



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

Agenda

Regular Meeting

Ford Administration Building
1620 E Elza Avenue
Hazel Park, MI 48030
November 16, 2020
7:00 PM

Due to the COVID-19 Pandemic and in accordance with Public Act 228 of 2020, the Hazel Park Schools Board of Education will be conducting the Regular Monthly Board of Education Meeting via video conference and invites public participation in the meeting via phone/Zoom.

Join Zoom Meeting

<https://hazelparkschools.zoom.us/j/85798564621?pwd=U2NyMTUvWThvN3lOS01tMTRaQ1dzQT09> Meeting ID: 85798564621

Call into the meeting by phone (312) 626-6799 enter 85798564621 941343

You may email your questions or comments to Board President:

laura.adkins@hazelparkschools.org

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA (Action Item)

PUBLIC COMMENT

CONSENT AGENDA (Action Items)

- A. Approval of Minutes 3
- B. Monthly Financial Reports 19
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UNFINISHED BUSINESS

- A. Board of Education Policy Revisions & Updates~2nd Reading (Action Item) 34
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6) Book Reading - Chapters 7 & 8 (Informational Item)	

BOARD MEMBER AND ADMINISTRATION COMMENTS

ADJOURNMENT

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

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

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

SCHOOL DISTRICT OF THE
CITY OF HAZEL PARK
COUNTY OF OAKLAND AND STATE OF MICHIGAN
REGULAR MEETING

CALL TO ORDER

The Regular Meeting of the Hazel Park Board of Education was held with a quorum of the Board of Education at the Ford Administration and virtually due to the COVID-19 Health Crisis via Zoom Video Conferencing on October 19, 2020 and was called to order by President Adkins at 7:10p.m.

ROLL CALL

Members Present: Adkins, Noth, Mr. Hemple, Mrs. Hemple, Hinton, Schlak
Members Absent: Hammonds
Others Present: Kruppe, Zirnig, Dulmage, Miller, Nugent, Postell, Wilkins

PLEDGE OF ALLEGIANCE

APPROVAL OF THE AGENDA (Action Item)

Moved by Mrs. Hemple, supported by Mrs. Noth, that the Board of Education approve the agenda as written.

Discussion

None

Roll Call Vote

Yeas: Mrs. Hemple, Noth, Mr. Hemple, Hinton, Schlak, Adkins
Nays: None

PUBLIC COMMENT

Sherry Wells is running for State Representative. Wanted to commend Hazel Park Schools for not separating free and reduced lunch students from regular paying students.

CONSENT AGENDA (Action Items)

- A. Approval of Minutes
 - 1. Board Meetings
 - a. September 21, 2020 - Regular Meeting
 - b. October 5, 2020 - Special Meeting
 - 2. Committee Meetings
 - a. October 6, 2020 - Policy
 - b. October 12, 2020 - Finance
 - c. October 12, 2020 - Buildings & Grounds
- B. Monthly Financial Reports
- C. Employee Compensation
- D. Conference Requests
- E. Alternative Education Programs Hours & Days Waiver Applications for 2020-21 School Year
- F. Annual Dues/Memberships
 - 1. Madison Heights/Hazel Park Chamber of Commerce

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

Roll Call Vote

Yeas: Noth, Schlak, Mr. Hemple, Mrs. Hemple, Hinton, Adkins
Nays: None

UNFINISHED BUSINESS

A. Board of Education Policies & Revisions ~ 2nd Reading

Motion made by Mrs. Hemple, supported by Mrs. Noth, that the Board of Education approve the second reading of the Board of Education policies and revisions, as presented.

Roll Call Vote:

Yeas: Mrs. Hemple, Noth, Mr. Hemple, Hinton, Schlak, Adkins
Nays: None

B. Extended COVID-19 Preparedness and Response Plan

Motion made by Ms Schlak, supported by Mr. Hemple, that the Board of Education reconfirm the Extended COVID-19 Preparedness and Response Plan, as presented.

Roll Call Vote:

Yeas: Schlak, Mr. Hemple, Noth, Mrs. Hemple, Hinton, Adkins
Nays: None

C. Student Handbook - COVID-19 Updates (Action Items)

Motion made by Mrs. Noth, supported by Ms Schlak, that the Board of Education approve the the COVID-19 updates to the Student Handbook, as presented

Roll Call Vote:

Yeas: Noth, Schlak, Mr. Hemple, Mrs. Hemple, Hinton, Adkins
Nays: None

Board President, Laura Adkins, asked that the committee please make sure all the Administrators on page 3 are updated to show names.

D. Latchkey

Motion made by Ms Schlak, supported by Mr. Hemple, that the Board of Education approve the reopening plan of the PK-5 before and after school latchkey programs, as presented.

Roll Call Vote:

Yeas: Schlak, Mr. Hemple, Mrs. Hemple, Hinton, Schlak, Adkins
Nays: Noth

E. Parking Lot Paving Close-Out

Motion made by Mr. Hemple, supported by Mrs. Noth, that the Board of Education approve the cost of \$111,342.50 from the sinking fund for the parking lot improvement upgrades, as presented.

Roll Call Vote:

Yeas Mr. Hemple, Noth, Mrs. Hemple, Hinton, Schlak, Adkins
Nays: None

F. Camp Hazelwood Improvements

Motion made by Mrs. Noth, supported by Mr. Hemple, that the Board of Education approve the recommended improvements to the facilities at Camp Hazelwood at a cost not to exceed \$32,800, as presented.

Roll Call Vote:

Yeas: Noth, Mr. Hemple, Mrs. Hemple, Hinton, Schlak, Adkins
Nays: None

NEW BUSINESS

A. Audit Presentation (Informational Item)

Lisa Vargo of Plante Moran and Thomas Marchese presented the audit for the 2019-2020. Lisa explained that it is in “draft” as they are waiting on final Federal Guidance regarding the Single Audit, which is related to the CARES Act funding for COVID-19. There are no findings in either the financial control side or compliance side and for the first time in 13 years, Hazel Park Schools is out of deficit with a \$1.6 million fund balance at the end of June 2020.

B. Board of Education Policy Revisions & Updates ~ 1st Reading (Action Item)

Motion made by Mrs. Hemple, supported by Mrs. Noth, that the Board of Education approve the first reading of the Board of Education policy revisions and updates, as presented.

Roll Call Vote:

Yeas: Mrs. Hemple, Noth, Mr. Hemple, Hinton, Schlak, Adkins
Nays: None

C. Principals Month Resolution (Action Item)

Motion made by Ms Schlak, supported by Mrs. Noth, that the Board of Education approve Principals Month Resolution, as presented.

Roll Call Vote:

Yeas: Schlak, Noth, Mr. Hemple, Mrs. Hemple, Hinton, Adkins
Nays: None

Resolution in Support of National Principals Month

Whereas, schools inspire the next generation of professionals, political leaders, artists, educators, and others who contribute to a healthy and prosperous society, and

Whereas, principals are responsible for providing instructional leadership and professional management in our schools; and

Whereas, principals set the academic tone for their schools and work collaboratively with teachers to develop and maintain high curriculum standards, set performance goals and objectives and ensure high quality instruction; and

Whereas, principals work to provide a positive support system to empower their students and to give them the right tools they need to succeed; and

Whereas, principals lead the way in making schools accountable to students, parents, the community, and other stakeholders; and

Whereas, each principal is responsible for fostering a dynamic partnership between the community and the school in order to create a positive learning environment for students; and

Whereas, the month of October 2020 has been declared “National Principals Month” and is dedicated to recognizing the significant contributions of our nation’s principals and the enthusiasm they have for providing quality educational experiences and guidance to their students;

Now, Therefore, Be It Resolved that the Hazel Park Board of Education recognizes October as National Principals Appreciation Month; and honors and recognizes the contribution of school principals and assistant principals to the success of students in the Nation’s elementary and secondary schools; and

Be It Further Resolved that the Hazel Park Board of Education encourages the Hazel Park Schools Community to share in this sentiment, further affirming the tireless work our principals perform.

RESOLUTION DECLARED ADOPTED 19th Day of October, 2020

(signed) Laura Adkins
Laura Adkins, President
Hazel Park Board of Education

(signed) Amy Y. Kruppe
Dr. Amy Kruppe, Superintendent
School District of the City of Hazel Park

D. Personnel

1. American Federation of State, County and Municipal Employees (AFSCME) Group (Action Item)

Motion made by Mrs. Noth, supported by Mrs. Hinton, that the Board of Education approve the personnel recommendations for the (AFSCME) American Federation of State, County and Municipal Employees as presented.

Roll Call Vote;

Yeas: Noth, Hinton, Schlak

Nays: None

Abstain: Adkins, Mr. Hemple, Mrs. Hemple ~ familial conflict of interest

2. Hazel Park Education Association (HPEA) Employee Group

Motion made by Mrs. Noth, supported by Mrs. Hemple, that the Board of Education approve the personnel recommendations for the (HPEA) Hazel Park Education Association employee group, as presented.

Roll Call Vote:

Yeas: Noth, Mrs. Hemple, Mr. Hemple, Hinton, Schlak, Adkins
Nays: None

3. Hazel Park Paraprofessional Association (HPPA) Employee Group

Motion made by Mrs. Hinton, supported by Mrs. Schlak, that the Board of Education approve the personnel recommendation for the (HPPA) Hazel Park Paraprofessional Association employee group, as presented.

Roll Call Vote:

Yeas: Hinton, Schlak, Mr. Hemple, Mrs. Hemple, Adkins
Nays: None
Abstain: Noth ~ Familial conflicts of interest

4. Unaffiliated Employees (Action Item)

Motion made by Mrs. Noth, supported by Mrs. Hinton, that the Board of Education approve the personnel recommendation for the Unaffiliated employee group, as presented.

Roll Call Vote:

Yeas: Noth, Hinton, Mr. Hemple, Mrs. Hemple, Schlak, Adkins
Nays: None

E. Oakland County CARES Act Interlocal Agreement (Action Item)

Motion made by Mrs. Noth, supported by Mrs. Hinton, that the Board of Education approve the Oakland County CARES Act Interlocal Agreement and authorize the Superintendent to sign the agreement, as presented.

Roll Call Vote:

Yeas: Noth, Hinton, Mr. Hemple, Mrs. Hemple, Schlak, Adkins
Nays: None

F. Technology Purchase (Action Item)

Motion made by Mrs. Noth, supported by Mr. Hemple, that the Board of Education approve the request to purchase iPads, Apple TVs and charging stations, as presented.

Roll Call Vote:

Yeas: Noth, Mr. Hemple, Mrs. Hemple, Hinton, Schlak, Adkins
Nays: None

G. 1.0 FTE Secretary for Viking Virtual Academy Program (Action Item)

Motion made by Mrs. Noth, supported by Ms Schlak⁷ that the Board of Education approve the request for a 1.0 FTE Secretary for the Virtual Academy Program, as presented.

Roll Call Vote:

Yeas: Noth, Schlak, Mr. Hemple, Mrs. Hemple, Hinton
Nays: None
Abstain: Adkins ~ familial conflict of interest

H. District Nurse (Action Item)

Motion made by Mrs. Hemple, supported by Ms Schlak, that the Board of Education approve the administration's request hire a district nurse, as presented.

Roll Call Vote:

Yeas: Mrs. Hemple, Schlak, Noth, Mr. Hemple, Hinton, Adkins
Nay: None

I. 1.0 FTE Buildings & Grounds Position (Action Item)

Motion made by Mrs. Noth, supported by Ms Schlak, that the Board of Education approve the administration's request to hire a 1.0 FTE Buildings and Grounds person, as presented.

Roll Call Vote:

Yeas: Noth, Schlak, Hinton,
Nays: None
Abstain; Adkins, Mr. Hemple, Mrs. Hemple~familial conflicts of interest

J. McCarthy & Smith Invoice for Edison Renovations (Action Item)

Motion made by Mr. Hemple, supported by Mrs. Noth, that the Board of Education approve the payment to McCarthy & Smith in the amount of \$10,000, as presented.

Roll Call Vote:

Yeas: Mr. Hemple, Noth, Mrs. Hemple, Hinton, Schlak, Adkins
Nays: None

K. Asbestos Abatement and Mitigation (Action Item)

Motion made by Mrs. Noth, supported by Mr. Hemple, that the Board of Education approve the necessary abatement and mitigation work at a cost not to exceed \$15,000 from the Sinking Fund, as presented.

Roll Call Vote:

Yeas: Noth, Mr. Hemple, Mrs. Hemple, Hinton, Schlak, Adkins
Nays: None

L. Sale of Auto Shop Inventory (Action Item)

Motion made by Mr. Hemple, supported by Ms Schlak, that the Board of Education approve the sale of inventory located in the auto shop, as presented.

Roll Call Vote:

Yeas: Mr. Hemple, Schlak, Noth, Mrs. Hemple, Hinton, Adkins
Nays: None

M. Hazel Park Wrestling Club Rental Request (Action Item)

The Board of Education agreed to table this item. Dr. Kruppe stated that she will meet the head of the group, as well as Dr. Muylert, Athletic Director to discuss with them about safety protocols due to the COVID-19 Pandemic. Dr. Muylert had stated that the MHSAA has not made any decision regarding the Wrestling Season. Board Members said they are willing to reconsider the request from the Wrestling Club regarding facility rental once more information is received on the status of MHSAA wrestling and additional information from the club on their start date and safety protocols.

N. Guidance Procedures for Student Household with COVID-19 Symptoms (Action Item)

Motion made by Mrs. Hinton, supported by Ms Schlak, that the Board of Education approve the Student Household with COVID-19 Symptoms procedures and guidance, as presented.

Roll Call Vote:

Yeas: Hinton, Schlak, Noth, Mr. Hemple, Mrs. Hemple, Adkins

Nays: None

O. Superintendent Update

1. Enrollment Update (Informational Item)

Superintendent Dr. Amy Kruppe stated we are still up 45 students. We are still looking for students that haven't had contact with us. The State required the set up of the students in MisStar be changed. So now you are seeing Hoover and Hoover VVA, United Oaks and United Oaks VVA and so on. We have over 700 students in our VVA program. The District is working very hard to get the students in the program that the parents feel comfortable with, whether it be face to face or Viking Virtual.

2. Attendance Update (Informational Item)

Superintendent Dr. Amy Kruppe said that we are required to be at or above 75% for 9 months out of 10. Currently, Viking Virtual is at 71% and remote learning is 88.82%. There is still some additional information to be added to the system so she feels the attendance in the Viking Virtual may be a little higher.

3. Dance Competition (Informational Item)

The Hazel Park Dance will hold two dance competitions this year following all the necessary safety protocols. Rachel Noth, Board Vice-President asked if for any reason other sports and activities stop will the Dance Team be required to also? Dr. Kruppe stated if the numbers started to spike, causing activities to be canceled, the dance team would also be included in those procedures.

4. HVAC Assessment Update (Informational Item)

Board Members were updated with the assessment that K & S Ventures is doing for our district on the heating, ventilation and air conditioning systems in our district. The report may be found on the District website, under the Board of Education/current meeting documents tab.

5. Book Reading - Chapter 7 (Informational Item)

Board Members will discuss Chapter 7 and Chapter 8 at the next Board meeting.

P. CLOSED SESSION

Motion made by Mr. Hemple, supported by Mrs. Noth, to recess into Closed Session for the purpose of discussing strategy and negotiations and security planning to prevent potential threats to the safety of the students and staff, which is exempt from disclosure pursuant to section 8(c) and 8(k) of the Open Meetings Act.

Roll Call Vote:

Yeas: Mr. Hemple, Noth, Mrs. Hemple, Hinton, Schlak, Adkins

Nays: None

The Board of Education adjourned to Closed Session at 9:45PM. The meeting resumed as an Open Meeting at 10:20PM.

President Laura Adkins stated that one motion will be coming out of the Closed Session.

Q. Salary Adjustment for Director of Athletics

Motion made by Mrs. Noth, supported by Ms Schlak, that the Board of Education approve a salary adjustment for the Director of Athletics in the amount of \$5000.00.

Roll Call Vote:

Yeas: Noth, Schlak, Mr. Hemple, Mrs. Hemple, Hinton, Adkins

Nays: None

R. Approval of the Schools Emergency Operations Plans (Action Item)

Motion made by Mrs. Noth, supported by Mr. Hemple, to approve the individual schools and District's Emergency Operations Plans, as discussed.

Roll Call Vote:

Yeas: Noth, Mr. Hemple, Mrs. Hemple, Hinton, Schlak, Adkins

Nays: None

Board Members and Administration Comments

Rachel Noth, Vice President

Thank you to everyone who hung out for the entire meeting tonight. Excited about the positive audit. Congratulations on Principals Month, great to see some of the updates tonight. We are focusing on health and wellbeing and if parents need help, please reach out. Our district is here to help you.

Sue Hemple, Trustee

Audit report was good to hear. She attended a meeting of the Historical Commission meeting. They will be doing an inventory of the Museum. The museum will be opened November 1. She inquired about the email that is being received from CMS and what does that mean? Does every Board Member receive it? Her daughter loves the iReady. Says it is better than NWEA.

Beverly Hinton, Trustee

Thanks to Frank Kruppe for the cupcakes tonight for Boss's Day. Audit news was great to hear. Thank you to everyone who hung in for tonight's meeting.

Kristy Schlak, Trustee

Be calm and kind when dropping your students off at the elementary schools. Great to hear we are out of deficit. Wear your mask and stay safe.

Chuck Hemple, Secretary

Great news to hear we are out of deficit. Thank you to the entire staff, from the teachers to the custodians for all sacrifices that were made to get us to this point. Looking forward to moving forward. Get out and vote on November 3.

Dr. Amy Kruppe, Superintendent

Echo everyone on the audit. Felt quite a bit of emotion to hear them say we are out of deficit. For me, it was year 6. It has been heartbreaking what our staff has had to go through to reach this point. I only have the best of hopes for the staff and the community that we can continue to move forward. Also want to thank Andrea Bratton for all the work she has done for our early childhood program wish her the best of luck as she takes her career to the next level with her new position in Waterford.

Laura Adkins, President

Getting out of deficit has been at the forefront of everyone's mind all the time, so to hear the news we are out of deficit is great news. We missed Rosie tonight. Thanks for everyone's patience tonight as we worked through some technical issues. Kudos to our principals and all the work they do everyday for our students.

Adjournment

Moved and supported that the meeting be adjourned at 10:35p.m.
Unanimous Approval.

Respectfully Submitted,

Charles E. Hemple, Secretary
Hazel Park Board of Education

SCHOOL DISTRICT OF THE
CITY OF HAZEL PARK
COUNTY OF OAKLAND AND STATE OF MICHIGAN
SPECIAL MEETING
6:00PM

CALL TO ORDER

Due to the COVID-19 Health Crisis, the Special Meeting of the Hazel Park Board of Education was held virtually via video conference on November 5, 2020 and was called to order by President Adkins at 6:02PM

Roll Call Vote:

Members Present: Adkins, Noth, Mr. Hemple, Hammonds, Mrs. Hemple, Hinton, Schlak

Members Absent: None

Others Present: Kruppe, Zirnis, Dillard, Dulmage, Miller, Nugent, Postell, Wilkins,

Approval of the Agenda (Action Item)

Moved by Mrs. Hemple, supported by Mrs. Hinton, that the Agenda be approved with the Unfinished Items removed from the agenda.

Discussion

Mrs. Hammonds asked the reason for the removal of the items? Mrs. Hemple said she and Mrs. Hinton had asked for the meeting for the purpose of discussing the COVID health status in our schools. Superintendent Dr. Amy Kruppe asked if the Board Members would consider moving these items to the end of the agenda for discussion if time permitted. After the discussion, Mrs. Hemple amended the motion to the following:

Move by Mrs. Hemple, supported by Mrs Hinton to amend the original motion and move the unfinished items to the end of the agenda for discussion if time permits.

Roll Call Vote:

Yeas: Mrs. Hemple, Hinton, Noth, Mr. Hemple, Hammonds, Schlak, Adkins

Nays: None

Public Comment

None

NEW BUSINESS

A. COVID-19 Update - Level E

Superintendent Dr. Amy Kruppe, shared a powerpoint presentation discussing the status of COVID-19 as it relates to the District. At the end of her presentation, Dr. Kruppe made her recommendation to the Board of Education. The Board of Education asked questions, held a discussion and made suggestions for changes to the original recommendation. After the completion of the discussion, the following motion was made.

Moved by Mrs. Noth, supported by Ms Hammonds, that the Board of Education approve the Superintendent's recommendations with the following edits: January 4th will be changed to January 19th and Level D will be changed to Level C and the Board of Education will be informed of the plan for employees roles.

Roll Call Vote:

Yeas: Noth, Hammonds, Mr. Hemple, Mrs. Hemple, Hinton, Schlak, Adkins

Nays: None

B. Schools Update

Superintendent Dr. Amy Kruppe and President Laura Adkins stated this agenda item was covered in the previous conversation.

C. OTEC

Superintendent Dr. Amy Kruppe informed the Board of Education and community that Oakland Technical Education Campus (OTEC) has gone back to remote.

UNFINISHED BUSINESS

The Board of Education will consider these items at the Regular Board of Education meeting on November 16, 2020.

- A. Rental of schools for Wrestling
- B. Sports

Board Members and Administration Comments

Rachel Noth, Vice President	COVID is here and we need to deal with it the best that we can. I hope the community can understand where the Board is coming from and why we are making the decisions we are making tonight. Enjoy the good things happening around you. Enjoy your family and the nice weather. We will come out of this.
Sue Hemple, Trustee	Asked about the postings for the district substitutes and the grounds/maintenance position. I appreciate the conversation tonight.
Rose Mary Hammonds, Treasurer	I admire everyone who is working on the changes that are happening daily in regards to COVID. I appreciate all the work. Be kind. We have a lot to be thankful for.
Chuck Hemple, Secretary	Thanks to everyone who participated in tonight's meeting. Enjoyed the conversation.
Beverly Hinton, Trustee	Thank you to everyone. It was a good meeting with good conversation.
Kristy Schlak, Trustee	We all survived the construction with all 3 of our bridges in Hazel Park now open. Thank you to all the staff for working hard to keep our kids in school as long as possible.
Dr. Amy Kruppe, Superintendent	This has really been a hard decision. It's has been a joyous part of the day seeing the kids in the morning and seeing them at work in the Classroom. Please continue to mask up so we can get our students back in school.
Laura Adkins, President	Many thanks for all the hard work by our entire staff. It has not been easy. The High School parent/teacher conferences went well being held virtually. Will be attending the MASB annual conference this weekend. It is being held virtually actually this year.

Adjournment

Moved and supported that the meeting be adjourned at 7:36PM.
Unanimous Approval.

Respectfully Submitted,

Charles E. Hemple, Secretary
Board of Education



Ford Administration
Jason Zirnig, Assistant Superintendent of Business and Operations
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5217 | F: 248-544-5443
www.hazelparkschools.org

Building and Ground Committee
November 9, 2020
Meeting Minutes

Board Members Present: Rose Mary Hammonds, Chuck Hemple and Kristy Schlak
Absent : None

Administrators: Amy Kruppe, Superintendent
Greg Richardson, Maintenance and Custodial Supervisor
Jason Zirnig, Assistant Superintendent of Business and Operations

Meeting start time - 6:03 pm

- A. High School Bathrooms - 2 bidders with the low bid from M.L. Schoenherr construction. Discussion was had with regards to authorizing the company from the existing bids that were received in the summer. It was the Committees recommendation to move ahead with the project and complete the remaining 3 sets of bathroom renovations next summer.
- B. A/C Update - A report was received from K&S Ventures relating to United Oaks, we are in the process of reviewing and making sure all the updated information is included in the report before it is finalized and distributed. We are expecting a number of reports in the coming weeks as work is being finalized with the only delay being parts for some of the older systems.
- C. We are researching grant funds that have become available for electric charging stations. These funds pay for the placement of electric charging stations at our buildings. The District would be responsible for energizing the stations. The committee has requested that additional information on the costs, number of stations and locations be brought back for review.
- D. K&S Continuing Services - Throughout the process of the HVAC review the expertise of K&S personnel has been very helpful. We reviewed the merits of having an outside consultant on retainer for periodic reviews and oversight of our system as well as to provide consulting when our maintenance staff are troubleshooting issues. The committee has requested we review the bid requirement of the services and come back with our findings.



E. Autoshop Update - We reviewed the progress of the sale of the Autoshop, land split and timeline for sale.

Meeting end time - 6:40 pm

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



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

Hazel Park Schools

Finance Committee Meeting Minutes

11-09-2020

Meeting was called to order at 5:00 p.m. Committee members in attendance were Sue Hemple, Rose Mary Hammonds and Laura Adkins. Staff members present were Dr. Amy Kruppe, Matt Miller and Jason Zirnis.

Coaching stipends were requested to pay 20% of the allotment. The coaches worked with the students but could not field a team. The board would like more information on how long they worked or how many hours and what the coach would be paid. Usually if there is no team or participation there is no coaching pay distributed. This would set a precedent for future obligations.

COVID 19 Expenses update concluded that the district has spent \$994k on supplies alone. Most of this is funded with grants and the district is tracking through object 55999000 listed under function 261. The District can quickly pull the costs up at any given moment.

Bond Refunding is set for distribution in February 2021. The citizens of Hazel Park stand to save \$4.4m on this refunding. The current federal rate is 0.0% which means that the interest rates on bonds are significantly low. All debt will be fully paid for in 2032. The refunding has a millage step down going from 15 to 10 in 2029, to 6 in 2030 and 2031, and finally to 3 mills in 2032.

CARES funding roadmap was combined with the COVID 19 expenditures. It was outlined that the district has spent \$504k more than what the grant funding has allocated. This is not a concern at this moment as FEMA may cover these overage costs. FEMA has yet to approve our funding and the District will continue to follow up with them.

Longfellow lease was discussed. The District is awaiting the signature of I.N.V.E.S.T. The District stands to save money on utilities and make money on rent of about \$15k. In all there should be a positive \$25k from this lease.

Electronic timesheets were discussed. Electronic timesheets streamline the process and reduces waste and lost timesheets. The District solicited many vendors and received quotes from Frontline, Replicon and Clicktime. Frontline was the lowest bid at \$12,973.46 for the first year. The cost is about \$4-8 per employee and the quotes were based on 150 employees. The future costs after implementation would be about \$10k per year for the software. Frontline is the District's current absence management

software, so this will integrate very well. The funding would be split amongst all the funds such as General, Special Education, Child Care and Food Service.

Food service van wrap was approved to simplify the design. The reduced design saves about \$2k from the original and keeps it clean. Board members liked the design. Keena would be consulted on Wednesday to schedule an appointment.

Purchase of additional radios are needed. The District needs about \$15k in new radios to help with communications. The radios are not able to be procured through the Sinking Fund.

Purchase of additional adapters is need for new devices. The adapters have been lost and some need replacing. The adapters would cost about \$50k. Oakland Schools just issued a new grant which this amount could be applied towards that.

Check registers were presented to the committee members. Members asked questions they had regarding invoices\checks.

Meeting adjourned at approximately 6:00 p.m.



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

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

FROM: Jason Zirniss
Assistant Superintendent, Business & Operations

RE: Treasurer's Report October, 2020

DATE: November 4, 2020

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

GENERAL FUND (11)		1,060,887.08	
	<i>Total - General Fund</i>	<u>\$ 1,060,887.08</u>	
CENTER PROGRAM (22)		105,160.24	
COMMUNITY SERVICE (23)		606.28	
FOOD SERVICE FUND (25)		61,697.78	
COMMON DEBT (31-39)		0.00	
CAPITAL PROJECTS (41-49)		111,342.50	
	<i>Total - Special Revenue Funds</i>	<u>\$ 278,806.80</u>	
TRUST FUNDS (51)		0.00	
INTERNAL ACCOUNT FUNDS (29)		974.25	
	<i>Total - Other Funds</i>	<u>\$ 974.25</u>	
TOTAL CHECK DISBURSEMENTS		<u><u>\$ 1,340,668.13</u></u>	\$ 1,340,668.13
ACH DEBITS			914,027.84
PAYROLL			1,062,658.75
OUTGOING WIRE TRANSFERS			2,213,773.49
P-CARD PURCHASES			<u>85,311.98</u>
			4,275,772.06
TOTAL DISBURSEMENTS IN PERIOD			<u><u>\$ 5,616,440.19</u></u>

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

Jason Zirniss
Assistant Superintendent, Business & Operations

Monthly Summary of EFT's from HP Bank Accounts

October 2020

<u>Date</u>	<u>Amount</u>	<u>Bank Acct Taken From</u>	<u>Reason</u>
10/1/2020	\$12.29	Gen Funds	Latchkey Fees
10/8/2020	\$210.77	Gen Funds	AFLAC Payment September 25th Payroll
10/13/2020	\$210.77	Gen Funds	AFLAC Payment October 9th Payroll
10/27/2020	\$285.65	Gen Funds	AFLAC Payment October 23rd Payroll
10/1/2020	\$58.00	Gen Funds	Health Equity Payment September 25th Payroll
10/9/2020	\$2,337.25	Gen Funds	Health Equity Payment October 9th Payroll
10/26/2020	\$2,337.25	Gen Funds	Health Equity Payment October 23rd Payroll
10/8/2020	\$4,013.65	Gen Funds	EduStaff Payment
10/22/2020	\$6,521.28	Gen Funds	EduStaff Payment
10/26/2020	\$1,274.40	Gen Funds	EduStaff Payment
10/29/2020	\$913.32	Gen Funds	EduStaff Payment
10/9/2020	\$720.00	Gen Funds	Penserv Payment September 25th Payroll
10/16/2020	\$18,759.74	Gen Funds	Penserv Payment October 9th Payroll
10/29/2020	\$19,368.08	Gen Funds	Penserv Payment October 23rd Payroll
10/9/2020	\$25,702.67	Tax W/H	Payroll State Tax Withholding October 9th
10/23/2020	\$26,505.03	Tax W/H	Payroll State Tax Withholding October 23rd
10/9/2020	\$121,708.94	Tax W/H	Payroll Federal Tax Withholding October 9th
10/23/2020	\$126,435.93	Tax W/H	Payroll Federal Tax Withholding October 23rd
10/7/2020	\$275,703.33	Ret W/H	Payroll Retirement Withholding September 25th
10/22/2020	\$280,949.49	Ret W/H	Payroll Retirement Withholding October 9th

\$914,027.84 Total ACH Debits

<u>Date</u>	<u>Amount</u>	<u>Payroll</u>
10/9/2020	\$525,324.45	General Payroll on October 9th
10/23/2020	\$537,334.30	General Payroll on October 23rd

\$1,062,658.75 Total Payroll

<u>Date</u>	<u>Amount</u>	<u>Wires</u>
10/28/2020	\$10,000.00	McCarty Smith Payment
10/23/2020	\$2,203,773.49	MVCA Wire State Aid October

\$2,213,773.49 Total Wires

<u>Date</u>	<u>Amount</u>	<u>P-Card Purchases</u>
10/15/2020	\$15,196.35	General P-Card charges Comerica Bank
10/6/2020	\$70,115.63	General P-Card charges Harris Bank

\$85,311.98 Total P-Card Purchases

Hazel Park Schools
Check Register by Fund
Check Date From 10/1/2020 TO 10/31/2020

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
Fund: 110					
10/08/2020	EP 00000274	100703	ANTHROMED LLC		1,015.88
10/08/2020	EP 00000276	100431	CLARK HILL PLLC		10,420.00
10/08/2020	EP 00000277	100319	G N E PAINT & SUPPLY	P2100049	155.66
10/08/2020	EP 00000278	100320	HAMMONDS, ROSE	P2100081	25.00
10/08/2020	EP 00000279	100503	HEMPLE, CHARLES	P2100082	25.00
10/08/2020	EP 00000280	100056	HINTON, BEVERLY	P2100083	25.00
10/08/2020	EP 00000281	100044	HP PROMISE ZONE	P2100084	25.00
10/08/2020	EP 00000282	100292	INVEST CENTERS LLC		9,828.65
10/08/2020	EP 00000283	100430	JG POLY SALES	P2100023	1,755.72
10/08/2020	EP 00000284	100745	KSS ENTERPRISES		57,161.16
10/08/2020	EP 00000285	100382	METRO BUREAU GROUP SVCS INC		3,985.23
10/08/2020	EP 00000286	100460	MILLER CANFIELD PADDOCK		5,000.00
10/08/2020	EP 00000287	100125	SCHLAK, KRISTY	P2100086	25.00
10/08/2020	EP 00000288	100504	SET INC.		47,260.80
10/08/2020	EP 00000289	100037	VANCE-HEMPLE, SUE	P2100085	25.00
10/08/2020	EP 00000290	100357	STAPLES BUSINESS ADVANTGE		10.81
10/08/2020	AP 00201556	100550	AMAZON CAPITAL SERVICES INC		1,317.97
10/08/2020	AP 00201557	100350	ASCENSION MICHIGAN AT WORK		38.00
10/08/2020	AP 00201558	100347	BILLINGS LAWN EQUIPMENT	P2100021	54.98
10/08/2020	AP 00201559	100322	CITY HAZEL PARK WATER		2,669.61
10/08/2020	AP 00201560	100438	CONTRACTORS CLOTHING COMPANY		387.00
10/08/2020	AP 00201562	100625	DAVID MAGIERA		750.00
10/08/2020	AP 00201564	100446	FAR THERAPEUTIC & PERFORMING ARTS		147.40
10/08/2020	AP 00201565	100217	GIANT PLUMBING & HEATING SUPPLY	P2100067	21.66
10/08/2020	AP 00201566	100404	HASTINGS AUTO PARTS	P2100052	91.44
10/08/2020	AP 00201567	100830	INTERACTIVE ENERGY GROUP LLC		8,077.00
10/08/2020	AP 00201568	100521	INTERNATIONAL PLUMBING CO		1,202.00
10/08/2020	AP 00201569	100576	LEARNING WITHOUT TEARS	P2100071	9,227.87
10/08/2020	AP 00201570	100822	LINDSAY EXHIBIT GROUP INC	P2100068	72,338.25
10/08/2020	AP 00201571	100089	MCNAUGHTON-MCKAY ELECTRIC COMP	P2100047	795.98

User: MILLERM - Matthew Miller
Report: OSAP5009 - OSAP5009: Check Register by Fund
Selection:
OH_DTL.[oh_ck_dt] <= '10/31/2020' AND OH_DTL.[oh_ck_dt] >= '10/01/2020'

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Current Date: 11/04/2020
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Hazel Park Schools
Check Register by Fund
Check Date From 10/1/2020 TO 10/31/2020

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
10/08/2020	AP 00201572	100843	MICHIGAN EDUCATION ASSOCIATION		265.24
10/08/2020	AP 00201573	100327	MICHIGAN EDUCATION SPECIAL		263,155.78
10/08/2020	AP 00201574	100461	NOVA ENVIRONMENTAL INC		500.00
10/08/2020	AP 00201575	100334	NTL TIME & SIGNAL CORP		2,020.00
10/08/2020	AP 00201577	100428	ROYAL ROOFING		453.00
10/08/2020	AP 00201578	100013	SECRET WARDLE LYNCH HAMPTON		473.52
10/08/2020	AP 00201580	100809	TRANE US INC		1,423.37
10/13/2020	AP 00201582	100838	CCSMI		4,664.92
10/13/2020	AP 00201583	100512	CHAPT 13 TRUSTEE-TAMMY L TERRY		392.30
10/13/2020	AP 00201584	100609	DAVID RUSKIN		1,127.58
10/13/2020	AP 00201585	100073	MICHIGAN GUARANTY AGENCY		107.17
10/13/2020	AP 00201586	100387	MISDU		932.65
10/13/2020	AP 00201587	100512	CHAPT 13 TRUSTEE-TAMMY L TERRY		196.15
10/13/2020	AP 00201588	100609	DAVID RUSKIN		712.20
10/13/2020	AP 00201589	100387	MISDU		549.20
10/22/2020	EP 00000291	100045	A & I ENTERPRISES		141,238.54
10/22/2020	EP 00000292	100427	A SWEET SERVICES LLC		12,169.88
10/22/2020	EP 00000293	100439	AERO FILTER INC	P2100041	82.52
10/22/2020	EP 00000294	100431	CLARK HILL PLLC		8,249.50
10/22/2020	EP 00000295	100802	CURRICULUM ASSOCIATES LLC	P2100078	68,392.00
10/22/2020	EP 00000296	100747	FIREFLY COMPUTERS LLC		1,120.00
10/22/2020	EP 00000297	100319	G N E PAINT & SUPPLY	P2100049	76.79
10/22/2020	EP 00000298	100056	HINTON, BEVERLY		90.00
10/22/2020	EP 00000299	100292	INVEST CENTERS LLC		167,754.31
10/22/2020	EP 00000300	100430	JG POLY SALES	P2100023	1,442.20
10/22/2020	EP 00000301	100745	KSS ENTERPRISES		747.84
10/22/2020	EP 00000302	100520	PEDIATRIC HEALTH CONSULTANTS INC		7,230.00
10/22/2020	EP 00000303	100241	SPINA ELECTRIC	P2100040	125.00
10/22/2020	EP 00000304	100357	STAPLES BUSINESS ADVANTGE	P2100123	334.47
10/22/2020	AP 00201590	100600	A C BUILDERS HARDWARE INC	P2100103	3,450.00
10/22/2020	AP 00201591	100090	A G CENTRAL MUSIC	P2100110	50.00

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Hazel Park Schools
Check Register by Fund
Check Date From 10/1/2020 TO 10/31/2020

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
10/22/2020	AP 00201592	100550	AMAZON CAPITAL SERVICES INC	P2100133	3,908.95
10/22/2020	AP 00201593	100544	ASCENSION MICHIGAN AT WORK		76.00
10/22/2020	AP 00201594	100584	ASCENSION MICHIGAN AT WORK		38.00
10/22/2020	AP 00201595	100412	AVENTRIC TECHNOLOGIES		126.00
10/22/2020	AP 00201597	100346	BIG D LOCK & KEY	P2100039	1,146.35
10/22/2020	AP 00201598	100347	BILLINGS LAWN EQUIPMENT	P2100021	271.08
10/22/2020	AP 00201599	100512	CHAPT 13 TRUSTEE-TAMMY L TERRY		392.30
10/22/2020	AP 00201600	100111	CLARK, DENNIS		120.00
10/22/2020	AP 00201601	100308	COCHRANE SUPPLY		291.51
10/22/2020	AP 00201602	100459	CONVERGENT TECH PARTNERS		166.25
10/22/2020	AP 00201603	100443	CTS COMPANIES		280.00
10/22/2020	AP 00201604	100625	DAVID MAGIERA		980.00
10/22/2020	AP 00201605	100609	DAVID RUSKIN		1,127.58
10/22/2020	AP 00201606	100313	DTE ENERGY		10,933.78
10/22/2020	AP 00201607	100314	DTE ENERGY		32,302.08
10/22/2020	AP 00201608	100640	FIBER LINK INC		2,386.48
10/22/2020	AP 00201609	100168	G-TEK PROFESSIONAL SERVICES INC		360.00
10/22/2020	AP 00201610	100420	HERSCHS INC		1,835.34
10/22/2020	AP 00201611	100488	HOME DEPOT CREDIT SERVICES	P2100025	674.13
10/22/2020	AP 00201612	100023	HOUGHTON MIFFLIN HARCOURT		7,638.05
10/22/2020	AP 00201613	100574	INSTITUTE FOR EXCELLENCE IN ED	P2100062	1,500.00
10/22/2020	AP 00201615	100830	INTERACTIVE ENERGY GROUP LLC		71.40
10/22/2020	AP 00201616	100845	JAKE KORECKI		35.00
10/22/2020	AP 00201618	100089	MCNAUGHTON-MCKAY ELECTRIC COMP	P2100047	33.69
10/22/2020	AP 00201619	100043	MECHANICAL SYSTEMS SERVICESL	P2100037	3,731.10
10/22/2020	AP 00201620	100073	MICHIGAN GUARANTY AGENCY		107.17
10/22/2020	AP 00201621	100589	MILLENNIUM BUSINESS SYSTEMS	P2100022	2,195.08
10/22/2020	AP 00201622	100387	MISDU		932.65
10/22/2020	AP 00201623	100481	OAKLAND COMMUNITY COLLEGE		2,243.00
10/22/2020	AP 00201624	100380	OAKLAND SCHOOLS	P2100105	21,379.11
10/22/2020	AP 00201625	100000	OFFICE DEPOT	P2100142	67.40

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Hazel Park Schools
Check Register by Fund
Check Date From 10/1/2020 TO 10/31/2020

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
10/22/2020	AP 00201626	100639	PAUL MCBRIDE		80.00
10/22/2020	AP 00201627	100021	PEARSON CLINICAL ASSESSMENT OR		150.00
10/22/2020	AP 00201628	100021	PEARSON CLINICAL ASSESSMENT OR	P2100114	29,712.00
10/22/2020	AP 00201629	100312	R L DEPPMANN		389.97
10/22/2020	AP 00201630	100690	RIDDELL ALL AMERICAN		330.00
10/22/2020	AP 00201631	100428	ROYAL ROOFING		851.00
10/22/2020	AP 00201632	100749	SONITROL GREAT LAKES		5,621.25
10/22/2020	AP 00201634	100339	THE RIEGLE PRESS INC		118.01
10/22/2020	AP 00201635	100809	TRANE US INC		157.48
10/22/2020	AP 00201636	100844	TURFIX LLC		1,500.00
10/22/2020	AP 00201637	100528	TURNKEY NETWORK SOLUTIONS		256.00
10/22/2020	AP 00201638	100463	WINDSTREAM		982.69
				Fund 110 Total:	1,060,887.08
Fund: 220					
10/08/2020	EP 00000288	100504	SET INC.		6,568.01
10/08/2020	AP 00201556	100550	AMAZON CAPITAL SERVICES INC		601.42
10/08/2020	AP 00201563	100502	FAR CONSERVATORY		594.00
10/08/2020	AP 00201564	100446	FAR THERAPEUTIC & PERFORMING ARTS		2,931.10
10/08/2020	AP 00201573	100327	MICHIGAN EDUCATION SPECIAL		77,582.88
10/08/2020	AP 00201576	100543	PETTY CASH		186.92
10/08/2020	AP 00201579	100515	STAFF CONNECTIONS LLC		5,135.00
10/13/2020	AP 00201581	100550	AMAZON CAPITAL SERVICES INC	P2100132	176.40
10/13/2020	AP 00201587	100512	CHAPT 13 TRUSTEE-TAMMY L TERRY		196.15
10/13/2020	AP 00201588	100609	DAVID RUSKIN		415.38
10/13/2020	AP 00201589	100387	MISDU		383.45
10/22/2020	EP 00000295	100802	CURRICULUM ASSOCIATES LLC	P2100078	1,710.00
10/22/2020	EP 00000302	100520	PEDIATRIC HEALTH CONSULTANTS INC		783.00
10/22/2020	AP 00201592	100550	AMAZON CAPITAL SERVICES INC		893.03
10/22/2020	AP 00201614	100569	INTEGRITY BUSINESS SOLUTIONS LLC	P2100011	120.00
10/22/2020	AP 00201621	100589	MILLENNIUM BUSINESS SYSTEMS	P2100022	493.68
10/22/2020	AP 00201625	100000	OFFICE DEPOT		0.00

User: MILLERM - Matthew Miller
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Hazel Park Schools
Check Register by Fund
Check Date From 10/1/2020 TO 10/31/2020

Check Date	Check#	PE ID	Vendor Name	PO#	Amount
10/22/2020	AP 00201627	100021	PEARSON CLINICAL ASSESSMENT OR		793.82
10/22/2020	AP 00201633	100515	STAFF CONNECTIONS LLC		5,596.00
				Fund 220 Total:	105,160.24
Fund: 230					
10/08/2020	AP 00201561	100842	DAMON JOHNSON		90.00
10/08/2020	AP 00201573	100327	MICHIGAN EDUCATION SPECIAL		516.28
				Fund 230 Total:	606.28
Fund: 250					
10/08/2020	EP 00000275	100118	CHARTWELLS DINING SERVICES		61,604.34
10/22/2020	AP 00201621	100589	MILLENNIUM BUSINESS SYSTEMS	P2100022	93.44
				Fund 250 Total:	61,697.78
Fund: 290					
10/08/2020	AP 00201576	100543	PETTY CASH		200.00
10/22/2020	EP 00000304	100357	STAPLES BUSINESS ADVANTGE	P2100109	31.51
10/22/2020	AP 00201617	100323	JOSTENS INC		742.74
				Fund 290 Total:	974.25
Fund: 420					
10/22/2020	AP 00201596	100821	BEST ASPHALT INC		111,342.50
				Fund 420 Total:	111,342.50
				Grand Total:	1,340,668.13

End of Report

Comerica Bank
Commercial Card Summary (P-Card)
For Month Ending - October 2020

<u>Date of Trans</u>	<u>Card Holder</u>	<u>Vendor</u>	<u>Amount</u>
10/30/2020	GREG RICHARDSON	TONYS ACE HDWE	10.50
10/30/2020	GREG RICHARDSON	TONYS ACE HDWE	5.15
10/30/2020	DEBRA DIMAS	DOLLAR TREE	6.00
10/30/2020	DAVID MUYLAERT	TLF*BLUMZ BY JR DESIGN	156.00
10/30/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T1524W92	19.58
10/30/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*280MU2CJ2	182.99
10/30/2020	DEBRA DIMAS	CVS/PHARMACY #08103	2.99
10/29/2020	DAVID MUYLAERT	UA FH GREAT LAKES	1,600.00
10/29/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T5CG2RI2	15.20
10/28/2020	GREG RICHARDSON	TONYS ACE HDWE	5.46
10/28/2020	DEBRA DIMAS	MICHAELS STORES 5073	44.67
10/28/2020	DEBRA DIMAS	CVS/PHARMACY #08103	32.89
10/28/2020	MEGAN PAPASIANBROADWELL	ADOBE *800-833-6687	9.99
10/28/2020	DEBRA SCOTT	SQ *INSPIRED QUIPS	121.40
10/28/2020	ANDREA BRATTON	IBT IIS FINGERPRINT CO	64.25
10/28/2020	DAVID MUYLAERT	QUICK MADE TROPHY SALE	145.00
10/28/2020	DAVID MUYLAERT	DAKTRONICS	468.75
10/28/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*288N03FQ1	175.94
10/27/2020	GREG RICHARDSON	TONYS ACE HDWE	13.28
10/27/2020	DEBRA DIMAS	8 MILE CUSTOM SHIRTS	107.91
10/27/2020	DAVID MUYLAERT	WEISSMAN DESIGNS FOR D	239.65
10/27/2020	DAVID MUYLAERT	WEISSMAN DESIGNS FOR D	200.00
10/27/2020	DAVID MUYLAERT	OMNI CHEER	48.00
10/27/2020	DAVID MUYLAERT	COSTUME GALLERY	256.50
10/27/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T37D5WT1	1,401.91
10/26/2020	GREG RICHARDSON	AJAX TRAILERS LLC	65.85
10/26/2020	GREG RICHARDSON	TONYS ACE HDWE	11.38
10/26/2020	CORRI NASTASI	AMAZON.COM*2T0HV09Z1 A	42.68
10/26/2020	KARLA GRAESSLEY	AMZN MKTP US*2T1R51HQ2	338.95
10/26/2020	KENNETH MILCH	TIM HORTON'S #913782	25.00
10/26/2020	DEBRA DIMAS	OTC BRANDS INC	56.95
10/23/2020	GREG RICHARDSON	TONYS ACE HDWE	7.58
10/23/2020	KENNETH MILCH	MEIJER # 260	25.48
10/23/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T2VP5V92	28.99
10/23/2020	MEGAN PAPASIANBROADWELL	AMAZON.COM*2T2VX8VZ2	54.37
10/22/2020	GREG RICHARDSON	TONYS ACE HDWE	11.95
10/22/2020	KENNETH MILCH	AMAZON.COM*2T7TX0BJ1	17.55
10/22/2020	JAMIE BUCZKO	AMZN MKTP US*2T3OF0PL2	79.86
10/22/2020	DEBRA DIMAS	DOLLAR TREE	1.00
10/21/2020	MICHELLE KRAUSE	GAMESTOP	20.00
10/21/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T8T030X0	51.90
10/21/2020	DAVID MUYLAERT	MFASCO HEALTH & SAFETY	45.50
10/21/2020	DEBRA SCOTT	PAYPAL *MHHPCHAMBER	75.00
10/21/2020	CORRI NASTASI	AMZN MKTP US*2T2SM8EJ2	29.90
10/21/2020	CORRI NASTASI	WM SUPERCENTER #3487	121.24
10/21/2020	CORRI NASTASI	AMAZON.COM*2T53C2H31	8.94
10/20/2020	DEBRA DIMAS	MEIJER # 055	31.92
10/20/2020	ANDREA BRATTON	TRADER JOE'S #674 QPS	159.60
10/20/2020	KENNETH MILCH	AMAZON.COM*2T9FA2180	15.37
10/19/2020	DEBRA DIMAS	WM SUPERCENTER #2358	41.79
10/19/2020	DEBRA DIMAS	WAL-MART #2559	3.77
10/19/2020	DEBRA DIMAS	WAL-MART #5376	11.94
10/19/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T2U51NP0	36.99
10/19/2020	MEGAN PAPASIANBROADWELL	AMAZON.COM*2T3RS1P31	29.98
10/19/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T1CZ1NK2	71.97

10/19/2020	DAVID MUYLAERT	BURKEYS SPORTS HAVEN	220.00
10/19/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T4A77ZO2	119.00
10/19/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T4LT53H0	33.98
10/19/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T9Z503X0	57.68
10/19/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T9E90J01	18.56
10/19/2020	ROCHELLE TASSIE	IXL SCHOOL SUBSCRIPT	180.00
10/19/2020	ANDREA BRATTON	DEBBYS DOLLAR	25.00
10/19/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T1WB4300	173.47
10/16/2020	GREG RICHARDSON	TONYS ACE HDWE	6.26
10/16/2020	DEBRA DIMAS	AMAZON.COM*MK6D46WH0	62.94
10/16/2020	DEBRA DIMAS	AMAZON.COM*MK6D46WH0	77.96
10/16/2020	DEBRA DIMAS	AMAZON.COM*MK6D46WH0	(19.49)
10/16/2020	DEBRA DIMAS	TARGET 00002824	12.00
10/16/2020	DEBRA DIMAS	TARGET 00013136	16.00
10/16/2020	STEPHANIE DULMAGE	LEARNING A-Z, LLC	1,016.10
10/16/2020	DEBRA DIMAS	TARGET 00025445	96.00
10/16/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK1879RT2	16.00
10/16/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*2T2JO7N21	13.47
10/16/2020	DEBRA DIMAS	TARGET 00022079	40.00
10/15/2020	GREG RICHARDSON	TONYS ACE HDWE	47.21
10/15/2020	GREG RICHARDSON	TONYS ACE HDWE	37.03
10/15/2020	JAMIE BUCZKO	CE*OCCUPATIONALTHERAPY	99.00
10/15/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK5AI5UR2	374.71
10/15/2020	DAVID MUYLAERT	PNS*SOUTHWEST RECOVERY	578.08
10/14/2020	MEGAN PAPASIANBROADWELL	AMAZON.COM*MK9WJ0KU2	19.91
10/14/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK6MO42A0	16.99
10/14/2020	CORRI NASTASI	STAPLS7315731132000002	4.92
10/14/2020	CORRI NASTASI	AMAZON.COM*MK4AH3KN0	122.80
10/14/2020	CORRI NASTASI	STAPLS7315731132000001	158.75
10/14/2020	CORRI NASTASI	AMZN MKTP US*MK30A2YT1	63.98
10/13/2020	GREG RICHARDSON	TONYS ACE HDWE	4.36
10/13/2020	CORRI NASTASI	IMPRINT.COM	4.08
10/13/2020	JAMIE BUCZKO	DBC*BLICK ART MATERIAL	768.82
10/13/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK4ZG5D80	33.98
10/13/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK2ZK2BH0	47.98
10/13/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK4JN65I2	17.45
10/13/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK5UZ9H22	18.45
10/13/2020	ROCHELLE TASSIE	SAMSCLUB #6659	161.94
10/13/2020	ROCHELLE TASSIE	SAMSCLUB #6659	18.64
10/13/2020	ROCHELLE TASSIE	SAMSCLUB #6659	(19.76)
10/13/2020	ANDREA BRATTON	TRADER JOE'S #674 QPS	127.68
10/13/2020	ANDREA BRATTON	DEBBYS DOLLAR	129.00
10/13/2020	ANDREA BRATTON	OAKLAND SCHOOLS-RC INT	240.00
10/13/2020	ANDREA BRATTON	OAKLAND SCHOOLS-RC INT	60.00
10/13/2020	DAVID MUYLAERT	SOCCER WORLD	294.99
10/13/2020	CORRI NASTASI	AMZN MKTP US*MK07C9680	339.80
10/13/2020	JAMIE BUCZKO	DBC*BLICK ART MATERIAL	35.94
10/09/2020	ANDREA BRATTON	DOLLAR TREE, INC.	42.59
10/09/2020	CORRI NASTASI	THE APPLE FRITTER DOUG	375.00
10/09/2020	TAMMY SCHOLZ	AMAZON.COM*MK3U45V40	11.29
10/08/2020	GREG RICHARDSON	KEITHS MICHIGAN AUTO &	533.32
10/08/2020	GREG RICHARDSON	KEITHS MICHIGAN AUTO &	553.32
10/08/2020	GREG RICHARDSON	TONYS ACE HDWE	29.41
10/08/2020	CORRI NASTASI	SAMS CLUB #6664	119.56
10/08/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK4Y86891	87.98
10/08/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK0314G10	44.75
10/08/2020	DAVID MUYLAERT	KT TAPE	167.92
10/08/2020	GREG RICHARDSON	TONYS ACE HDWE	3.40
10/07/2020	GREG RICHARDSON	TONYS ACE HDWE	13.84
10/07/2020	GREG RICHARDSON	TONYS ACE HDWE	38.93
10/07/2020	GREG RICHARDSON	TONYS ACE HDWE	5.68

10/07/2020	KARLA GRAESSLEY	THE HOME DEPOT #6821	153.39
10/07/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK0V71A80	46.75
10/07/2020	DEBRA SCOTT	THE ATS STORE LLC RP	15.23
10/07/2020	KENNETH MILCH	ABC APPLIANCE # 1 CENT	657.00
10/07/2020	ANDREA BRATTON	MICHIGAN REGISTRY THE	10.00
10/07/2020	ANDREA BRATTON	IBT IIS FINGERPRINT CO	64.25
10/07/2020	ANDREA BRATTON	IBT IIS FINGERPRINT CO	64.25
10/07/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK9QF3BD1	127.95
10/06/2020	GREG RICHARDSON	TONYS ACE HDWE	19.14
10/06/2020	GREG RICHARDSON	TONYS ACE HDWE	474.96
10/06/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK9OX5E42	51.90
10/06/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK2O83JY0	243.80
10/06/2020	GREG RICHARDSON	TONYS ACE HDWE	9.11
10/05/2020	GREG RICHARDSON	TONYS ACE HDWE	12.90
10/05/2020	GREG RICHARDSON	TONYS ACE HDWE	6.64
10/05/2020	GREG RICHARDSON	TONYS ACE HDWE	84.52
10/05/2020	GREG RICHARDSON	TONYS ACE HDWE	1.90
10/05/2020	GREG RICHARDSON	TONYS ACE HDWE	17.18
10/05/2020	DEBRA DIMAS	MEIJER # 222	31.92
10/05/2020	CORRI NASTASI	IMPRINT.COM	272.89
10/05/2020	KARLA GRAESSLEY	TONYS ACE HDWE	34.93
10/05/2020	MEGAN PAPASIANBROADWELL	AMAZON.COM*MK86Y5L70	84.89
10/05/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*MK11N4ZV0	50.98
10/05/2020	TAMMY SCHOLZ	AMAZON.COM*MK5VD61T1	18.31
10/05/2020	TAMMY SCHOLZ	AMAZON.COM*MK8ZA34E0	14.50
10/05/2020	CORRI NASTASI	AMZN MKTP US*MK6S753F2	107.94
10/05/2020	KARLA GRAESSLEY	AMZN MKTP US*MK0RR2N82	111.27
10/02/2020	KARLA GRAESSLEY	THE HOME DEPOT #6821	12.68
10/02/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*M41CI3WK0	299.98
10/02/2020	NICK NUGENT	MDE EDUCATOR LICENSE	45.00
10/02/2020	TAMMY SCHOLZ	EDUCATION WEEK	40.00
10/02/2020	DEBRA DIMAS	OFFICEMAX/DEPOT 6026	23.84
10/02/2020	DEBRA DIMAS	TARGET 00002824	28.00
10/02/2020	DEBRA DIMAS	TARGET 00013136	32.00
10/02/2020	DEBRA DIMAS	TARGET 00022079	16.00
10/02/2020	DEBRA DIMAS	TARGET 00025445	112.00
10/02/2020	CORRI NASTASI	AMAZON.COM*MK6XE84H2 A	142.29
10/01/2020	GREG RICHARDSON	TONYS ACE HDWE	11.95
10/01/2020	DEBRA SCOTT	GFS STORE #0950	90.97
10/01/2020	GREG RICHARDSON	TONYS ACE HDWE	9.11
10/01/2020	GREG RICHARDSON	TONYS ACE HDWE	2.60
10/01/2020	MICHELLE KRAUSE	SP * WWW.COBRAFRS.COM	64.61
10/01/2020	MICHELLE KRAUSE	DISCOUNTMUGS.COM	282.81
10/01/2020	JAMIE BUCZKO	SASED MIDWEST PBIS	50.00
10/01/2020	MEGAN PAPASIANBROADWELL	AMZN MKTP US*M458B0930	32.40
10/01/2020	CORRI NASTASI	AMZN MKTP US*MK5WT1NQ1	13.28
10/01/2020	CORRI NASTASI	AMZN MKTP US*MK6YY4NP1	71.96
10/01/2020	CORRI NASTASI	AMAZON.COM*M484H1IN0	212.94
10/01/2020	CORRI NASTASI	DOLLAR TREE, INC.	62.31
10/01/2020	CORRI NASTASI	WAL-MART #3487	20.82
10/01/2020	CORRI NASTASI	WM SUPERCENTER #3487	380.80
10/01/2020	GREG RICHARDSON	TONYS ACE HDWE	11.18

19,714.09

Harris Bank
Commercial Card Summary (P-Card)
For Month Ending - October 2020

<u>Date of Trans</u>	<u>Card Holder</u>	<u>Vendor</u>	<u>Amount</u>
10/26/2020	Brad Wilkins	Precision Roller	97.24
10/25/2020	Tameka Singleton	Clear Rate Communicati	1,865.95
10/23/2020	Brad Wilkins	Show Your Logo Inc	370.97
10/23/2020	Matthew Miller	Lifetime.Com	2,774.94
10/22/2020	Jason Zirnis	Amzn Mktp US 2t3601dv1	61.98
10/21/2020	Brad Wilkins	Precision Roller	146.79
10/20/2020	Brad Wilkins	Fedex 771818504071	18.62
10/20/2020	Christine Luptak	Downriver Refrig Sup C	18.01
10/20/2020	Christine Luptak	Orkin Llc 002	121.20
10/20/2020	Christine Luptak	Paypal Bisonplumbi	270.00
10/20/2020	Matthew Miller	Msbo	615.00
10/19/2020	Brad Wilkins	Paypal Sportsboyhp	1,495.00
10/19/2020	Tameka Singleton	Ups 000000r59480420	6.07
10/19/2020	Tameka Singleton	In Ppe Hero Llc	16,150.00
10/17/2020	Brad Wilkins	Apple.Com/Bill	1,499.80
10/15/2020	Brad Wilkins	Micro Center #055-Reta	1,199.99
10/15/2020	Brad Wilkins	Socialreport	49.00
10/15/2020	Brad Wilkins	Precision Roller	175.42
10/15/2020	Christine Luptak	Grainger	12.91
10/15/2020	Christine Luptak	Paypal Bisonplumbi	145.00
10/15/2020	Christine Luptak	Republic Services Tras	3,388.96
10/15/2020	Tameka Singleton	Corrigan Moving System	45.00
10/15/2020	Tameka Singleton	Republic Services Tras	167.41
10/15/2020	Tameka Singleton	Tmobile Auto Pay	328.98
10/14/2020	Christine Luptak	Msbo	150.00
10/14/2020	Tameka Singleton	Consumers Energy Co	151.32
10/14/2020	Tameka Singleton	Consumers Energy Co	170.09
10/14/2020	Amy Kruppe	Panera Bread #600694 O	40.78
10/13/2020	Brad Wilkins	Micro Center #055-Reta	339.82
10/13/2020	Brad Wilkins	Show Your Logo Inc	273.00
10/12/2020	Brad Wilkins	Vb Audio	5.02
10/12/2020	Brad Wilkins	Sq Oakland Schools	3,400.00
10/12/2020	Tameka Singleton	Consumers Energy Co	50.31
10/12/2020	Tameka Singleton	Procure Software	284.50
10/11/2020	Brad Wilkins	Paypal Sportsboyhp	(1,495.00)
10/11/2020	Tameka Singleton	Tmobile Auto Pay	1,067.00
10/09/2020	Christine Luptak	Airgas Usa, Llc	176.16
10/08/2020	Brad Wilkins	Apple.Com/Bill	105.99
10/07/2020	Jason Zirnis	Amzn Mktp US Mk48m28d1	1,989.90
10/06/2020	Jason Zirnis	Msbo	150.00
10/06/2020	Jason Zirnis	Msbo	170.00
10/06/2020	Jason Zirnis	Msbo	320.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	75.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	85.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	85.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	85.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	85.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	98.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	120.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	145.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	150.00
10/06/2020	Tameka Singleton	Ecolab Pest As400	235.00
10/05/2020	Brad Wilkins	Epromos Promotional Pr	6,196.32
10/05/2020	Christine Luptak	Autozone #2254	77.29
10/05/2020	Tameka Singleton	Ups 000000r59480400	6.99
10/05/2020	Tameka Singleton	Ricoh Usa, Inc	108.50

10/03/2020	Jason Zirnis	Bestbuy	14,849.55
10/02/2020	Christine Luptak	Vigilante Security Inc	320.00
10/01/2020	Matthew Miller	N2y Llc	3,727.46
09/30/2020	Christine Luptak	Vigilante Security Inc	1,124.00
09/30/2020	Jason Zirnis	Amzn Mktp US M404367z0	173.04
09/25/2020	Matthew Miller	Micro Center #055-Reta	635.98
09/25/2020	Tameka Singleton	Procure Software	292.00
09/25/2020	Tameka Singleton	Procure Software	345.50
09/25/2020	Tameka Singleton	Clear Rate Communicati	1,833.21

69,225.97

IN STATE				(Includes Sub)
Matthew Miller	Financial Strategies Conference	1.19.21	Kellogg Center Lansing	\$340.00
Matthew Miller	MSBO Annual Conference	4.20.21 - 4.22.21	TCF Center Detroit MI	\$500.00
Matthew Miller	MDE/MSBO Workshop	10.20.20	Ford Administration	\$190.00
Matthew Miller	Registry of Educational Personnel (REP)	3.17.21	Ford Administration	\$85.00
Sarah Battice	SLP Community of Practice - Significant disabilities	11/5/20	Virtual	\$0.00
Lenore Barshaw	START Training	11/5/20, 12/3/20, 1/7/21, 3/2/21, 4/15/21	Oakland Schools	\$0.00
Jennifer Jaszczalt	Early Childhood Special Education Conference	12/4/20	Virtual	\$0.00



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

To: Hazel Park Board of Education
From: Dr. Amy Kruppe, Superintendent
Date: November 9, 2020
Subject: AASA Conference Attendance

I am respectfully requesting approval to attend the 2021 AASA (American Association of School Administrators) Virtual National Conference on Education February 18-19, 2021. Given the COVID-19 restrictions we continue to have opportunities to attend national conferences virtually. I am asking your permission to attend the virtual conference to acquire updated information and requirements for the 2021-2022 school year.

Conference registration 499.00

Strategic Goal: Hazel Park Schools will develop innovative, independent and persistent learners who think critically, communicate effectively, and positively influence the local and global community

We respectfully request approval of the attendance of the AASA virtual conference.



NATIONAL CONFERENCE ON EDUCATION 2021 REGISTRATION FORM

FEBRUARY 18 & 19, 2021

AASA Member ID #: _____

First Name _____ Last Name _____

Nickname (for badge) _____

Job Title _____

School District _____

Preferred Address _____

Address Line 2 _____

City _____ State _____ Zip _____

Preferred Email _____ Secondary Email _____

Office Phone _____ Fax _____

Twitter Handle _____

Gender: Male Female

If you would prefer your email address not be included on AASA registration lists that may be purchased by exhibiting and sponsoring companies, please check this box.

Type of registration (check one):

Individual Registration Team Registration (see team registration requirements at right)

How many AASA National Conferences on Education have you attended?

First Conference 2-5 6-10 More than 10

Job category (check one):

<input type="checkbox"/> Superintendent	<input type="checkbox"/> Executive Director/ Director or Assistant Director	<input type="checkbox"/> Professor/Graduate Student
<input type="checkbox"/> Assistant Superintendent	<input type="checkbox"/> Consultant	<input type="checkbox"/> Other Cabinet Member
<input type="checkbox"/> School Board Member	<input type="checkbox"/> Central Office Administrator	<input type="checkbox"/> Retired
<input type="checkbox"/> Curriculum Director		<input type="checkbox"/> Other _____
<input type="checkbox"/> Principal or Assistant Principal		

Type of district (check one):

Rural/Small School Suburban Urban N/A

What is your district's total annual budget for education products?

<input type="checkbox"/> Under \$499,999	<input type="checkbox"/> \$1,000,000-	<input type="checkbox"/> More than \$5 million
<input type="checkbox"/> \$500,000-\$999,999	<input type="checkbox"/> \$4,999,999	<input type="checkbox"/> Uncertain

How many years have you been in the field of education?

1-5 6-10 11-15 16-20 21+

COMPLETE REGISTRATION

FAX REGISTRATION TO:

AASA Registration
415-293-4070

MAIL REGISTRATION TO:

AASA Registration
425 California Street, Suite 810
San Francisco, CA 94104

QUESTIONS?

Call AASA Registration,
866-226-4939 or 415-268-2097
(9am – 7pm EST).
Registrations cannot be taken
over the phone.

CONFERENCE REGISTRATION

STEP 1. ATTENDEE REGISTRATION FEES

Each paid individual or team registration fee includes admission to all conference sessions, and the NCE Exhibit Hall.

<input type="checkbox"/> MEMBER – Attendee Member*	\$499
<input type="checkbox"/> NMBR – Nonmember Attendee	\$699
<input type="checkbox"/> EMER – Emeritus Member*	C O M P L I M E N T A R Y
<input type="checkbox"/> COMPREHEN – Comprehensive Registration**	\$999
<input type="checkbox"/> Exhibit Hall Only <i>Registration will include access to the Exhibit Hall Only, no conference sessions.</i>	C O M P L I M E N T A R Y
<input type="checkbox"/> TEAM – Team Registration	\$350

* Membership status will be verified and the appropriate rate will be applied.

** Comprehensive Registration (CR) includes conference registration and all other AASA benefits and services.

Credit card payments for team registrations must be processed online. Visit aasa.org/nce.

For check and purchase order (P.O.) payments, you may use this form.

Minimum of 3 people are required from the same school district to be eligible for the team discount. At least 1 person must be a current Active Member. ALL forms MUST be submitted at the same time, NO EXCEPTIONS. Discount is not valid without school district and Member ID #.

School District: _____

ID # of AASA Member: _____

<input type="checkbox"/> Blessings in a Backpack Donation <i>Every \$4 you donate provides a bag of food for children who wouldn't otherwise have any over the weekend.</i>	\$ _____
--	----------

REGISTRATION CHANGES

Registration name transfers must be made in writing via fax to 415-293-4070, Attn: AASA Registration, or via email to aasasupport@cmrus.com by January 31, 2021. As all content will be available for 12 months post event no refunds or cancellations will be offered.

3 WAYS TO REGISTER

1. Online — register online at aasa.org/nce and receive your confirmation right away by email. Note: Registrations with P.O. or check payments must be mailed or faxed. Use of the registration form will delay receipt of your National Conference on Education registration confirmation ID.
2. Fax your registration to: AASA Registration, 415-293-4070
3. Mail your registration to: AASA Registration
425 California Street, Suite 810
San Francisco, CA 94104



Book Policy Manual
Section 0000 Bylaws
Title Copy of Vol. 33, No.1 - September 2018 New USE OF SOCIAL MEDIA
Code po0167.6
Status

0167.6 - USE OF SOCIAL MEDIA

Social Media, as defined in Bylaw 0100, shall not be used to conduct any form of Board business.

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Last Modified by Debbie Scott on October 2, 2020



Book	Policy Manual
Section	Policies for the board
Title	Copy of ANTI-HARASSMENT
Code	po1662
Status	
Adopted	May 15, 2017
Last Revised	September 17, 2018

1662 - **ANTI-HARASSMENT**

General Policy Statement

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

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

For purposes of this policy, "School District community" means students, administrators, and professional and support staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Other Violations of the Anti-Harassment Policy

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

- A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

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

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

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

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

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

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

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

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

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- K. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

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

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Reports and Complaints of Harassing Conduct

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

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to one (1) of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

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

~~Dr. Amy Kruppe~~ Office of Human Resources
Superintendent

Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030

~~248-658-5221~~ 248-658-5241

~~amy.kruppe@hazelparkschools.org~~ humanresources@hazelparkschools.org

~~Dr. Carla Postell~~

~~Dir. Of Curriculum Integration and Instruction~~

~~Hazel Park School District~~

~~1620 E. Elza Avenue~~

~~Hazel Park MI 48030~~

~~248-658-5284~~

~~carla.postell@hazelparkschools.org~~

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

(x) in the parent and staff handbooks.

(x) in the School District Annual Report to the public.

(x) on the School District's web site.

(x) on each individual school's web site.

(x) in the School District's calendar.

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

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

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

Investigation and Complaint Procedure (See Form 1662 F1)

Any employee or other member of the School District community or third party (e.g., visitor to the District) who believes that s/he has been subjected to unlawful harassment may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

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

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

Informal Complaint Procedure

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

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

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

As an initial course of action, if an individual feels that s/he is being unlawfully harassed and s/he is able and feels safe doing so, the individual should tell or otherwise inform the harasser that the conduct is unwelcome and must stop. Such direct communication should not be utilized in 40 circumstances involving sexual violence. The complaining individual should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance

Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the harasser of his/her complaint is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

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

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

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

- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

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

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the Board's records retention policy and/or Student Records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

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

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

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

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

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

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

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

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent. 42

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

[x] The decision of the Superintendent shall be final.

~~A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the date of the Superintendent's final decision.~~

~~In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.~~

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

Privacy/Confidentiality

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

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

~~All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the School Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Michigan's student records law will be maintained in a manner consistent with the provisions of the Federal and State laws.~~

Sanctions and Monitoring

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

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

Retaliation

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

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child ~~with a disability under the age of twenty one (21) or that a child~~ under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

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

Education and Training

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

Retention of Investigatory Records and Materials

- All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to: all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy.;

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

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

- written witness statements;

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

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

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

- written disciplinary sanctions issued to students or employees and other documentation that memorializes

oral disciplinary sanctions issued to students or employees for violations of this policy;

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

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

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

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

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

[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]

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

[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]

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

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

(.) copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;

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

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

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

Legal

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

Last Modified by Debbie Scott on October 7, 2020



Book	Policy Manual
Section	Policies for the board
Title	Copy of NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY
Code	po2260
Status	
Adopted	May 15, 2017

2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

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

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

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

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

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

A. Curriculum Content

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

B. Staff Training

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

C. Student Access

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

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

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

D. District Support

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

E. Student Evaluation

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

District Compliance Officers

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

~~Dr. Amy Kruppe~~ Office of Human Resources
Superintendent

Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030

~~248-658-5221~~ 248-658-5241

~~amy.kruppe@hazelparkschools.org~~ humanresources@hazelparkschools.org

~~Dr. Michelle Krause~~
Supervisor of Special Education

~~Hazel Park School District~~

~~1620 E. Elza Avenue~~

~~Hazel Park, MI 48030~~

~~248-658-5401~~

~~michelle.krause@hazelparkschools.org~~

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

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

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

general public. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

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

In addition, s/he shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation and exit guidelines and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading and writing, on an annual basis (also see Policy 2225).

Reports and Complaints of Unlawful Discrimination and Retaliation

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

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

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

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

Any Board employee who directly observes unlawful discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one (1) of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the student, if age eighteen (18) or older, or the student's parents if the student is under the age eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged wrongdoing.

Any student who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

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

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

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

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

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

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

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

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

- 50
- A. Advising the student about how to communicate his/her concerns to the person who allegedly engaged in the discriminatory/retaliatory behavior.

- B. Distributing a copy of Policy 2260 – Non-Discrimination and Access to Equal Educational Opportunity as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the student claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

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

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy and/or student records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the student elects to file a formal complaint initially, the formal complaint process shall be implemented.

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

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

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

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

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

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

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

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

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

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

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

~~A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.~~ The decision of the Superintendent shall be final.

~~In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.~~

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

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

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

Privacy/Confidentiality

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

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

~~All records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Michigan's student records law will be maintained in a manner consistent with the provisions of the Federal and State law.~~

Sanctions and Monitoring

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

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

Retaliation

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

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, ~~535~~ as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

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

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy must retain all information, documents, electronically stored information, and electronic media (as defined in Policy 8315) created and received as part of an investigation, which may include, but not be limited to:

1. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;
2. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
3. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
4. written witness statements;
5. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
6. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
7. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
8. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
9. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
10. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
11. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
12. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

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

[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]

14. **(X) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; [REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**
15. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
16. () copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
17. () copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;
18. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

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

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

Legal

M.C.L. 380.1146, 380.1704, 37.1101 et seq., 37.2402, 37.1402, 37.2101-37.2804

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendments Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended

29 C.F.R. Part 1635

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964

42 U.S.C. Section 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

34 C.F.R. Part 110 (7/27/93)

Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services, Department of Education, Office of Civil Rights, March 1979

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

Title III of the No Child Left Behind Act of 2001

Last Modified by Debbie Scott on October 7, 2020



Book	Policy Manual
Section	Policies for the board
Title	Copy of NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po3122
Status	
Adopted	May 15, 2017

3122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex, (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information or any other legally protected category, (collectively, "Protected Classes"), in its programs and activities, including employment opportunities.

District Compliance Officers

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

~~Amy Kruppe~~ Office of Human Resources
~~Superintendent~~

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

~~Daniel Romzek~~
~~Assistant Superintendent of Business and Operations~~
~~Hazel Park School District~~
~~1620 E. Elza Avenue~~
~~Hazel Park, MI 48030~~
~~248-658-5217~~
~~dan.romzek@hazelparkschools.org~~

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

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II, of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, and Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members, and the general public. Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition,

any gender- specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level employee or official who receives such a complaint shall file it with the CO within two (2) school days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

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

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employee within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 3122 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

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

required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

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

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

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

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

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

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

- A. Advising the individual about how to communicate his/her concern to the person who allegedly engaged in the discriminatory/retaliatory behavior.
- B. Distributing a copy of Policy 3122 – Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

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

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy. (See Policy 8310)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a Principal, the CO, Superintendent, or other District-level employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a

Complainant informs a Principal, Superintendent, or other District-level employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

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

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

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

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

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3122 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provide recommendations

based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

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

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

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

The decision of the Superintendent shall be final.

~~A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.~~

~~In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.~~

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

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

Privacy/Confidentiality

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

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

~~All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy.~~

Sanctions and Monitoring

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

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

Retaliation

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

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

1. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy.;
2. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy.;
3. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy.;
4. written witness statements.;
5. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements.;
6. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident).;
7. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose

content is otherwise memorialized in other documents;

-
- 8. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy.;
-
- 9. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy.;
-
- 10. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders.;
-
- 11. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.;
-
- 12. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct).;
-
- 13. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment.;

[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]

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- 14. (X) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**
-
- 15. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms.;
-
- 16. () copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy.;
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- 17. () copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing.;
-
- 18. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

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

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330

for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

34 C.F.R. Part 110 (7/27/93)

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 2000e et seq., Civil Rights Act of 1964

29 U.S.C. 701 et seq., Rehabilitation Act of 1973 as amended

29 C.F.R. Part 1635

Last Modified by Debbie Scott on October 7, 2020



Book	Policy Manual
Section	Policies for the board
Title	Copy of ANTI-HARASSMENT
Code	po3362
Status	
Adopted	May 15, 2017

3362 - **ANTI-HARASSMENT**

General Policy Statement

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

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

For purposes of this policy, "School District community" means students, administrators, and professional and support staff, as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Other Violations of the Anti-Harassment Policy

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

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

- B. Filing a malicious or knowingly false report or complaint of unlawful harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Bullying

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

- A. teasing;
- B. threats;
- C. intimidation;
- D. stalking;
- E. cyberstalking;
- F. cyberbullying;
- G. physical violence;
- H. theft;
- I. sexual, religious, or racial harassment;
- J. public humiliation; or
- K. destruction of property.

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

- A. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
- B. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or
- C. has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

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

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

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

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

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- J. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- K. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an

individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

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

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Reports and Complaints of Harassing Conduct

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

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the

complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to one of the Anti-Harassment Compliance Officers who shall investigate the allegation in accordance with this policy. While the Compliance Officer investigates the allegation, the Principal shall suspend his/her Policy 5517.01 investigation to await the Compliance Officer's written report. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide him/her with a copy of the resulting written report.

Anti-Harassment Compliance Officers

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

~~Amy Kruppe~~ Office of Human Resources Superintendent

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

~~Daniel Romzek~~
~~Assistant Superintendent of Business and Operations~~
~~Hazel Park School District~~
~~1620 E. Elza Avenue~~
~~Hazel Park, MI 48030~~
~~248-658-5217~~
~~dan.romzek~~@hazelparkschools.org

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

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

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

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the student, ~~page eighteen~~ (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate

the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Investigation and Complaint Procedure (See Form 3362 F1)

Any employee or other member of the School District community or third party (e.g., visitor to the District) who believes that s/he has been subjected to unlawful harassment may seek resolution of his/her complaint through either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

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

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

Informal Complaint Procedure

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

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

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

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

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

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

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options

designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful harassment, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate the unwelcome nature of the behavior to the alleged harasser.
- B. Distributing a copy of the anti-harassment policy as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works or attends.
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.

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

~~All materials generated as part of the informal complaint process will be retained by the Compliance Officers in accordance with the Board's records retention policy and/or Student Records policy. (See Policy 8310 and Policy 8330)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

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

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

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

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

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

whatever actions s/he deem appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation.

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

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

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

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

The decision of the Superintendent shall be final.

~~A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.~~

~~In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.~~

The Board reserves the right to investigate and resolve a ⁷²complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or third party alleging the unlawful

harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

Privacy/Confidentiality

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

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

~~All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the School Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Michigan's student records law will be maintained in a manner consistent with the provisions of the Federal and State laws.~~

Sanctions and Monitoring

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

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

Retaliation

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

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child ~~with a disability under the age of twenty one (21) or that a child~~ under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency ~~or~~ to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of

harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

1. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;
2. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
3. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
4. written witness statements;
5. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
6. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
7. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
8. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
9. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
10. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
11. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
12. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to

communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);

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

[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]

14. () documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**
15. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
16. () copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
17. () copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;
18. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

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

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

Legal

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

Last Modified by Debbie Scott on October 7, 2020



Book	Policy Manual
Section	Policies for the board
Title	Copy of NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code	po4122
Status	
Adopted	May 15, 2017

4122 - **NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY**

The Board of Education does not discriminate on the basis of race, color, national origin, sex, (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category, (collectively, "Protected Classes") in its programs and activities, including employment opportunities.

District Compliance Officers

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

~~Dr. Amy Kruppe~~ Office of Human Resources
~~Superintendent~~

Hazel Park School District
1620 E. Elza Avenue
Hazel Park, MI 48030
248-658-~~5284~~5241
~~amy.kruppe~~ humanresources@hazelparkschools.org

~~Dr. Carla Postell~~
~~Dir. Of Curriculum Integration and Instruction~~
~~Hazel Park School District~~
~~1620 E. Elza Avenue~~
~~Hazel Park MI 48030~~
~~248-658-5284~~
~~carla.postell@hazelparkschools.org~~

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

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, and Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975, is provided to staff members, and the general public. Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition,

any gender- specific terms should be eliminated from such contracts. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. Any administrator, supervisor, or other District-level employee or official who receives such a complaint shall file it with the CO within two (2) school days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

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

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one (1) of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employee within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 4122 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is to quickly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those

circumstances where the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

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

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

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

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

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

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

- A. Advising the individual about how to communicate his/her concern to the person who allegedly engaged in the discriminatory/retaliatory behavior.
- B. Distributing a copy of Policy 4122 – Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

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

~~All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy. (See Policy 8310)~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

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

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

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

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

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

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 4122 - Non-Discrimination. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Complainant has been subjected to unlawful discrimination/retaliation. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or

retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

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

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

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

The decision of the Superintendent shall be final.

~~A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of his/her receipt of the Superintendent's final decision.~~

~~In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) business days of this meeting. The decision of the Board will be final.~~

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

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

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

Privacy/Confidentiality

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

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

~~All public records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy.~~

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

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

Retaliation

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

Education and Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

1. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;
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2. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
-
3. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;
-
4. written witness statements;
-
5. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
-
6. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
-
7. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
-

8. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
9. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
10. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
11. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
12. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
13. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]

14. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**
15. documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;
16. copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;
17. copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;
18. copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.

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

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

Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

34 C.F.R. Part 110 (7/27/93)

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 2000e et seq., Civil Rights Act of 1964

29 U.S.C. 701 et seq., Rehabilitation Act of 1973 as amended

29 C.F.R. Part 1635

Last Modified by Debbie Scott on October 7, 2020

Book	Policy Manual
Section	Special Update - Title IX Regulations - July 2020
Title	Special Update - Title IX Regulations - July 2020 Rescind/Delete SEXUAL VIOLENCE
Code	po5517.02
Status	From Neola
Adopted	May 15, 2017
Last Revised	September 17, 2018

~~5517.02—SEXUAL VIOLENCE~~

~~The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its education programs and activities. The Board is committed to maintaining an education and work environment that is free from all forms of unlawful harassment, including sexual harassment.~~

~~Sexual harassment, including sexual violence, interferes with students' rights to receive an education free from discrimination, and, in the case of sexual violence, is a crime. Pursuant to its Title IX obligations, the Board is committed to eliminating sexual violence in all forms and will take appropriate action against any individual found responsible for violating this policy. To further its commitment against sexual violence, the Board provides reporting options, an investigative and disciplinary process, and other related services as appropriate.~~

~~This policy applies to all student complaints, whether filed by a student, his/her parent, an employee, or third party on the student's behalf. It applies to all District operations, programs, and activities, as well as to unlawful conduct occurring on school property or during a Board sponsored activity. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment.~~

~~Definitions~~

~~**Sexual Harassment**~~

~~As detailed further in Policy 5517, sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature. Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.~~

~~Examples include, but are not limited to:~~

- ~~A. unwelcome sexual propositions, invitations, solicitations, and flirtations;~~
- ~~B. unwanted physical and/or sexual contact;~~
- ~~C. threats or insinuations implying that a person's conditions of education may be adversely affected by not submitting to sexual advances;~~
- ~~D. unwelcome sexual verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; unwelcome sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls;~~
- ~~E. sexually suggestive objects, pictures, videotapes, audio recordings or literature;~~
- ~~F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;~~
- ~~G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humili85 on to another;~~

- H. ~~speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;~~
- I. ~~inappropriate boundary invasions into a student's personal space and personal life; and~~
- J. ~~verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.~~

Sexual Violence

~~Sexual violence, as used in this policy, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age, intellectual or other disability, or use of drugs or alcohol).~~

~~Sexual violence includes rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Sexual violence can be carried out by school employees, other students, or third parties. All such acts of sexual violence are forms of sexual harassment and, in turn, sex discrimination prohibited by Title IX.~~

~~Harassing conduct creates a hostile environment when it interferes with or limits a student's ability to participate in or benefit from the school's program. A single or isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe. For example, a single instance of rape is sufficiently severe to create a hostile environment.~~

Anti-Harassment Compliance Officers

~~The Board designates the following individuals to serve as "Anti-Harassment Compliance Officers" for the District. They are hereinafter referred to as the "Compliance Officers."~~

~~**[NOTE: For the complainant's comfort, districts are advised to appoint both a male and a female Compliance Officer. The Compliance Officers may also serve as the District's Section 504/ADA and Title IX Coordinators.]**~~

 (Name)

 (School District Title)

 (Telephone Number)

 (Office Address)

 (E-mail Address)

 (Name)

 (School District Title)

 (Telephone Number)

 (Office Address)

 (E-mail Address)

~~The names, titles, and contact information of these individuals will be published annually:~~

- A. ~~() in the student, parent, and staff handbooks.~~
- B. ~~() in the School District Annual Report to the public.~~
- C. ~~() on the School District's web site.~~
- D. ~~() on each individual school's web site.~~
- E. ~~() in the School District's calendar.~~
- F. ~~() _____.~~

~~The Compliance Officers are available during regular school work hours to discuss Title IX questions, sexual violence concerns, and to assist students, other members of the School District community, and third parties.~~

~~Compliance Officers shall accept sexual violence complaints directly from any members of the School District community or a visitor to the District, as well as those initially filed within a school building administrator. Upon receiving a complaint, the Compliance Officer or designee will discuss confidentiality issues with the complainant (and his/her parent, if the complainant is a minor), and open an investigation as described below.~~

Complaint Procedures

Reporting

~~Students and Board employees are required, and parents, community members, and third parties are encouraged, to report sexual violence promptly to a teacher, administrator, supervisor, or other school official. Reports can be made orally or in writing, and should be as specific as possible. The person making the report shall identify the alleged victim, perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s). The District, however, will investigate and address all reports to the extent possible.~~

~~A student has a right to file criminal and/or Title IX complaints simultaneously. A student does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to sexual violence or any other Title IX concerns may also be filed with the U.S. Department of Education's Office for Civil Rights.~~

~~Any teacher, administrator, supervisor, or other school employee or official who receives such a complaint shall file it with the District's Compliance Officer within two (2) school days, and shall comply with his/her mandatory reporting responsibilities. The Compliance Officer will oversee the District's investigation and response to any Title IX related complaints, but s/he may delegate the investigative process to another individual ("Designee"). The Board reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy.~~

Confidentiality

~~The District respects students' privacy and will only disclose information regarding alleged sexual violence to individuals who are responsible for handling the school's response, the student's parents (if the student is a minor or is considered a dependent under Section 152 of the Internal Revenue Code), or as otherwise required by law. During the course of a formal investigation, the Compliance Officer/designee will instruct all interviewees about the importance of maintaining confidentiality. Interviewees will be directed not to disclose any information that s/he learns or that s/he provides during the course of the investigation to third parties.~~

~~Students or their parents sometimes ask that the students' names not be disclosed to the alleged perpetrators or that no investigation or disciplinary action be pursued to address the alleged sexual violence. Upon such a request, the Compliance Officer/designee will inform the student and his/her parent that honoring the request may limit the District's ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator. The official will also explain that Title IX includes protections against retaliation, and that school officials will not only take steps to prevent retaliation but also take strong responsive action if it occurs.~~

~~Should the student or his/her parents continue to request complete confidentiality, the Compliance Officer/designee will balance the student's privacy request with the District's obligation to provide a safe and non-discriminatory environment for all students. Should the official determine that the District can honor the student's or parent's request and remain in compliance with its Federal and State obligations, the District may limit its investigation and/or formal action against the alleged perpetrator. The District will, however, take other action to address the sexual violence. This may include increasing monitoring and security, offering schedule changes, and conducting climate surveys.~~

~~If the Compliance Officer/designee determines that the District must disclose the student's identity to an alleged perpetrator, s/he will inform the student and his/her parents prior to disclosure. The District will then afford interim protection measures to the student as appropriate.~~

Investigation

~~The District is committed to investigating all sexual violence complaints in an adequate, reliable, impartial, and prompt manner. The investigation will seek to determine whether the conduct occurred, and if so, what actions the school will take to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects.~~

~~The investigation may include:~~

- ~~A. interviewing the complainant, perpetrator, and any witnesses;~~
- ~~B. reviewing law enforcement investigation documents;~~
- ~~C. reviewing student and personnel files;~~
- ~~D. gathering and examining other relevant documents or evidence; and~~
- ~~E. providing a disciplinary hearing as needed.~~

~~The District affords both parties a balanced and fair process. Specifically, the complainant has the same rights throughout the proceeding as the alleged perpetrator. Both parties, for example, will have an equal opportunity to~~

~~present relevant witnesses and other evidence at a disciplinary hearing. Likewise, the District's appeal process is available to both parties. The District, however, does not require complainants to be present for the hearing or appeal. Further, the District will not permit parties to personally question or cross-examine each other directly.~~

[OPTION]

~~[] Additionally:~~

- ~~A. () The District permits both parties to have legal counsel or other advisors at any stage of the proceedings. Any restrictions on legal counsel participation apply to both parties equally.~~
- ~~B. () The District permits both parties to submit third-party testimony.~~
- ~~C. () The District permits both parties to be present for the entire hearing, but it will not require the complainant and alleged perpetrator to be present in the same room at the same time.~~

[END OF OPTION]

~~In resolving a complaint, the District uses a preponderance of the evidence standard, determining whether it is more likely than not that sexual violence occurred.~~

Timeline

~~The Compliance Officer/designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days after receipt of a report of sexual violence to advise s/he/them of the Board's intent to investigate the alleged misconduct. The Compliance Officer/designee will also inform the alleged perpetrator of the opportunity to submit a written response to the complaint within five (5) business days. The District's investigation, including a disciplinary hearing process (but not appeal), may take up to sixty (60) calendar days to complete. This timeframe may be extended on a case-by-case basis, depending on the complexity and severity of the matter, criminal investigation requirements, and school breaks. During this period, the District will provide the complainant with periodic updates on the status of the investigation.~~

Interim Measures

~~During the investigation, the District will take interim steps to facilitate the complainant's equal access to its education programs. These steps may include, but are not limited to: 1) notifying the complainant of his/her options to avoid contact with the alleged perpetrator; 2) allowing the complainant to change his/her academic, extracurricular, transportation, dining, and working situation as appropriate; and 3) informing complainant of other available resources, such as counseling, legal assistance, and victim advocacy. Specific interim measures will be considered and offered on a case-by-case basis.~~

Notice

~~Upon completing its investigation, the District will notify both parties in writing about the outcome of the complaint and any appeal. Specifically, the District will notify the complainant: 1) as to whether the investigation substantiated the allegations; 2) of individual remedies offered to the complainant; 3) of sanctions imposed on the perpetrator that directly relate to the complainant; and 4) other steps the District has taken to eliminate the hostile environment and prevent recurrence. The alleged perpetrator will be notified of the investigation's result and disciplinary consequence to him/her, if any. The District will not notify the alleged perpetrator about the individual remedies afforded to the complainant. All aforementioned notifications will comply with Federal and State privacy laws, including the Family Education Rights and Privacy Act (FERPA).~~

Remedies

~~The District will provide a prompt and equitable resolution. If the investigation substantiates the complaint, the District will take steps to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects. In addition to imposing disciplinary consequences on the perpetrator, the District will consider the following individual and global remedies, on a case-by-case basis:~~

- ~~A. providing medical, counseling, and academic support services to the complainant and/or perpetrator;~~
- ~~B. re-arranging schedules at the complainant's request;~~
- ~~C. affording the complainant extra time to complete or retake classes without academic penalty;~~
- ~~D. reviewing any disciplinary proceedings against the complainant;~~
- ~~E. training or retraining employees;~~
- ~~F. developing materials on sexual violence;~~
- ~~G. conducting sexual violence prevention programs; and~~
- ~~H. conducting climate checks.~~

~~The District will not offer mediation in cases involving sexual violence. Disciplinary consequences against offenders may include suspension, expulsion, termination, and any other sanctions the Board deems appropriate. Any~~

~~discipline meted out to offenders will comply with special education and Section 504 laws and regulations.~~

~~Appeals Process~~

~~Both complainants and perpetrators may appeal the outcome of the investigation. Any appeal opportunities afforded to the alleged perpetrator are also afforded to the complainant. Any party wishing to appeal the outcome of the investigation must submit a written appeal to the Board within ten (10) school days after receipt of the written notice of the outcome of the investigation. The Board shall, within twenty (20) work days, conduct a hearing concerning the appeal. The Board shall provide a written decision to the appealing individual within ten (10) work days following completion of the hearing.~~

~~Retaliation~~

~~Federal law strictly prohibits retaliation against a complainant or witness. The District will inform complainant of this prohibition and direct him/her to report retaliation, whether by students or school officials, to the Compliance Officer. Upon learning of retaliation, school officials will take strong responsive action as appropriate.~~

~~Training~~

~~All staff will be trained so they know to report harassment to appropriate school officials. This training will include practical information about how to identify and report sexual harassment, including sexual violence. The training will be provided to any employees likely to witness or receive complaints involving sexual harassment and/or sexual violence, including teachers, school law enforcement unit employees or school resource officers, school administrators, school counselors, and health personnel. Further, school administrators responsible for investigating allegations of sexual harassment and sexual violence will be trained how to conduct such investigations and respond properly to such charges.~~

~~Retention of Investigatory Records and Materials~~

~~-~~

~~All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:~~

- ~~A. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;~~
- ~~B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;~~
- ~~C. any documentation that memorializes the actions taken by District personnel related to the investigation and/or the District's response to the alleged violation of this policy;~~
- ~~D. written witness statements;~~
- ~~E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;~~
- ~~F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after the fact commentary about or media coverage of the incident);~~
- ~~G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;~~
- ~~H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;~~
- ~~I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;~~
- ~~J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;~~
- ~~K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;~~

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

~~[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]~~

- N. ~~() documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;~~
~~[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]~~
- O. ~~() documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~
- P. ~~() copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;~~
- Q. ~~() copies of any notices sent to the complainant and alleged perpetrator in advance of any interview or hearing;~~
- R. ~~() copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the complainant or the alleged perpetrator.~~

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

~~-~~

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

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Legal

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
42 U.S.C. 2000d et seq.
42 U.S.C. 2000e et seq.
42 U.S.C. 1983
34 C.F.R. Part 106
Dear Colleague Letter on Sexual Violence (Office for Civil Rights, 2011)
OCR's Revised Sexual Harassment Guidance (2001)

Last Modified by Debbie Scott on July 23, 2020

Book	Policy Manual
Section	Policies for the board
Title	Copy of EXPULSIONS/SUSPENSIONS - REQUIRED BY STATUTE
Code	po5610.01
Status	
Adopted	May 15, 2017

~~5610.01—EXPULSIONS/SUSPENSIONS—REQUIRED BY STATUTE~~

~~The Board of Education is continually concerned about the safety and welfare of District students and staff and, therefore, will not tolerate behavior that creates an unsafe environment, a threat to safety or undue disruption of the educational environment.~~

~~Weapons, Arson, Criminal Sexual Conduct~~

~~In compliance with State and Federal law, the Superintendent shall expel any student who possesses a dangerous weapon in a weapon free school zone in violation of State law or commits either arson or criminal sexual conduct in a District building or on District property, including school buses and other school transportation.~~

~~For purposes of this policy, a dangerous weapon is defined as "a firearm, dagger, dirk, stiletto, knife with a blade over three (3) inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles" or other devices designed to or likely to inflict bodily harm, including, but not limited to, air guns and explosive devices. The term "firearm" is defined as: a) 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 the explosive; b) the frame or receiver of any such weapon; c) any firearm muffler or firearm silencer; or d) any destructive device. Such term does not include an antique firearm.~~

~~The Superintendent need not expel for possession of a dangerous weapon if the student can establish in a clear and convincing manner to the satisfaction of the Superintendent that:~~

- ~~A. the object or instrument was not possessed for use as a weapon, or for direct or indirect delivery to another person for use as a weapon;~~
- ~~B. the weapon was not knowingly possessed;~~
- ~~C. the student did not know or have reason to know that the object or instrument possessed constituted a dangerous weapon; or~~
- ~~D. the weapon was possessed at the suggestion, request, or direction of, or with the express permission of a District administrator or the police.~~

~~There is a **rebuttable presumption** that expulsion for possessing the weapon is not justified if the Superintendent determines in writing that the student has established that s/he fits under one of the exceptions above by clear and convincing evidence, and that the student has no previous history of suspension or expulsion. The above exceptions will not apply to student misconduct involving sexual conduct or arson.~~

~~Physical and Verbal Assault~~

~~The Board shall permanently expel a student in grade six (6) or above if that student commits physical assault at school against a District employee, volunteer, or contractor.~~

~~The Board shall suspend or expel a student in grade six (6) or above for up to 180 school days if the student commits physical assault at school against another student.~~

~~Physical assault is defined as "intentionally causing or attempting to cause physical harm to another through force or violence."~~

~~The Board shall suspend or expel a student in grade six (6) or above and may discipline, suspend or expel a student in grade five (5) and below for a period of time as determined at the Board's discretion if the student commits verbal assault at school against a District employee, volunteer, or contractor or makes a bomb threat or similar threat directed at school building, property, or at a school related activity.~~

~~Verbal assault is a communicated intent to inflict physical or other harm on another person, with a present intent and ability to act on the threat.~~

~~"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.~~

~~Factors To Be Considered Before Suspending or Expelling a Student~~

~~Prior to suspending or expelling a student for any of the above statutorily mandated reasons, except as noted below, the Superintendent shall consider the following factors:~~

- ~~A. the student's age~~
- ~~B. the student's disciplinary history~~
- ~~C. whether the student has a disability~~
- ~~D. the seriousness of the violation or behavior~~
- ~~E. whether the violation or behavior committed by the student threatened the safety of any student or staff member~~
- ~~F. whether restorative practices will be used to address the violation or behavior~~
- ~~G. whether a lesser intervention would properly address the violation or behavior~~

~~The Superintendent will exercise discretion over whether or not to suspend or expel a student for the statutorily mandated reasons. In exercising that discretion for a suspension of more than ten (10) days or expulsion, there is a **rebuttable presumption that a suspension or expulsion is not justified** unless the Superintendent can demonstrate that it considered each of the factors listed above. For a suspension of ten (10) days or fewer, there is no rebuttable presumption, but the Superintendent will still consider the factors.~~

~~Exception: If a student possesses a firearm in a weapon free school zone, the student will be permanently expelled without considering the above factors, unless the student can establish mitigating factors by clear and convincing evidence.~~

~~Alternative Services~~

~~An expelled or suspended student may be enrolled in the District's Alternative Education Program upon the Superintendent's recommendation. Students who are expelled for dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor and are enrolled in a program operated for expelled students shall be physically separated at all times during the school day from the general student population.~~

~~The District may provide appropriate instructional services at home for an expelled student who is not placed in an Alternative Education Program. The type of instructional services provided shall be similar to that provided to homebound or hospitalized students and shall be contracted for in the same manner.~~

~~Disabled students under IDEA or Section 504 shall be expelled only in accordance with Board Policy 5605 and Federal due process rights appropriate to these students.~~

~~For expulsions for dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor, the Superintendent shall provide that the expulsion is duly noted in the student's record and that the student has been referred to the Department of Human Services or Mental Health Department within three (3) school days after the expulsion and the parents have been informed of the referral. Furthermore, the Superintendent shall ensure that, if a student who is expelled is below the age of sixteen (16), then notification of the expulsion shall be given to the Juvenile Division of the Probate Court. In compliance with Federal law, the Superintendent shall also refer any student, regardless of age, expelled for possession of a dangerous weapon to the criminal justice or juvenile delinquency system serving the District. In addition, the Superintendent shall ensure that a copy of this policy and Policy 5610 is sent to the State Department of Education as well as a description of the circumstances surrounding the expulsion of a student for possessing a weapon in a weapon free school zone together with the name of the school, the number of students so expelled, and the types of weapons that were brought into the weapon free school zone and other reasons listed in Policy 8400.~~

~~A student who has been expelled under this policy for dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor may apply for reinstatement in accordance with the following guidelines:~~

- ~~A. If the student is in grade 5 or below at the time of the expulsion and was expelled for possessing a firearm or threatening another person with a dangerous weapon, the parents, legal guardian, the adult student, or the emancipated minor may submit a request for reinstatement after sixty (60) school days from the date of expulsion, but the student may not be reinstated before ninety (90) school days from the expulsion date.~~
- ~~B. If the student is in grade 5 or below at the time of the expulsion and was expelled for a reason other than possessing a firearm or threatening another person with a dangerous weapon, the parents, legal guardian, the adult student, or the emancipated minor may submit a request for reinstatement at any time, but the student may not be reinstated before ten (10) school days from the expulsion date.~~
- ~~C. If the student is in grade 6 or above at the time of the expulsion, the parents, legal guardian, the adult student, or the emancipated minor may submit a request for reinstatement after 150 school days from the date of the expulsion, but the student may not be reinstated before 180 school days from the expulsion date.~~
- ~~D. The parent, adult student, or emancipated minor shall submit the request for reinstatement to the Superintendent on District Form 5610.01 F1.~~
- ~~E. The Superintendent shall, within ten (10) school days after receiving the form, submit the request, together with any other information s/he deems pertinent to the requested reinstatement, to a Board appointed committee consisting of two (2) Board members, a District administrator, a teacher, and a parent of a District student.~~
- ~~F. The committee shall, within ten (10) school days after being appointed, review all pertinent information, and submit its recommendation to the Board. The recommendation may be for unconditional reinstatement, conditional reinstatement, or non reinstatement, based on the committee's consideration of:~~
 - ~~1. the extent to which reinstatement would create a risk of harm to students or school personnel;~~
 - ~~2. the extent to which reinstatement would create a risk of District or individual liability for the Board or District personnel;~~
 - ~~3. the age and maturity of the student;~~
 - ~~4. the student's school record before the expulsion incident;~~
 - ~~5. the student's attitude concerning the expulsion incident;~~
 - ~~6. the student's behavior since the expulsion and the prospects for remediation;~~
 - ~~7. if the request was filed by a parent, the degree of cooperation and support the parent has provided and will provide if the student is reinstated, including, but not limited to the parent's receptiveness toward possible conditions placed on the reinstatement. Such conditions may, as an example, include a written agreement by the student and/or a parent who filed the reinstatement request to:~~
 - ~~a. abide by a behavior contract which may involve the student, his/her parents, and an outside agency;~~
 - ~~b. participate in an anger management program or other counseling activities;~~
 - ~~c. cooperate in processing and discussing periodic progress reviews;~~
 - ~~d. meet other conditions deemed appropriate by the committee;~~
 - ~~e. accept the consequences for not fulfilling the agreed upon conditions.~~

~~The committee may also allow the parent, adult student, or emancipated minor to propose conditions as part of the request for reinstatement.~~

~~The Board shall make its decision no later than the next regular Board meeting following the committee's submission of its recommendations. The Board's decision shall be final and not subject to appeal.~~

~~In the event a student who has been permanently expelled from another school district requests admission to this District, the Board shall, in making its decision, rely upon the recommendation of the Superintendent.~~

~~Students expelled for reasons other than dangerous weapons, arson, criminal sexual conduct or assault upon an employee, volunteer or contractor may also petition the Board for reinstatement. The Board may, at its discretion, consider the petition in accordance with the standards and the procedures it determines to be appropriate under the circumstances.~~

~~The Superintendent shall ensure that Board policies and District guidelines regarding a student's rights to due process are adhered to when dealing with a possible suspension or expulsion under this policy.~~

Legal

M.C.L. 380.1310, 380.1311, 380.1310d, 380.1311a

Last Modified by Debbie Scott on July 23, 2020

Book	Policy Manual
Section	Policies for the board
Title	Copy of STUDENT SECLUSION AND RESTRAINT
Code	po5630.01
Status	
Adopted	May 15, 2017
Last Revised	September 17, 2018

5630.01 - STUDENT SECLUSION AND RESTRAINT

This policy is intended to provide the framework for organizational supports that result in effective interventions based on team-based leadership, data-based decision-making, continuous monitoring of student behavior, regular universal screening and effective on- going professional development. The District is committed to investing in prevention efforts and to teach, practice and reinforce behaviors that result in positive academic and social outcomes for students.

In the event that staff members need to restrain and/or seclude students, it must be done in accordance with this policy, which is intended to:

- A. promote the care, safety, welfare and security of the school community and the dignity of each student;
- B. encourage the use of proactive, effective, evidence and research based strategies and best practices to reduce the occurrence of challenging behaviors, eliminate the use of seclusion and restraint, and increase meaningful instructional time for all students; and
- C. ensure that seclusion and restraint are used only as a last resort in an emergency situation and are subject to diligent assessment, monitoring, documentation and reporting by trained personnel.

In furtherance of these objectives, the District will utilize Positive Behavioral Interventions and Supports (PBIS) to enhance academic and social behavior outcomes for all students. PBIS implemented by the District will include socially valued and measurable outcomes, empirically validated and practical practices, systems that efficiently and effectively support implementation of these practices, and continuous collection and use of data for decision-making.

EMERGENCY SECLUSION

A. Prohibited Practices and Limitations on Use

The following practices are prohibited under all circumstances, including emergency situations:

1. confinement of students who are severely self-injurious or suicidal

2. corporal punishment, as defined in M.C.L. 380.1312(1) of the revised school code, 1976 PA 451
3. the deprivation of basic needs
4. anything constituting child abuse
5. seclusion of pre-school children
6. seclusion that is used for the convenience of school personnel
7. seclusion as a substitute for an educational program
8. seclusion as a form of discipline or punishment
9. seclusion as a substitute for less restrictive alternatives, adequate staffing or school personnel training in PBIS
10. when contraindicated based on (as documented in a record or records made available to the school) a student's disability, health care needs, or medical or psychiatric condition

B. Definition of Emergency Seclusion

Seclusion means the confinement of a student in a room or other space from which the student is physically prevented from leaving. Seclusion does not include the general confinement of students if that confinement is an integral part of an emergency lockdown drill required under Section 19(5) of the Fire Prevention Code, 1941 PA 207, M.C.L. 29.19, or of another emergency security procedure that is necessary to protect the safety of students.

Emergency seclusion is a last resort emergency safety intervention involving seclusion that is necessitated by an ongoing emergency situation and that provides an opportunity for the student to regain self-control while maintaining the safety of the student and others.

To qualify as emergency seclusion, there must be continuous observation by school personnel of the student and the room or area used for confinement:

1. must not be locked
2. must not prevent the student from exiting the area should staff become incapacitated or leave that area
3. must provide for adequate space, lighting, ventilation, viewing, and the safety of the student
4. must comply with State and local fire and building codes

C. **Time and Duration** Emergency seclusion should not be used any longer than necessary, based on research and evidence, to allow a student to regain control of his/her behavior to the point that the emergency situation necessitating the use of emergency seclusion is ended, but generally no longer than:

1. fifteen (15) minutes for an elementary school student;
2. twenty (20) minutes for a middle school or high school student

If an emergency seclusion lasts longer than the suggested maximum times above, the following are required:

1. additional support (which may include change of staff, introducing a nurse or specialist, or additional key identified personnel)

2. documentation to explain the extension beyond the time limit

Additional procedures and requirements applicable to both seclusion and restraint are set out below.

EMERGENCY RESTRAINT

A. Prohibited Practices

The following procedures are prohibited under all circumstances, including emergency situations:

1. mechanical restraint
2. chemical restraint
3. corporal punishment as defined in 380.1312(1) of the revised school code, 1976 PA 451, otherwise known as the Corporal Punishment Act
4. the deprivation of basic needs
5. anything constituting child abuse
6. restraint that is used for the convenience of school personnel
7. restraint as a substitute for an educational program
8. restraint as a form of discipline or punishment
9. restraint as a substitute for less restrictive alternatives, adequate staffing or school personnel training in PBIS
10. when contraindicated based on (as documented in a record or records made available to the school) a student's disability, health care needs, or medical or psychiatric condition
11. any restraint that negatively impacts breathing, including any positions, whether on the floor, facedown, seated or kneeling, in which the student's physical position (e.g., bent over) is such that it is difficult to breathe, including situations that involve sitting or lying across an individual's back or stomach
12. prone restraint (the restraint of a person face down)
NOTE: School personnel who find themselves involved in the use of a prone restraint as the result of responding to an emergency must take immediate steps to end the prone restraint.
13. the intentional application of any noxious substance(s) or stimuli that results in physical pain or extreme discomfort

A noxious substance or stimuli can either be generally acknowledged or specific to the student.
14. physical restraint, other than emergency physical restraint
15. any other type of restraint not expressly allowed

B. Definition of Restraint

Restraint means an action that prevents or significantly restricts a student's movement. Physical restraint is intended for the purposes of emergency situations only, in which a student's behavior poses imminent risk

to the safety of the individual student or to the safety of others. An emergency situation requires an immediate intervention.

Emergency physical restraint is a last resort emergency safety intervention involving physical restraint that is necessitated by an ongoing emergency situation and that provide an opportunity for the student to retain self- control while maintaining the safety of the student and others. An emergency situation requires an immediate intervention. Emergency physical restraint may not be used in place of appropriate less restrictive interventions.

There are three (3) types of restraint: physical, chemical, and mechanical.

1. Physical restraint involves direct physical contact.

Restraint does not include actions undertaken for the following reasons:

- a. to break up a fight
- b. to take a weapon away from a student
- c. to briefly hold the student (by an adult) in order to calm or comfort him/her
- d. to have the minimum contact necessary to physically escort a student from one area to another
- e. to assist a student in completing a task/response if the student does not resist or if resistance is minimal in intensity or duration
- f. to hold a student for a brief time in order to prevent an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car)
- g. to stop a physical assault as defined in M.C.L. 380.1310
- h. actions that are an integral part of a sporting event, such as a referee pulling football players off from a pile or similar action

2. Chemical Restraint is the administration of medication for the purpose of restraint.

Restraint does not include administration of medication prescribed by and administered in accordance with the directions of a physician.

3. Mechanical Restraint means the use of any device, article, garment, or material attached to or adjacent to a student's body to perform restraint.

Restraint does not include the following:

- a. an adaptive or protective device recommended by a physician or therapist (when it is used as recommended)
- b. safety equipment used by the general student population as intended (e.g., seat belts, safety harness on school transportation)

C. Time and Duration

Restraint should not be used:

1. any longer than necessary, based on research and evidence, to allow students to regain control of their behavior to the point that the emergency situation necessitating the use of emergency physical restraint is ended; and
2. generally no longer than ten (10) minutes.

If an emergency restraint lasts longer than ten (10) minutes, all of the following are required:

1. additional support, which may include a change of staff, or introducing a nurse, specialist, or additional key identified personnel
2. documentation to explain the extension beyond the time limit

Additional procedures and requirements applicable to both seclusion and restraint are set out below.

USE OF EMERGENCY SECLUSION/RESTRAINT

A. When to Use Emergency Seclusion/Restraint

Seclusion/restraint must be used only under emergency situations and if essential. Emergency situation means a situation in which a student's behavior poses imminent risk to the safety of the individual student or to the safety of others. An emergency situation requires an immediate intervention.

B. General Procedures for Emergency Seclusion/Restraint:

1. An emergency seclusion/restraint may not be used in place of appropriate, less restrictive interventions.
2. Emergency seclusion/restraint shall be performed in a manner that is:
 - a. safe;
 - b. appropriate; and
 - c. proportionate to and sensitive to the student's:
 1. severity of behavior;
 2. chronological and developmental age;
 3. physical size;
 4. gender;
 5. physical condition;
 6. medical condition;
 7. psychiatric condition; and
 8. personal history, including any history of physical or sexual abuse or other trauma.
3. School personnel shall call key identified personnel for help from within the school building either immediately at the onset of an emergency situation or, if it is reasonable under the particular

circumstances for school personnel to believe that diverting their attention to calling for help would increase the risk to the safety of the student or to the safety of others, as soon as possible once the circumstances no longer support such a belief.

4. While using emergency seclusion/restraint, staff must do all of the following:
 - a. involve key identified personnel to protect the care, welfare, dignity, and safety of the student
 - b. continually observe the student in emergency seclusion for indications of physical distress and seek medical assistance if there is a concern
 - c. document observations
 - d. ensure to the extent practicable, in light of the ongoing emergency situation, that the emergency seclusion/restraint does not interfere with the student's ability to communicate using the student's primary mode of communication
 - e. ensure that at all times during the use of emergency seclusion/restraint there are school personnel present who can communicate with the student using the student's primary mode of communication
5. Each use of an emergency seclusion/restraint and the reason for each use shall be documented and reported according to the following procedures:
 - a. document in writing and report in writing or orally to the building administration immediately
 - b. report in writing or orally to the parent or guardian immediately
 - c. a report shall be written for each use of seclusion/restraint (including multiple uses within a given day) and the written report(s) provided to the parent or guardian within the earlier of one (1) school day or seven (7) calendar days
6. After any use of an emergency seclusion/restraint, staff must make reasonable efforts to debrief and consult with the parent or guardian, or the parent or guardian and the student (as appropriate) regarding the determination of future actions.

C. Students Exhibiting a Pattern of Behavior

If a student exhibits a pattern of behavior that poses a substantial risk of creating an emergency situation in the future that could result in the use of emergency seclusion/restraint, school personnel should do the following:

1. conduct a functional behavioral assessment
2. develop or revise a PBIS plan to facilitate the reduction or elimination of the use of seclusion/restraint
3. develop an assessment and planning process conducted by a team knowledgeable about the student, including at least:
 - a. the parent or guardian
 - b. the student (if appropriate)
 - c. people who are responsible for implementation of the PBIS plan

d. people who are knowledgeable in PBIS

4. develop a written emergency intervention plan ("EIP") to protect the health, safety, and dignity of the student. An EIP may not expand the legally permissible use of emergency seclusion/restraint.

The EIP should be developed by a team in partnership with the parent or guardian. The team shall include:

1. a teacher;
2. an individual knowledgeable about legally permissible use of seclusion/restraint; and
3. an individual knowledgeable about the use of PBIS to eliminate the use of seclusion/restraint.

The EIP should be developed and implemented by taking all of the following documented steps:

1. describe in detail the emergency intervention procedures
2. describe in detail the legal limits on the use of emergency seclusion/restraint, including examples of legally permissible and prohibited uses
3. inquire of the student's medical personnel (with parent or guardian consent) regarding any known medical or health contraindications for the use of seclusion/restraint
4. conduct a peer review by knowledgeable staff
5. provide the parent or guardian with all of the following, in writing and orally:
 - a. A detailed explanation of the PBIS strategies that will reduce the risk of the student's behavior creating an emergency situation.
 - b. An explanation of what constitutes an emergency, including examples of situations that would fall within and outside of the definition.
 - c. A detailed explanation of the intervention procedures to be followed in an emergency situation, including the potential use of emergency seclusion/restraint.
 - d. A description of possible discomforts or risks.
 - e. A detailed explanation of the legal limits on the use of emergency seclusion/restraint, including examples of legally permissible and prohibited uses.
 - f. Answers to any questions.

A student who is the subject of an EIP should be told or shown the circumstances under which emergency intervention could be used.

D. Data Collection and Reporting

The building administrator shall develop a system of data collection, collect the data and forward all incident reports and data regarding the use of seclusion/restraint to the Superintendent or Designee.

The data must:

1. be analyzed to determine the efficacy of the school's school-wide system of behavioral support
2. be analyzed in the context of suspension, expulsion, and dropout data;

3. be analyzed for the purposes of continuous improvement of training and technical assistance toward the reduction or elimination of seclusion/restraint;
4. be analyzed on a schedule determined by the Michigan Department of Education (MDE);`
5. be reported to the MDE, if and as required;
6. include a list of appropriately trained, identified personnel and their levels of:
 - a. education;
 - b. training; and
 - c. knowledge.

NOTE: The District must report to the MDE on the use of seclusion and restraint periodically. MDE will develop guidelines that outline the process for reporting redacted, aggregated data regarding the emergency use of seclusion and restraint.

Training Framework

A comprehensive training framework will be implemented which includes the following:

- A. awareness training for all school personnel who have regular contact with students; and
- B. comprehensive training for key identified personnel.

All substitute teachers must be informed of and understand the procedures regarding the use of emergency seclusion and emergency restraint. This requirement may be satisfied using online training developed or approved by MDE and online acknowledgement of understanding and completion of the training by the substitute teacher.

Comprehensive Training for Identified Personnel

Each building administrator will identify sufficient key personnel to ensure that trained personnel are generally available for an emergency situation. Before using emergency seclusion or emergency physical restraint with students, key identified personnel who may have to respond to an emergency safety situation must be trained in all of the following:

- A. proactive practices and strategies that ensure the dignity of students
- B. conflict resolution
- C. mediation
- D. social skills training
- E. de-escalation techniques
- F. positive behavioral intervention and support strategies
- G. techniques to identify student behaviors that may trigger emergency safety situations
- H. related safety considerations, including information regarding the increased risk of injury to students and staff when seclusion or restraint is used

- I. instruction in the use of emergency seclusion and emergency physical restraint
- J. identification of events and environmental factors that may trigger emergency safety situations
- K. instruction on the State policy on the use of seclusion and restraint
- L. description and identification of dangerous behaviors
- M. methods for evaluating the risk of harm to determine whether the use of emergency seclusion or emergency physical restraint is warranted
- N. types of seclusion
- O. types of restraint
- P. the risk of using seclusion and restraint in consideration of a student's known and unknown medical or psychological limitations
- Q. cardiopulmonary resuscitation and first aid
- R. the effects of seclusion and restraint on all students
- S. how to monitor for and identify physical signs of distress and the implications for students generally and for students with particular physical or mental health conditions or psychological limitations
- T. ways to obtain appropriate medical assistance

GLOSSARY OF TERMS

"Chemical Restraint" means the administration of medication for the purpose of restraint.

"De-escalation Techniques" means evidence- and research-based strategically employed verbal or nonverbal interventions used to reduce the intensity of threatening behavior before, during, and after a crisis situation occurs.

"Documentation" means documentation developed by the Michigan Department of Education that is uniform across the State.

"Emergency Situation" means a situation in which a student's behavior poses imminent risk to the safety of the individual student or to the safety of others. An emergency situation requires an immediate intervention.

"Functional Behavioral Assessment" means an evidence- and research-based systematic process for identifying the events that trigger and maintain problem behavior in an educational setting. A functional behavioral assessment shall describe specific problematic behaviors, report the frequency of the behaviors, assess environmental and other setting conditions where problematic behaviors occur, and identify the factors that are maintaining the behaviors over time.

"Key Identified Personnel" means those individuals who have received the mandatory training described in M.C.L. 380.1307G(B)(I) to (XVI), listed under Comprehensive Training for Identified Personnel above.

"Law Enforcement Officer" means an individual licensed under the Michigan Commission on Law Enforcement Standards Act, M.C.L. 28.601 to 28.615

"Mechanical Restraint" means the use of any device, article, garment, or material attached to or adjacent to a student's body to perform restraint.

"Physical Restraint" means restraint involving direct physical contact.

"Positive Behavioral Intervention and Support (PBIS)" means a framework to assist school personnel in adopting and organizing evidence-based behavioral interventions into an integrated continuum of intensifying supports based on student need that unites examination of the function of the problem behavior and the teaching of alternative skill repertoires to enhance academic and social behavior outcomes for all students.

"Positive Behavioral Intervention and Support Plan" means a student-specific support plan composed of individualized, functional behavioral assessment-based intervention strategies, including, as appropriate to the student, guidance or instruction for the student to use new skills as a replacement for problem behaviors, some rearrangement of the antecedent environment so that problems can be prevented and desirable behaviors can be encouraged, and procedures for monitoring, evaluating, and modifying the plan as necessary.

"Prone Restraint" means the restraint of an individual face down.

"Regularly and Continuously Work Under Contract" means that term as defined in section M.C.L. 380.1230.

"Restraint" means an action that prevents or significantly restricts a student's movement. Restraint does not include the brief holding of a student in order to calm or comfort, the minimum contact necessary to physically escort a student from one area to another, the minimum contact necessary to assist a student in completing a task or response if the student does not resist or resistance is minimal in intensity or duration, or the holding of a student for a brief time in order to prevent an impulsive behavior that threatens the student's immediate safety, such as running in front of a car. Restraint does not include the administration of medication prescribed by and administered in accordance with the directions of a physician, an adaptive or protective device recommended by a physician or therapist when it is used as recommended, or safety equipment used by the general student population as intended, such as a seat belt or safety harness on school transportation. Restraint does not include necessary actions taken to break up a fight, to stop a physical assault, as defined in M.C.L. 380.1310, or to take a weapon from a student. Restraint does not include actions that are an integral part of a sporting event, such as a referee pulling football players off of a pile or a similar action.

Restraint that negatively impacts breathing means any restraint that inhibits breathing, including floor restraints, facedown position, or any position in which an individual is bent over in such a way that it is difficult to breathe. This includes a seated or kneeling position in which an individual being restrained is bent over at the waist and restraint that involves sitting or lying across an individual's back or stomach.

"School Personnel" includes all individuals employed in a public school or assigned to regularly and continuously work under contract or under agreement in a public school, or public school personnel providing service at a nonpublic school. Except for the obligations set out above to document seclusion or restraint, report to/consult with parents, undertake the required actions if a student shows a pattern of behavior, and collect and report data to the state, school personnel does not include a law enforcement officer (as defined above) assigned to regularly and continuously work under contract or under agreement in a public school.

"Seclusion" means the confinement of a student in a room or other space from which the student is physically prevented from leaving. Seclusion does not include the general confinement of students if that confinement is an integral part of an emergency lockdown drill required under Section 19(5) of the Fire Prevention Code, 1941 PA 207, M.C.L. 29.19, or of another emergency security procedure that is necessary to protect the safety of student.

Adapted from Michigan State Board of Education Policy for the Emergency Use of Seclusion and Restraint adopted in March of 2017

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

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

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

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

The District will avoid acquisition of unnecessary or duplicative items. Additionally, consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. And, where appropriate, an analysis shall be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. These considerations are given as part of the process to determine the allowability of each purchase made with Federal funds.

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

Competition

All procurement transactions paid for from Federal funds or District matching funds shall be conducted in a manner that encourages full and open competition and that is in accordance with good administrative practice and sound business judgement. In order to promote objective contractor performance and eliminate unfair competitive advantage, the District shall exclude any contractor that has developed or drafted specifications, requirements, statements of work, or invitations for bids or requests for proposals from competition for such procurements.

Some of the situations considered to be restrictive of competition include, but are not limited to, the following:

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

Further, the District does not use statutorily or administratively imposed State, local, or tribal geographical preferences in the evaluation of bids or proposals, unless (1) an applicable Federal statute expressly mandates or encourages a geographic preference; or (2) the District is contracting for architectural and engineering services, in which case geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

To the extent that the District uses a pre-qualified list of persons, firms or products to acquire goods and services that are subject to this policy, the pre-qualified list includes enough qualified sources as to ensure maximum open and free competition. The District allows vendors to apply for consideration to be placed on the bidding list quarterly.

Solicitation Language

The District shall require that all solicitations made pursuant to this policy incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, shall set forth those minimum essential characteristics and standards to which it shall conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible.

When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which shall be met by offers shall be clearly stated; and identify all requirements which the offerors shall fulfill and all other factors to be used in evaluating bids or proposals.

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

Procurement Methods

The District shall utilize the following methods of procurement:

A. Micro-purchases

Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed ~~\$3,500.00~~ 10,000. To the extent practicable, the District shall distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be made without soliciting competitive quotations if Superintendent considers the price to be reasonable. The District maintains evidence of this reasonableness in the records of all purchases made by this method.

B. Small Purchases

Small purchase procedures provide for relatively simple and informal procurement methods for securing services, supplies, and other property that does not exceed the competitive bid threshold of \$150,000.00.

Small purchase procedures require that price or rate quotations shall be obtained from three (3) qualified sources.

C. Sealed Bids

Sealed, competitive bids shall be obtained when the purchase of, and contract for, single items of supplies, materials, or equipment which amounts to the amount allowed by Michigan statute and when the Board determines to build, repair, enlarge, improve, or demolish a school building/facility the cost of which will exceed the amount allowed by Michigan statute. [DRAFTING NOTE: The fiscal year 2017-2018 base pertaining to construction, renovation, repair, or remodeling and the base pertaining to procurement of supplies, materials, and equipment is \$23,881.]

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

1. a complete, adequate, and realistic specification or purchase description is available;
2. two (2) or more responsible bidders are willing and able to compete effectively for the business; and
3. the procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

When sealed bids are used, the following requirements apply:

1. Bids shall be solicited in accordance with the provisions of State law and Policy 6320. Bids shall be solicited from three (3) qualified suppliers, providing sufficient response time prior to the date set for the opening of bids. The invitation to bid shall be publicly advertised.
2. The invitation for bids will include product/contract specifications and pertinent attachments and shall define the items and/or services required in order for the bidder to properly respond.
3. All bids will be opened at the time and place prescribed in the invitation for bids; bids will be opened publicly.
4. A firm fixed price contract award will be made in writing to the lowest ~~responsive and~~ responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine the low bid when prior experience indicates that such discounts are usually taken.
5. The Board reserves the right to reject any or all bids for sound documented reason.

D. Competitive Proposals

Procurement by competitive proposal, normally conducted with more than one source submitting an offer, is generally used when conditions are not appropriate for the use of sealed bids or in the case of a recognized exception to the sealed bid method. [Drafting Note: Like sealed bids, Federal law does not require a competitive proposal unless the procurement is for over \$250,000. The State/District may set a lower threshold for sealed bids and competitive proposals. Michigan law stipulates a threshold for which sealed bids are required. (See Policy 6320.)]

If this method is used, the following requirements apply:

1. Requests for proposals shall be publicized and identify all evaluation factors and their relative importance. Any response to the publicized requests for proposals shall be considered to the maximum extent practical.
2. Proposals shall be solicited from three (3) sources.

3. The District shall use its written method for conducting technical evaluations of the proposals received and for selecting recipients.
4. Contracts shall be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

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

E. Noncompetitive Proposals

Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

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1. the item is available only from a single source
2. the public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation
3. the Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District
4. after solicitation of a number of sources, competition is determined to be inadequate

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2.
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- 3.

~~Procurement by noncompetitive proposals allows for solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:~~

Contract/Price Analysis

The District shall perform a cost or price analysis in connection with every procurement action in excess of ~~\$150~~250,000, including contract modifications. A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price, without looking at the individual cost elements.

The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the District shall come to an independent estimate prior to receiving bids or proposals.

When performing a cost analysis, the District shall negotiate profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

Time and Materials Contracts

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

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

Suspension and Debarment

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

The Superintendent shall have the authority to suspend or debar a person/corporation, for cause, from consideration or award of further contracts. The District is subject to and shall abide by the nonprocurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180.

Suspension is an action taken by the District that immediately prohibits a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1) for a temporary period, pending completion of an agency investigation and any judicial or administrative proceedings that may ensue. A person so excluded is suspended. (2 CFR Part 180 Subpart G)

Debarment is an action taken by the Superintendent to exclude a person from participating in covered transactions and transactions covered under the Federal Acquisition Regulation (48 CFR chapter 1). A person so excluded is debarred. (2 CFR Part 180 Subpart H)

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

Bid Protest

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

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

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

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

Maintenance of Procurement Records

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

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Applicable laws and regulations: 2 C.F.R. 200.317 - .326

Last Modified by Debbie Scott on August 21, 2020

Book Policy Manual

Section Policies for the board

Title Copy of PREVAILING WAGE COORDINATOR

Code po6350

Status

Adopted May 15, 2017

6350—PREVAILING WAGE COORDINATOR

~~It is the purpose of this policy to comply with State and Federal regulations concerning prevailing wage rate. The Michigan Department of Consumer and Industry Services; Wage and Hour Division will determine the prevailing wage rate in the locality where the work is to be performed. The Superintendent shall designate a Prevailing Wage Coordinator for this District. The Prevailing Wage Coordinator will submit to the Superintendent, for Board of Education approval, procedures for monitoring compliance with prevailing wage laws. S/He will request the Michigan Department of Consumer and Industry Services; Wage and Hour Division to establish the prevailing wage rate in this District for school construction or renovation projects. A schedule of those wages must be attached to the specifications for the work, and printed on any bidding blanks. A copy of the bidding blank must be filed with the Michigan Department of Consumer and Industry Services; Wage and Hour Division prior to the award of any contract. Thereafter, any contract which is awarded must include a provision that each laborer, workman, or mechanic employed by the contractor will be paid at a rate not less than the prevailing wage rate. On the first pay date, the contractors and subcontractors must provide each employee with written notification of his/her job classification and the prevailing wage rate for his/her job classification, unless the employee is covered by a collective bargaining agreement.~~

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Legal M.C.L. 408.551 et seq.

Last Modified by Debbie Scott on July 23, 2020



Book	Policy Manual
Section	Policies for the board
Title	Copy of Vol. 33, No. 2 - February 2019 New EMERGENCY OPERATIONS PLAN
Code	po8402
Status	

8402 - **EMERGENCY OPERATIONS PLAN**

By no later than January 1, 2020, for each school building the District shall 1) develop an emergency operations plan or 2) adapt its statewide school information policy (referred to as the "Plan" throughout the remainder of this Policy) to comply with the requirements of this Policy. This action shall be taken with input from the public. School building means any building intended to be used to provide instruction to students and any recreational or athletic structure or field intended to be used by students.

Beginning in the 2019-2020 school year, and at least biennially thereafter, the District shall conduct a review of its Plan, including a review of the vulnerability assessment, with at least one law enforcement agency that has jurisdiction over the District.

The Plan must include guidelines and procedures that address all of the following:

- A. school violence and attacks
- B. threats of school violence and attacks
- C. bomb threats
- D. fire
- E. weather-related emergencies
- F. intruders
- G. parent and pupil reunification
- H. threats to a school-sponsored activity or event whether or not it is held on school premises
- I. a plan to train teachers on mental health and pupil and teacher safety
- J. a plan to improve school building security
- K. an active violence protocol
- L. continuity of operations after an incident
- M. a vulnerability assessment

The District shall notify the Michigan Department of Education not later than thirty (30) days after it adopts its Plan and after each biennial review in the form and manner prescribed by the Department.

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M.C.L. 380.1308b

Last Modified by Debbie Scott on July 15, 2020



Book	Policy Manual
Section	8000 Operations
Title	Copy of CONTROL OF CASUAL-CONTACT COMMUNICABLE DISEASES
Code	po8450
Status	draft
Adopted	May 15, 2017

8450 - **CONTROL OF CASUAL-CONTACT COMMUNICABLE DISEASES**

The Board of Education recognizes that control of the spread of communicable disease spread through casual-contact is essential to the well-being of the school community and to the efficient District operation.

For purposes of this policy, "casual-contact communicable disease" shall include

- A. diphtheria,
- B. scarlet fever and other strep infections,
- C. whooping cough,
- D. mumps,
- E. measles,
- F. rubella,
- G. others designated by the Michigan Department of Community/Public Health.

In order to protect the health and safety of the students, District personnel, and the community at large, the Board shall follow all State statutes and Health Department regulations which pertain to immunization and other means for controlling casual-contact communicable disease spread through normal interaction in the school setting.

If a student exhibits symptoms of a communicable disease, the principal will isolate the student in the building and contact the parents/guardians. Protocols established by the County Health Department shall be followed.

The Superintendent shall develop administrative guidelines for the control of communicable disease which shall include:

- A. instruction of professional staff members in the detection of these common diseases and measures for their prevention and control;
- B. removal of students from District property to the care of a responsible adult;

C. preparation of standards for the readmission of students who have recovered from casual-contact communicable diseases;

D. filing of reports as required by statute and the State Department of Health.

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M.C.L. 380.1169

Last Modified by Brenna Sparger on February 25, 2019



Book	Policy Manual
Section	Policies for the board
Title	Copy of FOOD SERVICES
Code	po8500
Status	
Adopted	May 15, 2017
Last Revised	January 8, 2018

8500 - **FOOD SERVICES**

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students.

The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages, including but not limited to the current USDA's school meal pattern requirements for Americans and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program. In addition, as required by law, a food safety program based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service staff and other authorized persons.

Substitutions

If determined appropriate by a student's Section 504 team, substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a healthcare provider who has prescriptive authority in the State of Michigan has provided medical certification that the student has a disability which restricts his/her diet, in accordance with the criteria set forth in 7 CFR 15(b). To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the students diet; and

- C. the food(s) to be omitted from the student's diet, and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

~~On a case-by-case basis~~ If determined appropriate by a team of qualified individuals including, but not limited to, the Principal, parent, Director of Food Services and LEA Representative, substitutions to the standard meal requirements may be made, at no additional charge, for ~~students who are not "disabled persons", but have a~~ student who is not a "disabled person" but has a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For non-disabled students who need a nutritional equivalent milk substitute, only a signed request by a parent or guardian is required.

Lunches sold by the school may be purchased by students and staff members and community residents in accordance with the administrative guidelines established by the Superintendent.

In the District, all students District-side have ability to receive breakfast and lunch at no cost. A la carte items and second entrée meals sold in the District must be purchased with cash or by using money that has been added to a student's account. Therefore, charging to student accounts in any of the schools within the District is not allowed.

There is no charging to student accounts in the District at any of the grade levels. A student's account balance at the end of the school year should not show a negative balance. Students receive breakfast and lunch at no cost and are not allowed to charge anything to their accounts. They must have adequate funds on their account or pay cash for any a la carte items or second entrées.

The operation and supervision of the food-service program shall be the responsibility of the Superintendent. Food services shall be operated on a self-supporting basis with revenue from students, staff, Federal reimbursement, and surplus food. The Board shall assist the program by furnishing available space, initial major equipment, and utensils. Maintenance and replacement of equipment is the responsibility of the program.

A periodic review of the food-service accounts shall be made by the Superintendent. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a- la-carte foods purchased using funds from the nonprofit food service account must accrue to the nonprofit food service account.

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable by the end of the school year in which the debt was incurred. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFS for the total amount of the bad debt. The funds may come from the district general fund, State or local funding, school or community organizations such as the PTA, or any other non-federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 CFR 210.9(b) (17) and 7 CFR 210.15(b).

The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service.

This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;
- D. the purchase of foods and supplies in accordance with State and Federal law, USDA regulations, and Board policy (See Policy 1130, Policy 3110, and Policy 4110);
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the accounting and disposition of food-service funds pursuant to Federal and State law and USDA regulations;
- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non- federal funds used to meet a match or cost share requirement must comply with the District's time and effort record-keeping policy (See Policy 6116).

The District shall serve only nutritious food as determined by the Food Service Department in compliance with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages unassociated with the food-service program must comply with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines, and may be vended in accordance with Board Policy 8540.

The Superintendent will require that the food service program serve foods in District schools that are wholesome and nutritious and reinforce the concepts taught in the classroom.

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Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

M.C.L. 380.1272, 1272a, 1272d et seq.

7 C.F.R. Parts 15b, 127, 210, 215, 220, 225, 226, 240, 245, 3015

42 U.S.C. 1758, 1760

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs 120

Book Policy Manual
 Section Policies for the board
 Title Copy of TRANSPORTATION FOR FIELD AND OTHER DISTRICT-SPONSORED TRIPS
 Code po8640
 Status
 Adopted May 15, 2017

8640 - TRANSPORTATION FOR FIELD AND OTHER DISTRICT-SPONSORED TRIPS

It shall be the policy of the Board of Education to use regular or special-purpose school vehicles for transportation on field and other District-sponsored trips.

The transportation for all field and other District-sponsored trips is to be by vehicles owned or approved by the District and driven by approved drivers. Exceptions must have the approval of the Superintendent.

The District shall assume transportation costs for a certain number of approved field trips as specified in the Superintendent's administrative guidelines. ~~It will also assume the transportation costs~~ for all other trips including co-curricular, athletic, and other extra-curricular trips ~~-, the District~~

- A. will assume the transportation costs.
- B. will assume the vehicle cost but the cost of the driver shall be paid
 by the sponsoring organization.
 from the designated fund.
- C. will provide for the vehicles for all other trips but a mileage charge will be assessed to cover the cost of the driver and fuel.

This charge is to be paid

- by the sponsoring organization.
- from the designated fund.

~~It will assume the vehicle cost for all other trips including co-curricular, athletic, and other extra-curricular trips, but the cost of the driver may be paid~~

- ~~A. by the sponsoring organization.~~
- ~~B. from the designated fund.~~

~~It will provide for the vehicles for all other trips including co-curricular, athletic, and other extra-curricular trips, but a mileage charge may assessed to cover the cost of the driver and fuel. This charge is to be paid~~

- A. ~~by the sponsoring organization.~~
- B. ~~from a designated fund.~~

Transportation may be limited by the availability of vehicles, drivers, and scheduling and may not be available when needed for general school purposes.

All field trips shall be supervised by members of the staff. All other District-sponsored trips shall be supervised by either staff members or adults from the sponsoring organization. Any time students are on the vehicle, at least one (1) sponsor, chaperone, or staff member is expected to ride in the vehicle as well as to supervise students upon return to the District and while they are waiting for rides home.

All students are expected to ride the approved vehicle to and from each activity. A special request must be made to the staff member or sponsor by the parent, in writing or in person, to allow an exception.

District students not affiliated with the trip activity, nondistrict students, and/or children of preschool age shall not be permitted to ride on the trip vehicle. No student is allowed to drive on any trip. An exception may be made by the principal on an individual basis provided the student has written parental permission and does not transport any other student.

The Superintendent shall prepare administrative guidelines to ensure that all transportation is in compliance with Board policy on use of District vehicles and/or use of private vehicles.

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Last Modified by Debbie Scott on July 15, 2020



Hazel Park Schools

Extended COVID-19 Learning Plan

as described in Public Act 149, Section 98a

[September 3, 2020 Clarifications](#)

On August 20, 2020, Governor Whitmer signed House Bill 5913 into law as Public Act 149. Section 98a states that in order to receive state aid for 2020-2021, districts must provide for instruction under an extended COVID-19 Learning Plan (“Plan”) that has been approved by an intermediate district or authorizing body. The Plan does not replace the District’s/PSA’s COVID-19 Preparedness and Response Plan, it is an additional plan that includes new assurances and sections on educational goals, instructional delivery, grading, and equitable access. PA 149 does not apply to districts that operate as a cyber school.

District/PSA educational goals written for all students and all subgroups must be established no later than September 15, 2020, and submitted in their Plan to the ISD or Authorizing Body, as applicable, no later than October 1, 2020, for approval. ISDs and PSAs will transmit the approved plan to the superintendent of public instruction and the state treasurer.

Hazel Park Schools District Extended COVID-19 Learning Plan

Address of School District/PSA: 1620 East Elza , Hazel Park

District/PSA Code Number: 63130

District/PSA Website Address: www.hazelparkschools.org

District/PSA Contact and Title: Dr. Amy Kruppe, Superintendent

District/PSA Contact Email Address: amy.kruppe@hazelparkschools.org

Name of Intermediate School District/PSA: Oakland Schools

Name of PSA Authorizing Body (if applicable):

Date of Approval by ISD/Authorizing Body:

Assurances

1. Hazel Park Schools will make Oakland Schools their ISD/Authorizing Body approved Extended COVID-19 Learning Plan accessible through the transparency reporting link located on the District's/PSA's website no later than October 1, 2020.
2. Hazel Park Schools will create and make available on its transparency reporting link located on the Hazel Park Schools' website, a report concerning the progress made in meeting the educational goals contained in its Extended COVID-19 Learning Plan no later than February 1, 2021, for goals its expected would be achieved by the middle of the school year and not later than the last day of school of the 2020-2021 school year for goals Hazel Park Schools expected would be achieved by the end of the school year.
3. Benchmark Assessments: Hazel Park Schools will
 - select a benchmark assessment or benchmark assessments that is/are aligned to state standards.
 - administer the approved benchmark assessment, or local benchmark assessment, or any combination thereof, to all pupils in grades K to 8 to measure proficiency in reading and mathematics within the first nine weeks of the 2020-2021 school year and again not later than the last day of the 2020-2021 school year.
4. If delivering pupil instruction virtually, Hazel Park Schools will
 - provide pupils with equitable access to technology and the internet necessary to participate in instruction, and
 - expose each pupil to the academic standards that apply for each pupil's grade level or courses in the same scope and sequence as Hazel Park Schools had planned for that exposure to occur for in-person instruction.
5. Hazel Park Schools, in consultation with a local health department will develop guidelines concerning appropriate methods for delivering pupil instruction for the 2020-2021 school year that is based on local data that are based on key metrics. Note: A determination concerning the method for delivering pupil instruction shall remain at the Hazel Park School Board's discretion. Key metrics that the Hazel Park Schools will consider shall include at least all of the following:
 - COVID-19 Cases or Positive COVID-19 tests
 - Hospitalizations due to COVID-19
 - Number of deaths resulting from COVID-19 over a 14-day period
 - COVID-19 cases for each day for each 1 million individuals
 - The percentage of positive COVID-19 tests over a 4-week period
 - Health capacity strength
 - Testing, tracing, and containment infrastructure with regard to COVID-19

6. If the Hazel Park School District determines that it is safe to provide in-person instruction to pupils, Hazel Park Schools will prioritize providing in-person instruction to pupils in grades K to 5 who are enrolled in the Hazel Park Schools.
7. The Hazel Park Schools assures that
 - instruction will be delivered as described in this plan and re-confirmed by the Hazel Park School Board,
 - the description of instructional delivery in this plan matches the delivery of instruction to be delivered during the 2020-2021 school year,
 - Hazel Park Schools will reconfirm how instruction will be delivered during the 2020-2021 school year thirty days after the approval of the plan, and every 30 days thereafter at a meeting of the Board, and
 - public comment will be solicited from the parents or legal guardians of the pupils enrolled in the District/PSA during a public meeting described in PA-149.
8. Hazel Park Schools will ensure that students with disabilities will be provided with equitable access to instruction and accommodation in accordance with applicable state and federal laws, rules, and regulations.
9. Hazel Park Schools will ensure that two (2), 2-way interactions occur between a pupil enrolled in the District/PSA and the pupil's teacher or at least one (1) of the pupil's teachers during each week of the school year for at least 75% of the pupils enrolled in the District/PSA. The District/PSA will publicly announce its weekly interaction rates at each District/PSA Board meeting where it re-confirms how instruction is being delivered. The District/PSA will make those rates available through the transparency reporting link located on the District/PSA website each month for the 2020-2021 school year.

Hazel Park Superintendent or President of the Board of Education/Directors

Date

Learning Plan Narrative

Opening Statement

- Please provide a statement indicating why an Extended COVID-19 Learning Plan is necessary to increase pupil engagement and achievement for the 2020-2021 school year.

The COVID-19 global pandemic is impacting Hazel Park Schools in a number of ways: we are experiencing a traumatic event for our students and our staff, many students may have significant gaps in their learning due to loss of educational access, and equity issues are more pronounced.

As we return to school in the fall, our first priority will be to ensure the well-being of all members of our Hazel Park Schools community. Because of the wide range of experiences, including the number of students who did not attend during the remote learning portion of the 2019-20 school year, we anticipate that students will come to school in the fall of 2020 with a wider loss of learning and larger than normal competencies as it relates to learning. We expect an increase in the number of students who will be behind and need opportunities to catch up. These students will benefit from intervention and reteaching. Teachers will need opportunities to collaborate, reteach and provide a flexible curriculum as they examine student work and determine what comes next in the learning for each student.

Since Hazel Park Schools is starting the school year in a remote learning environment, we will need to ensure that there are structures in place to address student engagement, equity, and achievement for all. This plan will focus on teaching and learning with an emphasis on equity for all learners and the well-being of students and staff.

Educational Goals

- **Please outline and describe** the educational goals expected to be achieved for the 2020-2021 school year. The District/PSA must establish all of its goals no later than September 15, 2020. Authorizing bodies expect PSA educational goals will be aligned to the educational goal within your charter contract.
- **Specify** which goals are expected to be achieved by the middle of the school year and which goals are expected to be achieved by the end of the school year.
- **Ensure** that all of the following apply to the educational goals described in this section: (a) The goals include increased pupil achievement or, if growth can be validly and reliably measured using a benchmark assessment or benchmark assessments, growth on a benchmark assessment in the aggregate and for all subgroups of pupils; (b) The District/PSA benchmark assessment(s) are aligned to state standards and will be administered to all pupils K-8 at least once within the first 9 weeks of the 2020-2021 school year and not later than the last day of the 2020-2021 school year to determine whether pupils are making meaningful progress toward mastery of these standards; and (c) the District's/PSA's educational goals are measurable through a benchmark assessment or benchmark assessments.
- To the extent practicable, the District/PSA will administer the same benchmark assessment or benchmark assessments that was administered to pupils in previous years.

Quality Evidence-Based Assessment Practices

The Hazel Park School District believes that benchmark assessment evidence can be one measure used to monitor and evaluate patterns and trends in school/district academic performance and to identify and support effective instructional programs. We believe, if used appropriately, it can provide guidance for standardizing or adjusting curriculum and instruction across grade levels, schools, and districts.

However, we will not use benchmark assessment data to make high-stakes instructional decisions about individual student learning. Rather, Hazel Park Schools will continue the use (and professional learning around the use of) the formative assessment process, as embedded in the Hazel Park Schools curriculum, as a powerful practice embedded in the teaching and learning process to continuously observe where our students are in order to modify instruction. Our most powerful tool is our teachers and their day to day instruction and adjustment of their classrooms instruction that gives us the most information on their students' learning.

Hazel Park Schools believes the use of the formative assessment process, which is supported by an extensive body of research, provides in-time data for both our teachers and students to accelerate their learning and progress and gives us a more complete picture of what our students know and are able to do.

Educational Goals

The I-Ready assessments in reading and mathematics will be administered to all students twice: once in the first nine weeks of the school year, and again prior to the last day of school. I-Ready growth monitoring or Formative assessments will provide information to inform our progress toward our goals over the course of the year. Progress reports will be available on our website in February and June.

As a means of continuous improvement in teaching & learning, all teachers will receive professional development in, and commit to the use of, the growth monitoring and formative assessment process.

Additionally, we will continue to engage stakeholders in the district's balanced assessment system, including publicly sharing aggregate and student subgroup performance reports on I-Ready results.

Goal 1 - All students (K-8) will improve performance in Reading/ELA from Fall to Spring as measured by I-Ready .

- All teachers will use the growth monitoring and formative assessment process to support adjustment to teaching & learning, to support meaningful student progress towards mastery of Reading/ELA academic standards.
- Results from Reading/ELA benchmark assessments, local Reading/ELA summative assessments, and formative assessment will be continuously discussed and analyzed by staff.

Goal 2 - All students (K-8) will improve performance in Mathematics from Fall to Spring as measured by I-Ready .

- All teachers will use the growth monitoring and formative assessment process to support adjustment to teaching & learning, to support meaningful student progress towards mastery of Math academic standards.
- Results from Math benchmark assessments, local Math summative assessments, and formative assessment will be continuously discussed and analyzed by staff.

Instructional Delivery & Exposure to Core Content

- **Please describe** how and where instruction will be delivered during the 2020-2021 school year. (e.g. instruction may be delivered at school or a different location, in-person, online, digitally, by other remote means, in a synchronous or asynchronous format, or any combination thereof).

Note: The Hazel Park School District full instructional plan can be found in the [Hazel Park Ready to Learn Website](#).

Mode of Instruction

In phase 4 of the Michigan Safe Start Plan, Hazel Park Schools began the school year with remote learning as indicated in Phase 1-3 of the Michigan Safe Start Plan. Students who are K-5 will be beginning with remote instruction. There will be consideration of returning for Early 5/ K-1 and 2nd grade and Jardon on October 5, 2020. Additionally Edison will return on October 5th on MWF. On October 19th, 2020, there will be consideration of 3rd, 4th and 5th grade starting and the remaining of Edison. This consideration will be based upon the agreement that the district will continue to review HVAC for concerns and resolve concerns found by pursuing mitigating factors in rooms as found in the reports. The current system shows 10% air being pushed from outside as shown by the building and grounds department. The HVAC will be continuously assessed throughout the year per maintenance guidelines and updates will be brought to the board. The HPEA and the Administration will meet on October 19th to review the current phase of the state to discuss the 6-12 students return to school. The Board of Education will provide guidance and support as when an agreement to return could be decided for the Alternatives Schools or the GSRP programs based upon safety precautions and protocols. In Phase 4, pods of students may come to school for support in learning or for special education evaluations or services. Hazel Park Schools will use the Oakland Health Department for guidance on when to close, go remote and open based upon possible spikes in Oakland, Macomb and Wayne County.

UPDATED November : Given the high counts in Oakland County and in the State of Michigan as of November 11, 2020, Hazel Park Schools returned to remote learning for the entire district. Pod learning will not return until the county returns to a level C. Additionally the Board of Education has tentatively approved a date of Jan. 19, 2021 for the Junior High, Early Childhood and Elementary to return to in person instruction, providing that the numbers return levels that are safe for students instruction as agreed upon at a Board of Education meeting. The high school is still scheduled to return at the semester break on February 2, again providing that the numbers are safe for the students and the staff to return as agreed upon by the Board of Education.

Hazel Park Schools will increase our synchronous learning experiences during Phase 1, 2 and 3 **and 4 (when students are remote)** by continuing to offer students access to standard aligned curriculum and high quality learning materials. These materials will be offered in both digital access and paper format as our Spring 2020 experience revealed that not all parents want their student to access remote online learning even though the district provided iPads and Chromebooks to students. New students who do not have access to electronic devices in their home will be given devices for use in their home. Parents will be supported with directions on how to access low-cost internet services. If low-cost internet can not be accessed then the district will support the families in finding other options for internet services. Students will not be penalized for inability to fully participate provided families stay engaged with school personnel in developing personalized and realistic education plans for their child. Hazel Park Schools will do everything we can to meet student/family needs and encourage full participation.

For students who do not have internet access or whose parents choose not to have them participate in

online learning, teachers and other support staff will make weekly contact and have two-way communication. This may be done through the use of technology (i.e. virtual meeting, email, Remind) or through weekly phone calls. For students with technology access, teachers will provide instruction on a daily basis through an instructional platform (i.e. Google Classroom, SeeSaw, Zoom), with an emphasis on continuing to build relationships and maintain connections. If students do not have access to technology, teachers will provide instructional packets that focus on essential content, building relationships, and maintaining connections. We will encourage relationships between students through technology (i.e., virtual meeting, email, by phone or Remind.)

Students in K-2 will utilize iPads and participate in teaching and learning experience through the Seesaw platform. Students in grades 3-12 will utilize Chromebooks and participate in teaching and learning experience through the Google Classroom platform. Synchronous instruction will be provided through Zoom class meetings.

Hazel Park Schools also offers a 100% K-12 virtual learning option which is available to any student who wants to learn remotely. This program is supported by Hazel Park Schools' teachers with computer-supported instruction and online course content. This virtual learning opportunity will remain in place regardless of the phase in which our region and state are operating. **Students who attend virtual schools may change back to brick and mortar school at grading periods after meeting with central office administration. Changes back to the classroom or virtual programming can only happen once.**

For students with technology access, teachers will monitor student access and assignment completion on a regular basis within the instructional platform (Seesaw, Google Classroom, Zoom). Teachers will provide feedback to students on assignments through the instructional platform as they are completed. Teachers will differentiate instruction within the platform to meet each student's needs. For students without technology access, instructional packets will be collected each week. Teachers will review the instructional packet and provide feedback to the student during their weekly communication (phone call, virtual meeting, or email). Feedback from the teacher will include differentiated work as needed, along with examples to support student learning.

The plan will be communicated through our School Messenger communication platform, according to the preferences our parents/guardians have chosen in that system. Parents will receive an email with the plan attached, and/or a voice message and/or text message directing them to our district website where they can access the plan. The plan will be posted in a prominent location on our district website, and a link will also be posted on our district social media pages.

Students will take iReady assessment **remotely** in order for the school to assess current level of functioning for K-8 students. The instructional curriculum has formative assessments that can be conducted virtually to assess the ongoing process before the spring I-Ready is given. Final results will be shared to measure progress for the 2020-2021 school year.

Special Education students will have their IEPs, IFSPs and the 504 plans reviewed to assess for any needs and/or accommodations due to regression or loss of services in the 2019-2020 school year. Reflection on their needs for the current year if we are in Phase 1-3, **or Phase 4 (remote as agreed upon)** will take place. Service providers will deliver services through an online platform as appropriate with support of paraprofessionals as appropriate through IEP or 504 plans.

If a student has access to technology, teachers will use the instructional platform to monitor student wellness, engagement and completion of assignments. They will also keep a log of communication with students and families. If a student does not have access to technology, teachers will keep track of which students are completing the weekly instructional packets. They will also need to keep a log of all communication with students and families. Inconsistent completion and/or communication with a parent

or student will be raised to the principal or counselor level to develop a plan to connect with the student and family. Additional support agencies may be utilized to make these connections (P2P, Clinic, Youth Assistance, DHHS, ISD supports etc.)

The district will survey all parents to determine current mental health needs and provide an online form for parents/students to request support. Based on the survey results or form requests, Social Workers, School Psychologists (social workers, school psychologists, P2P, ISD supports) will reach out to individual students and families to determine what they may need. The support services will help connect the family to outside agencies, if needed, to help meet their needs. Teachers will monitor and assess the needs of students and families through their daily or weekly communications. If a need is identified, the teacher will elevate that need to the principal or support services to make the necessary follow-up. Teachers and other key staff will identify any additional students or families in need and convey pertinent information each week to their building principal.

Please refer to [Continuity of Learning and COVID-19 Response Plan](#). This is a work in progress that Hazel Park Schools will continually update as the district works together to create the highest quality standards possible for each individual student's needs.

NOTE: This District Plan was developed in conjunction with Oakland County Health Department safety protocols, CDC guidelines, recommendations from the Oakland County Return to School Taskforce, Governor Gretchen Whitmer's Return to School Advisory Council and the COVID-19 Task Force on Education. The critical science surrounding the COVID-19 pandemic continues to provide new information daily and requires fluidity throughout the development process. The District Plan presented to you today is based on current scientific data. If additional information or safety protocols become available prior to the start of school, this District Plan will be modified accordingly.

- **Please describe** how instruction for core academic areas will expose each pupil to the academic standards that apply for each pupil's grade level or course in the same scope and sequence as the District/PSA had planned for that exposure to occur for in-person instruction.

Note: The Hazel Park School Districts full instructional plan can be found in the [Hazel Park Return to school website](#).

Curriculum and Instruction: Academic Standards

The Hazel Park School District curriculum for core academic areas is aligned to state standards and housed in the Hazel Park Curriculum Drive. As teachers navigate the wider than usual range of competencies expected this fall, they can use these [Curriculum, Instruction, and Assessment Toolkits](#) to provide guidance to help them design new (or best utilize existing) pre-assessments to plan for differentiation of content, use results from pre-assessments to inform instruction and prioritize K-12 instructional standards for the 2020-2021 School Year. The CIA Toolkits in conjunction with district developed K-12 ELA & Math guidance documents created as a Priority Standards document identifying the critical standards needed for grades K-12 in ELA & Math This document will guide teachers to implement instructional approaches to meet the range of student needs as they return to school in the fall, identify assessment ideas that allow students to demonstrate understanding in a variety of ways, assess and provide instruction in the content areas

in face-to-face, virtual, and blended classroom environments, and incorporate well-being and SEL/trauma-informed practices into instruction.

As our elective teachers work to engage students remotely, they will use [Best Practices for Remote Learning](#):

- Remember Maslow
- Nurture a positive home climate for learning and parental involvement
- Establish and maintain remote classroom norms and learning routines
- Implement culturally responsive teaching practices
- Encourage student collaboration and discourse
- Create opportunities for and attend carefully to feedback
- Engage students in meaningful learning opportunities

- **Please describe** how pupil progress toward mastery of the standards described within this section will be graded or otherwise reported to the pupil and the pupil's parent or legal guardian.

Assessment and Grading

Hazel Park Schools bases its assessment system on the Michigan Standards. We regularly assess students at the district and classroom level to determine if they are making progress toward meeting those standards. We place a heavy emphasis on formative and interim assessments. This is critical in the instructional process so that students receive timely feedback that helps them know what they need to do to improve. It also gives the teacher important information to know how to adjust the teaching and learning process to meet each student's needs.

We also have a system for delivering summative assessments at the district and classroom levels. These are given at the end of a period of learning as an evaluation of what has been learned and are part of our district grading process. For example, our teachers deliver summative assessments at the end of each unit of study in our curriculum. These assessments are based on a coherent set of standards in the subject area that focus on a related group of skills and disciplinary knowledge.

We make available to our 6-12 grade parents and legal guardians a web-based system that allows them to see their children's grades at any time. Our teachers keep up-to-date information on student grades in this system. We also send progress reports to our parents and guardians during each marking period. This is in addition to the expectation we have for all teachers that they keep parents and guardians abreast of any concerns regarding a student's grade through emails and phone calls. Finally, we send out to parents report cards at the end of each marking period.

Equitable Access

- If delivering pupil instruction virtually, please **describe** how the District/PSA will provide pupils with equitable access to technology and the internet necessary to participate in instruction.

Technology

Hazel Park Schools ensures all students will be provided equitable access to technology and the internet as described in our Continuity of Learning Plan that was previously submitted to the state. The Hazel Park School District system for maintaining student access to technology devices and the internet is described in the Continuity of Learning Plan, and again on our [Hazel Park Return to School Website](#).

- **Please describe** how the District/PSA will ensure that students with disabilities will be provided with equitable access to instruction and accommodation in accordance with applicable state and federal laws, rules, and regulations.

Students with identified special needs

When school starts, students' IEPs, IFSPs, and 504 plans will be reviewed in coordination with general and special education teachers and/or providers to address any data-driven accommodations and/or services that are needed due to known changes in students' needs.

For students from birth to five, those with identified special needs, and those attending CTE programming, intervention and support services will be integrated into the student's program immediately upon the start of school.

The district has established structures for general and special education teachers and/or providers to collaborate and communicate regarding student performance and student needs on IEP goals and objectives with special consideration regarding assistive technology and accessibility. Resources to consider: Alt+Shift consultation or web resources at - <https://www.altshift.education/resources/remote-learning-resources>

The district ensures a continuation of services for students receiving speech and language, occupational therapy, physical therapy, or social work services within their IFSP or IEP. The district also ensures a method for the continuation of evaluation for students suspected of having a disability as well as those requiring re-evaluation. Please review our special services page on our [return to school website for more comprehensive information](#).

- **Optional Considerations for District/PSA Extended COVID-19 Learning Plans:**

- 1. In addition to the students with disabilities noted above, please describe how the District/PSA will ensure that the needs of other vulnerable student populations, such as but not limited to, early English Learners and Fledgling/struggling students, are met.

- 2. Please describe how the District/PSA will ensure that students will, during pandemic learning, have continued access to programs such as, but not limited to, Early Childhood, CTE, Early-Middle College, Dual Enrollment, and Advanced Placement as applicable within the District/PSA.

Hazel Park Schools full instructional plan addresses ways all learners are supported and can be found in the [MI Safe Schools Roadmap--Sample District Preparedness Plan](#).

CTE, Early-Middle College, Dual Enrollment, and Advanced Placement, are available options to remote and virtual students when applicable. Students that have elected to take these courses and/or enroll in these programs will have the courses and/or programs added to their daily course schedule to the best of our scheduling ability,

Early Childhood enrollment will continue to be made available to families based on financial need.



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

To: Hazel Park Board of Education
From: Dr. Amy Kruppe, Superintendent
Subject: Building & Grounds Position - Vote
Date: November 11, 2020

At the October Regular Board of Education Meeting, the Board voted to hire a 1.0 FTE Buildings & Grounds person. After consulting with the Michigan Association of School Board, we were advised that this vote should be redone. With 6 board members in attendance, a quorum of the Board was met and voting was able to take place, however, on this particular agenda item, 3 board members were required to abstain from voting. With those 3 abstentions, we were advised that 4 "yes" votes would be necessary for the motion to carry.

We respectfully request the Board of Education consider the agenda item and approve the hiring of the Buildings & Grounds position as stated in the recommendation memo which is also included in the board packet.



Ford Administration
Jason Zirnis, Assistant Superintendent of Business and Operations
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5217 | F: 248-544-5443
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent
From: Jason Zirnis
Assistant Superintendent of Business and Operations
Date: November 12, 2020
Re: Addition of a Full Time AFSCME Grounds/Maintenance Position

We are seeking approval for the immediate hire of a full-time union position within AFSCME as a Grounds and Maintenance Position. As indicated earlier this year our assessment of the MSBO school facilities benchmarking report, our staffing at our schools is considerably lower and the square footage higher than what other Districts are experiencing. This position would be considered an effort to keep our Head Custodians and Skilled Maintenance members on task and in the buildings.

We envision this position to perform duties of both Custodial and Maintenance and encompass the following areas;

- a. Summer Work
 - Lawn maintenance
 - Landscaping
 - Ball field maintenance
 - General clean-up
 - Roof and gutter inspection/cleaning
 - Other outside maintenance as needed (painting, edging)
- b. Winter Work
 - Winter salting
 - Sidewalk plowing
 - Equipment maintenance and repair
 - Assisting maintenance crew when needed
- c. Custodial work as needed
 - When staffing is needed in building this position will allow for additional coverage in cases of staffing shortages.

The position would be paid at the lane and step of the individual accepting the position.

Funding Sources:
General Fund





We are recommending the approval of the items to address the areas of the strategic plan listed below:

Strategic Plan: Goal Statement - Resources

The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving quality facilities, and integrating state-of-the-art technology.

HVAC System Functional Checkout Deficiency List

Date: 11/16/20

School: Hoover Elementary

Air Handling Units (Qty. 3)

- Repairs are complete and operational

Variable Air Volume Boxes (18)

- Repairs are complete and operational

Vertical Unit Ventilators (15)

- Repairs are complete and operational

Heating Hot Water System

- Boiler system is running
- Found hot water mixing valve are bad on each boiler
 - Need to investigate if there are better actuators for these valves

Exhaust Fans

- All exhaust fans operation beside Main Office Bathroom
- Main Office Bathroom – need to find power source

HVAC System Functional Checkout Deficiency List

Date: 11/16/2020

School: United Oaks

Air Handler Units (AHU's)

AHU-5

- Replaced motor and bearings on AHU-5 outdoor air fan

Variable Air Volume (VAV's)

AHU-1 (11 boxes total)

- VAV-1-11 STAFF WORK ROOM – Fire damper actuator was replaced (11/11/20)
- VAV-1-08 B214 – Needs new fire damper actuator (Ordered on 11/11/20 with targeted repair date of 11/20/20)
- VAV-1-10 MEDIA OFFICE – Needs new fire damper actuator (Ordered on 11/11/20 with targeted repair date of 11/20/20)

AHU-2 (23 boxes total)

- VAV-2-03 ROOM 28 – Needs new DDC controller (Ordered 11/16/20)
- VAV-2-06 ROOM 25 – Calibrated and functioning properly
- VAV-2-07 ROOM 24 – Calibrated and functioning properly
- VAV-2-08 ROOM 23 – Calibrated and functioning properly
- VAV-2-13 B102 & B103 – Needs new fire damper actuator (Ordered on 11/11/20 with targeted repair date of 11/20/20)
- VAV-2-22 MUSIC ROOM – Needs new fire damper actuator (Ordered on 11/11/20 with targeted repair date of 11/20/20)
- VAV-2-23 ELEVATOR EQUIPMENT ROOM – Needs new fire damper actuator (Ordered on 11/11/20 with targeted repair date of 11/20/20)

AHU-5 (7 boxes total)

- All Good

Exhaust Fans (EF's):

- All operating properly



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

To: Dr. Amy Kruppe, Superintendent
From: Beverly Blair
Date: November 4, 2020
Subject: Personal Body Safety for 2nd grade

The Sex Education Advisory Board met on January 14, 2020 and we would like to respectfully request the Board approve the addition of a Personal Body Safety lesson for our 2nd graders to our current Sex Education policy. Our current policy includes Personal Body Safety lessons for K, 1, 3, and 5th grades.

Body Safety Education (also known as protective behaviors or child sexual abuse prevention education) involves so much more than focusing on stranger danger. In fact, 95% of sexually abused children will know their abuser and only 5% will be strangers. It is also crucial for children to learn that they must never keep secrets that make them feel bad or uncomfortable.

This lesson would include the viewing of the video "Some Secrets Should Not Be Kept". This video focuses on sexual abuse prevention. This video is free and available online and the corresponding book is a part of the SEAB current materials and could be used if necessary. Following the video the presenter would have a short discussion with the class that would stress the following:

1. Re-enforcing the District's policy of "The Touching Rule". This rule focuses on for major points for students when faced with a sexual abuse situation: a) abuse is not your fault; b) you want to use words that mean 'no'; c) get away from that abuser; and d) tell a trusted adult.
2. Reassure students that it's okay to tell someone you don't want to be touched.
3. Remind students that no one should ever ask you to keep a secret about touching or offer you gifts in exchange for your silence.
4. Encourage the student to continue to tell until someone does listen.

We would like to include this in our Reproductive Health and Personal Body Safety presentations this school year in the 2nd grade classrooms.

Respectfully submitted by,
Beverly Blair and Lisa Chrouch-Johnson
SEAB Chairpersons



HAZEL PARK
SCHOOLS



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

To: Hazel Park Board of Education
From: Dr. Amy Kruppe, Superintendent
Subject: Open Meetings Act Resolution
Date: November 2, 2020

This resolution is a special release through Neola in response to Senate Bill 1108 recently passed by the Michigan Legislature and signed by Governor Whitmer. The legislation amends the Open Meetings Act to permit virtual meetings and allow individual board members to virtually participate and vote in public meetings under specific circumstances. The resolution is offered for use during the period of time provided through the statutory amendment in lieu of recommending temporary policy changes.

As amended, OMA allows for the continuation of virtual meetings for any circumstances through the end of this year (December 31, 2020) and provides retroactive application to deem as valid all virtual meetings that have taken place since March 18, 2020.

We respectfully request you approve this resolution to continue with virtual meetings if the board deems appropriate and approve all virtual meetings since March 18, 2020.



Open Meetings Act Resolution

Whereas the Open Meetings Act was recently amended to grant greater latitude with respect to electronic participation by members of the Board of Education and the public in certain circumstances; and

Whereas the Hazel Park Board of Education desires to utilize electronic participation, as necessary and in approved circumstances, in compliance with the law.

NOW THEREFORE, BE IT RESOLVED as follows:

- A. The Board of Education authorizes the Superintendent to create procedures to accommodate electronic participation by Board members who are absent due to a medical condition or due to a statewide or local state of emergency declared pursuant to law or charter by the governor or local official or local governing body that would risk the personal health or safety of members of the public or the public body if the meeting were held in person. In the event of such an emergency, if the meeting location is usually held in an affected area the entire Board may participate electronically, otherwise, only members who reside in the affected area may participate electronically.

For purposes of this paragraph, medical condition means an illness, injury, disability, or other Health-related condition.

Electronically may include video and/or telephonic conferencing.

- B. The procedures must provide for:
1. Two-way communication
 2. For each member of the Board attending the meeting electronically, a public announcement at the outset of the meeting by that member, to be included in the meeting minutes, that the member is, in fact, attending the meeting electronically and, except for members who are participating electronically due to military duty, stating the county, city, township or village and state where the member is located.
 3. A means by which the public is provided notice of the absence of a member and information about how to contact the member sufficiently in advance of the meeting to provide input on any business that will come before the Board.
- C. Through December 31, 2020, the Board may hold its meetings electronically, in whole or in part, for any reason.
- D. The Board further authorizes, from January 1, 2021, through December 31, 2021, electronic participation solely under the circumstances set out in paragraph A of this Resolution, as well as the pre-existing law requiring accommodation due to military duty. After December 31, 2021, only members requiring accommodation due to absence for military duty may participate electronically.
- E. The Board authorizes the use of technology to facilitate typed public comments during the meeting that may be read to or shared with Board members and other participants in satisfaction of the

requirement that members of the public be heard by others during the electronic meeting and the requirement that they be permitted to address the Board.

- F. Advance notice of any meetings held electronically, in whole or in part, shall be posted on the District's website either on the homepage or on a separate webpage dedicated to public notices for non-regularly scheduled or electronic public meetings through a prominent and conspicuous link on the homepage. The notice must be posted at least eighteen (18) hours before the meeting begins. Notice of a meeting held electronically must explain as follows:
1. Why the Board is meeting electronically
 2. How members of the public may participate in the meeting electronically, including provision of the specific telephone number, internet address, or both needed to participate.
 3. How members of the public may contact members of the Board to provide input or ask questions on any business that will come before the Board at the meeting
 4. How persons with disabilities may participate in the meeting.
- G. If an agenda exists for an electronic meeting held under this resolution, the Board shall post the agenda on the website at least two (2) hours before the meeting begins. This does not prohibit subsequent amendment of the agenda at the meeting.
- H. Members of the public who are participating electronically or in person shall not be required to register, other than as required by the bylaws to participate in public comment.
- I. Members of the public will not be allowed to participate in any closed sessions during meetings held electronically, in whole or in part, and all prior laws and bylaws relating to closed sessions continue to apply.

NOW, BE IT FURTHER RESOLVED that execution of this Resolution is conclusive evidence of the Hazel Park Board of Education's approval of this action and of the authority granted herein.

Adopted and approved this 16th day of November, 2020.

President
on behalf of the Haze Park Board of Education

Date


School District for the City of Hazel Park
And
American Federation of State, County and Municipal Employees (AFSCME),
Local 271, AFL-CIO
Wage Opener Tentative Agreement 10-27-2020

In accordance with the collective bargaining agreement, the parties entered into a wage opener negotiations. The parties are agreeable to the following terms for the 2020-21 school year.

The parties hereby agree as follows:

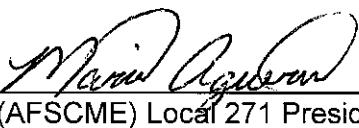
1. The Salary Schedule shall reflect a 3% on schedule increase (see new Salary Schedule attached.) This new compensation shall start December 1st, 2020

All other terms in the collective bargaining agreement remain unchanged and are in effect. It is understood and agreed that this tentative agreement is contingent upon ratification by both parties.



Superintendent

10/29/2020
Date



(AFSCME) Local 271 President

10/29/2020
Date


School District for the City of Hazel Park
And
The Hazel Park Paraprofessional Association
Wage Opener Tentative Agreement 10-27-2020

In accordance with the collective bargaining agreement, the parties entered into a wage opener negotiations. The parties are agreeable to entering into a wage opener on the following terms for the 2020-21 school year.

The parties hereby agree as follows:

1. The Salary Schedule shall reflect a 3% on schedule increase (see new Salary Schedule attached.) It is understood that there will be no step movement or other increases in compensation whatsoever after June 30, 2021, until the parties otherwise agree. This new compensation shall start December 1st, 2020
2. Classification 1 office support aids shall be moved to Classification 2 in the Master Agreement.
3. The Superintendent and the HPPA President shall meet to discuss the remaining professional development days for the 2020-2021 school year.

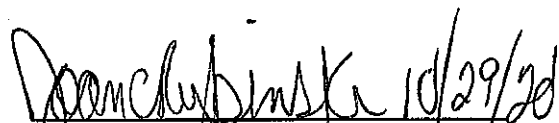
All other terms in the collective bargaining agreement remain unchanged and are in effect. It is understood and agreed that this tentative agreement is contingent upon ratification by both parties.



Superintendent

11/5/2020

Date



HPPA President

10/29/20

Date

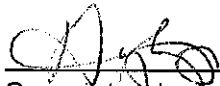
School District for the City of Hazel Park
And
The Hazel Park Association of School Administrators
Wage Opener Tentative Agreement 11-3-2020

In accordance with the collective bargaining agreement, the parties entered into a wage opener negotiations. The parties are agreeable to entering into a wage opener on the following terms for the 2020-21 school year.

The parties hereby agree as follows:

1. The Salary Schedule shall reflect a 3% on schedule increase (see new Salary Schedule attached.) It is understood that there will be no step movement or other increases in compensation whatsoever after June 30, 2021, until the parties otherwise agree. This new compensation shall start December 1st, 2020

All other terms in the collective bargaining agreement remain unchanged and are in effect. It is understood and agreed that this tentative agreement is contingent upon ratification by both parties.



Superintendent

11/3/2020

Date

Dr. Michelle Krause 11/3/2020

HPASA Representative Date


School District for the City of Hazel Park
And
International Union of Operating Engineers, Local 324 - A, B, C, D, G, H, P, RA, S- AFL-CIO
Wage Opener Tentative Agreement 11-3-2020

In accordance with the collective bargaining agreement, the parties entered into a wage opener negotiations. The parties are agreeable to entering into a wage opener on the following terms for the 2020-21 school year.

The parties hereby agree as follows:

1. The Salary Schedule shall reflect a 3% on schedule increase (see new Salary Schedule attached.) It is understood that there will be no step movement or other increases in compensation whatsoever after June 30, 2021, until the parties otherwise agree. This new compensation shall start December 1st, 2020

All other terms in the collective bargaining agreement remain unchanged and are in effect. It is understood and agreed that this tentative agreement is contingent upon ratification by both parties.



Superintendent

11/12/2020

Date



IUOE Representative

11/6/2020

Date



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

To: Hazel Park Board of Education
From: Dr. Amy Kruppe, Superintendent
Subject: Approval of Non-Union Employees Salary Adjustments
Date: November 11, 2020

At this time we are respectfully requesting the Board's approval of a 3% wage increase for non-affiliated employees. This wage increase is aligned with the increase agreed upon with the Collective Bargaining Units and is effective December 1, 2020.

Goal Statement - School Climate and Culture: The Hazel Park School District will provide a unified system of support for all students, embracing diversity and fostering a positive school climate and culture.

Goal Statement - Resources: The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art technology

We respectfully request a 3% wage increase for all non-affiliated employees.



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

To: Board of Education
From: Dr. Amy Kruppe, Superintendent
Date: 11/11/2020
Subject: Director of Communications

Dear Board of Education

I am pleased to bring forth Charles Pleiness as our finalist for the Director of Communications in Hazel Park Schools. Charles has a strong background in writing as well as with public relations. He is knowledgeable with all forms of media and comes to Hazel Park with prior experience from Clintondale Schools. At Clintondale, Charles served as their Director of Communications. He published written communications to the public, helped facilitate media events, and managed their social media profiles. Prior to having worked as a Communications Director for Clintondale Schools, Charles worked for the Macomb Daily as a sportswriter. Charles comes to us with many experiences and we look forward to having him on Hazel Park's Administrative team.

Respectfully,

Nicklaus Nugent
Director of Human Resources



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

To: Hazel Park Board of Education
From: Dr. Amy Kruppe, Superintendent
Subject: Health Care Aide
Date: November 9th, 2020

At this time, I am seeking approval from the Board of Education to hire a health care aide for a new kindergarten student attending Webb Elementary.

We are fortunate to welcome a new kindergartner to Webb Elementary! In order to ensure this student is fully supported, given their compromising medical needs, the health care aide will be essential. This professional will be called upon to assist with toileting issues as they arise, recognize the associated non-verbal cues from this student when exhibited, and help to maintain consistency with the bathrooming routine. Hazel Park has been trusted to educate and care for this child; supporting the whole child is critical and by employing a health care aide, we will be able to do just that.

This position will be funded out of the general education budget as this professional will service a student receiving general education.

Goal: The Hazel Park School System will provide a unified system of supports for all students, embracing diversity and fostering a positive school climate and culture.

I respectfully request that the Board of Education approves the hire for one full time health care aide for the classroom at Webb Elementary beginning January 19th, 2021 commensurate with the date our district returns from remote learning.

Respectfully submitted,

Tamaran Dillard





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

To: Dr. Amy Kruppe, Superintendent
From: Matthew Miller
Director of Business
Date: November 5, 2020
Re: Electronic Timesheets

The District is seeking Board approval to purchase an electronic timesheet software system. There is a need to streamline the timesheets to reduce wasted time reviewing, collecting and managing paper documents. Paper timesheets have been proven to be inefficient with time not adding correctly or summing the total correctly and being misplaced. Electronic timesheets should essentially pay for themselves by reducing extra payrolls and the manual approval process. The District solicited several bids that are listed below. The District is recommending a 3-year deal with Frontline. Frontline is the absence system that the District currently uses. This would impact roughly 184 employees. All the bids really range from \$4-8 per user per month with an annual price of about \$10,000 after the initial installment.

Vendor	Total
Frontline	\$12,973.46
Replicon	\$15,300.00
ClickTime	\$14,549.00

Funding Sources:

General Fund, Food Service Fund, Special Education Fund and Child Care Fund. FTE Count is General 110 people, Special Education Fund 61 people, Child Care Fund 6 people, and Food Service Fund 7 people

Financial Impact:

The electronic timesheets should almost pay for themselves and will streamline the process

Strategic Plan: Goal Statement - Resources

The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving quality facilities, and integrating state-of-the-art technology.





Ford Administration
Jason Zirnis, Assistant Superintendent of Business and Operations
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5217 | F: 248-544-5443
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent
From: Jason Zirnis
Assistant Superintendent of Business and Operations
Date: November 10, 2020
Re: Bond Refinance Recommendation

Through numerous discussions with Jesse Nelson from Baker Tilly Municipal Advisors it was identified that there were potential savings to be realized in refinancing our remaining outstanding bonds. Due to the decline in the federal interest rate and current market conditions the spread between the current rates create significant savings to the taxpayers of the school District.

The potential present value savings to the residents over the life of the refinance bonds is estimated to be just under \$4,500,000. The savings will be realized in the last few years of the refinanced bonds as the District will need to maintain a 13 Mill debt levy to cover debt obligations for all refinanced bonds. The reduction in interest over the life of the bonds will reduce the cost of borrowing over all. Please refer to the analysis of the savings attached in Pro Forma Financial Data provided by Baker Tilly Financial Advisors.

Financial Impact:

\$4,500,000 in savings to Debt Funds (reduction in taxes) over the life of Bonds, cost of issuance is net of indicated savings

We are recommending the approval of the refinancing of the bonds to address the areas of the strategic plan listed below:

Strategic Plan: Goal Statement - Resources

The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving quality facilities, and integrating state-of-the-art technology.



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

RESOLUTION AUTHORIZING
2021 REFUNDING BONDS
(UNLIMITED TAX GENERAL OBLIGATION)

Minutes of a regular meeting of the Board of Education (the “Board”) of the School District of the City of Hazel Park, County of Oakland, State of Michigan (the “School District”), conducted electronically on November 16, 2020, at 7:00 p.m., prevailing Eastern Time.

PRESENT: Members: _____

ABSENT: Members: _____

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

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

WHEREAS, the School District has previously issued its 2011 Refunding Bonds (General Obligation - Unlimited Tax), dated November 30, 2011 (the “2011 Bonds”); and

WHEREAS, the School District has previously issued its 2012 Refunding Bonds (General Obligation – Unlimited Tax), dated March 27, 2012 (the “2012 Bonds” and together with the 2011 Bonds, the “Prior Bonds”); and

WHEREAS, the School District has determined that it is in the best interest of the School District to issue bonds in an amount not to exceed Twenty-Seven Million Five Hundred Thousand Dollars (\$27,500,000) to currently refund all or a portion of the callable maturities of the Prior Bonds (the “Refunded Bonds”); and

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

WHEREAS, the School District also deems it advisable to authorize the Superintendent and the Assistant Superintendent of Business and Operations, or either one acting alone (each an “Authorized Officer”), to accept an offer to purchase the bonds from an underwriter, negotiate, approve and execute a bond purchase agreement with the underwriter and to approve various

other terms and documents in connection with the sale and delivery of the bonds to the underwriter; and

WHEREAS, the School District must either be qualified or obtain prior approval for the issuance of the bonds from the Michigan Department of Treasury (“Treasury”).

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

1. Issuance of Bonds. Bonds of the School District designated 2021 Refunding Bonds (Unlimited Tax General Obligation) (the “Bonds”) are hereby authorized to be issued in one or more series, in the aggregate principal amount of not to exceed Twenty-Seven Million Five Hundred Thousand Dollars (\$27,500,000), or such lesser amount as shall be determined by either Authorized Officer upon sale thereof for the purpose of refunding all or a portion of the Refunded Bonds and paying costs of issuing the Bonds.

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

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

The Bonds may be issued as serial or term bonds or both and shall be subject to optional or mandatory redemption prior to maturity at the times, in the manner, in the amounts and at the prices determined by an Authorized Officer at the time of sale and in the manner as provided in the form of bond set forth in this Resolution. The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York.

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

4. Debt Retirement Fund. Unless the School District establishes a Common Debt Retirement Fund as provided by law for all issues of bonds of like character of the School District, the Treasurer shall open a special depository account for the Bonds with a bank to be designated as 2021 Refunding Bonds Debt Retirement Fund (the "Debt Retirement Fund"). All proceeds from taxes levied for the payment of the principal of, interest on and redemption price for the Bonds shall be deposited into the Debt Retirement Fund or the Common Debt Retirement Fund, if one is established. Once the Debt Retirement Fund is established, the moneys deposited in such fund shall be used solely for the purpose of paying the principal of, interest on and redemption price, if any, for the Bonds. If the School District establishes a Common Debt Retirement Fund, the moneys deposited in that fund shall be used solely for the payment of the principal of and interest on the Bonds and other bonds of like character of the School District payable from the Common Debt Retirement Fund. The accrued interest, if any, received upon delivery of the Bonds shall also be deposited in the appropriate debt retirement fund. Any net original issue premium received on sale and delivery of the Bonds shall be deposited in the appropriate fund consistent with State and federal law, and if required by federal tax law, may be used to reduce the principal amount of the Bonds issued. Taxes required to be levied to meet the principal and interest obligations and redemption premiums, if any, may be without limitation as to rate or amount, as provided by Article IX, Section 6 and Article IX, Section 16 of the Michigan Constitution of 1963.

5. Bond Proceeds. Proceeds of the Bonds shall be used to pay the costs of issuance of the Bonds and to secure payment of the Refunded Bonds as provided in this paragraph. From the proceeds of the Bonds there shall be set aside a sum sufficient to pay the costs of issuance of the Bonds in a fund designated the 2021 Refunding Bonds Costs of Issuance Fund (the "Costs of Issuance Fund"). Moneys in the Costs of Issuance Fund shall be used solely to pay expenses of issuance of the Bonds. Any amounts remaining in the Costs of Issuance Fund after payment of issuance expenses shall be transferred to the Debt Retirement Fund for the Bonds. The balance of the proceeds of the Bonds, together with any moneys transferred by the School District at the time of sale of the Bonds from the debt retirement fund for the Refunded Bonds, and any other available funds provided by the School District, shall be invested in direct obligations of or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing (the "Escrow Fund") and used to pay principal of and interest on the Prior Bonds to be refunded. The Escrow Fund shall be held by a bank or trust company, as trustee and escrow agent (the "Escrow Agent"), in trust pursuant to an Escrow Agreement (the "Escrow Agreement") which shall irrevocably direct the Trustee to take all

necessary steps to call for redemption that portion of the Prior Bonds specified by the Authorized Officer upon sale of the Bonds, including publication and mailing of redemption notices, on any date specified by the Authorized Officer on which the Prior Bonds may be called for redemption. The investments held in the Escrow Fund shall be such that the principal and interest payments received thereon will be sufficient, without reinvestment, to pay the principal of and interest on the Prior Bonds to be refunded as they become due pursuant to maturity or the call for redemption required by this paragraph, and the Authorized Officer is hereby authorized to select and retain on behalf of the School District an Escrow Agent to serve under the Escrow Agreement.

6. Unlimited Tax. Commencing with the fiscal year beginning July 1, 2020, it shall be the duty of the School District to levy a tax annually in an amount sufficient so that the estimated collections therefrom will be sufficient to pay promptly when due the principal of and interest becoming due on the Bonds, which tax levies shall not be subject to limitation as to rate or amount.

7. Negotiated Sale. The School District has considered the option of selling the Bonds through a competitive sale and a negotiated sale and, pursuant to the requirements of the Act, and based on the advice of the Municipal Advisor (as defined below), has determined that a negotiated sale of the Bonds provides the School District with greater flexibility in structuring bond maturities and the timing of the sale of the Bonds, and will enable the School District to better market the Bonds to the advantage of the School District and its taxpayers.

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

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

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

10. Official Statements. The President of the Board and each Authorized Officer are each authorized to approve preliminary and final official statements relating to the Bonds as is

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

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

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

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

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

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

authorized to have prepared and filed a Security Report for the Bonds with Treasury pursuant to the Act.

16. Department of Treasury Qualification. The officers, agents and employees of the School District are authorized to submit a request for interim approval and such other actions as may be required for qualification under the School Bond Qualification, Approval, and Loan Act, Act 92, Public Acts of Michigan, 2005, as amended. The Authorized Officer is authorized on behalf of the School District to approve a completed Application for Final Qualification of the Bonds, in substantially the form attached hereto as Exhibit C, with such changes as an Authorized Officer shall deem necessary to conform such Application to the final terms of the Bonds, and to sign one or more loan agreements and any other documents that may be required by each loan agreement. The Secretary of the Board is hereby authorized and directed to execute and cause to be submitted to Treasury the completed Application for Final Qualification of the Bonds.

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

[Remainder of Page Intentionally Left Blank]

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

AYES: Members: _____

NAYS: Members: _____

RESOLUTION DECLARED ADOPTED.

Charles E. Hemple, Board Secretary

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Education of the School District of the City of Hazel Park, County of Oakland, State of Michigan, at a regular meeting held on November 16, 2020, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act 267.

Charles E. Hemple, Board Secretary

36788554

EXHIBIT A

BOND FORM

UNITED STATES OF AMERICA
STATE OF MICHIGAN
COUNTY OF OAKLAND

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK
2021 REFUNDING BOND
(UNLIMITED TAX GENERAL OBLIGATION)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
	[May/November] 1, 20__		

Registered Owner: Cede & Co.

Principal Amount: _____ Dollars

The School District of the City of Hazel Park, County of Oakland, State of Michigan (the "School District"), promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above, in lawful money of the United States of America on the Date of Maturity specified above, unless prepaid prior thereto as hereinafter provided, with interest thereon (computed on the basis of a 360-day year consisting of twelve 30-day months) from the Date of Original Issue specified above or such later date to which interest has been paid, until paid, at the Interest Rate per annum specified above, first payable on _____ 1, 20__ and semiannually thereafter. Principal of this bond is payable at the _____ office of _____, _____, Michigan, or such other transfer agent as the School District may hereafter designate by notice mailed to the registered owner hereof not less than sixty (60) days prior to any interest payment date (the "Transfer Agent"). Interest on this bond is payable by check or draft mailed by the Transfer Agent to the person or entity who is as of the 15th day of the month preceding each interest payment date, the registered owner, at the registered address. For the prompt payment hereof, the full faith, credit and resources of the School District are hereby pledged.

This bond is one of a series of Bonds of even date of original issue aggregating the principal sum of \$_____, issued under and in pursuance of the provisions of Act 451, Public Acts of Michigan, 1976, as amended, and Act 34, Public Acts of Michigan, 2001, as amended, and pursuant to a resolution of the Board of Education adopted on November 16, 2020 for the purpose of currently refunding all or a portion of certain prior bond issues of the School District.

The full faith, credit and resources of the School District are pledged for the payment

hereof, and the School District is obligated to levy annually sufficient taxes to provide for the payments of the principal of and interest on the bonds of this issue as they mature, without limitation as to rate or amount.

[Bonds of this issue are not subject to optional redemption prior to maturity.] [Bonds maturing in the years 20__ to 20__, inclusive, shall be subject to redemption prior to maturity, at the option of the School District, in any order of maturity, and by lot within a single maturity, on any date on or after _____, 20__. Bonds or portions thereof called for redemption shall be redeemed at par plus accrued interest to the date fixed for redemption.]

[Insert mandatory term bond redemption provisions, if needed]

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

Any bond may be transferred by the registered owner, in person or by the registered owner's authorized attorney or legal representative, upon surrender of the bond to the Transfer Agent for cancellation, together with a duly executed written instrument of transfer in a form approved by the Transfer Agent. Whenever any bond is surrendered for transfer, the Transfer Agent shall authenticate and deliver a new bond or bonds, in like aggregate principal amount, interest rate and maturity. The Transfer Agent shall require the registered owner requesting the transfer to pay any tax or other governmental charge required to be paid with respect to the transfer. The Transfer Agent will not be required to (i) issue, register the transfer of or exchange any bond during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of bonds selected for redemption and ending at the close of business on the day of that mailing, or (ii) register the transfer of or exchange any bond selected for redemption in whole or in part, except the unredeemed portion of bonds being redeemed in part.

It is hereby certified and recited that all acts, conditions and things required to be done, exist and happen, precedent to and in the issuance of said series of bonds of which this is one, in order to make them valid and binding obligations of said School District have been done, exist and have happened in regular and due form and time as provided by law, and that the total indebtedness of said School District, including the series of bonds of which this is one, does not exceed any constitutional or statutory limitation.

This bond is not valid or obligatory for any purpose until the Transfer Agent's Certificate

of Authentication on this bond has been executed by the Transfer Agent.

IN WITNESS WHEREOF, the School District of the City of Hazel Park, County of Oakland, State of Michigan, by its Board of Education has caused this bond to be signed in the name of the School District by the manual or facsimile signature of the President and to be countersigned by the manual or facsimile signature of the Secretary of the Board of Education, all as of the Date of Original Issue.

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK
County of Oakland
State of Michigan

By [manual/facsimile]
President

Countersigned:

[manual/facsimile]
Secretary

[FORM OF TRANSFER AGENT’S CERTIFICATE OF AUTHENTICATION]

Certificate of Authentication

This bond is one of the Bonds described in the within-mentioned resolution.

Transfer Agent

By: _____

Authorized Signature

Date of Authentication: _____

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

This Continuing Disclosure Undertaking (the “Undertaking”) is executed and delivered by the School District of the City of Hazel Park, County of Oakland, State of Michigan (the “School District”), in connection with the issuance of its 2021 Refunding Bonds (Unlimited Tax General Obligation) (the “Bonds”). The School District covenants and agrees for the benefit of the Bondholders, as hereinafter defined, as follows:

(a) *Definitions.* The following terms used herein shall have the following meanings:

“Audited Financial Statements” means the annual audited financial statement pertaining to the School District prepared by an individual or firm of independent certified public accountants as required by Act 2, Public Acts of Michigan, 1968, as amended, which presently requires preparation in accordance with generally accepted accounting principles.

“Bondholders” shall mean the registered owner of any Bond or any person (a) with the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including any person holding a Bond through a nominee, depository or other intermediary) or (b) treated as the owner of any Bond for federal income tax purposes.

“EMMA” shall mean the MSRB’s Electronic Municipal Market Access District, or such other District, Internet Web site, or repository hereafter prescribed by the MSRB for the submission of electronic filings pursuant to the Rule.

“Financial Obligation” means “financial obligation” as such term is defined in the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means Rule 15c2-12 promulgated by the SEC pursuant to the Securities Exchange Act of 1934, as amended, as in effect on the date of this Undertaking, including any official interpretations thereof issued either before or after the date of this Undertaking which are applicable to this Undertaking.

“SEC” means the United States Securities and Exchange Commission.

(b) *Continuing Disclosure.* The School District hereby agrees, in accordance with the provisions of the Rule, to provide or cause to be provided to the MSRB through EMMA, on or before the last day of the 6th month after the end of the fiscal year of the School District, the following annual financial information and operating data, commencing with the fiscal year ended June 30, 2021, in an electronic format as prescribed by the MSRB:

(1) Updates of the numerical financial information and operating data included in the official statement of the School District relating to the Bonds (the “Official Statement”) appearing in the Tables in the Official Statement as described below: [Headings to be conformed to Official Statement when available.]

- a. Enrollments – Enrollment History;
- b. Labor Relations;
- c. Retirement Plan – Contributions to MPSERS;
- d. History of Valuations – State Equalized Valuation and Taxable Valuation;
- e. Tax Levies and Collections;
- f. State Aid Payments;
- g. School District Tax Rates (Per \$1,000 of Valuation);
- h. Largest Taxpayers;
- i. School Bond Qualification and Loan Program;
- j. Direct Debt;
- k. Legal Debt Margin; and
- l. General Fund Budget Summary in Appendix C.

(2) The Audited Financial Statements. Provided, however, that if the Audited Financial Statements are not available by the date specified above, they shall be provided when available and unaudited financial statements will be filed by such date and the Audited Financial Statements will be filed as soon as available.

Such annual financial information and operating data described above are expected to be provided directly by the School District or by specific reference to documents available to the public through EMMA or filed with the SEC.

If the fiscal year of the School District is changed, the School District shall send a notice of such change to the MSRB through EMMA, prior to the earlier of the ending date of the fiscal year prior to such change or the ending date of the fiscal year as changed.

(c) *Notice of Failure to Disclose.* The School District agrees to provide or cause to be provided, in a timely manner, to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, notice of a failure by the School District to provide the annual financial information with respect to the School District described in subsection (b) above on or prior to the dates set forth in subsection (b) above.

(d) *Occurrence of Events.* The School District agrees to provide or cause to be provided to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events listed in (b)(5)(i)(C) of the Rule with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to rights of holders of the Bonds, if material;
- (8) bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the School District, which is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the School District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the School District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the School District;
- (13) the consummation of a merger, consolidation, or acquisition involving the School District or the sale of all or substantially all of the assets of the School District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) appointment of a successor or additional trustee or the change of name of a trustee, if material;
- (15) incurrence of a Financial Obligation of the School District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the School District, any of which affect security holders, if material; or

(16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the School District, any of which reflect financial difficulties.

(e) *Materiality Determined Under Federal Securities Laws.* The School District agrees that its determination of whether any event listed in subsection (d) is material shall be made in accordance with federal securities laws.

(f) *Identifying Information.* All documents provided to the MSRB through EMMA shall be accompanied by the identifying information prescribed by the MSRB.

(g) *Termination of Reporting Obligation.* The obligation of the School District to provide annual financial information and notices of material events, as set forth above, shall be terminated if and when the School District no longer remains an “obligated person” with respect to the Bonds within the meaning of the Rule, including upon legal defeasance of all Bonds.

(h) *Benefit of Bondholders.* The School District agrees that its undertaking pursuant to the Rule set forth in this Undertaking is intended to be for the benefit of the Bondholders and shall be enforceable by any Bondholder; provided that, the right to enforce the provisions of this Undertaking shall be limited to a right to obtain specific enforcement of the School District’s obligations hereunder and any failure by the School District to comply with the provisions of this Undertaking shall not constitute a default or an event of default with respect to the Bonds.

(i) *Amendments to the Undertaking.* Amendments may be made in the specific types of information provided or the format of the presentation of such information to the extent deemed necessary or appropriate in the judgment of the School District, provided that the School District agrees that any such amendment will be adopted procedurally and substantively in a manner consistent with the Rule, including any interpretations thereof by the SEC, which, to the extent applicable, are incorporated herein by reference. Such interpretations currently include the requirements that (a) the amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the School District or the type of activities conducted thereby, (b) the undertaking, as amended, would have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (c) the amendment does not materially impair the interests of Bondholders, as determined by parties unaffiliated with the School District (such as independent legal counsel), but such interpretations may be changed in the future. If the accounting principles to be followed by the School District in the preparing of the Audited Financial Statements are modified, the annual financial information for the year in which the change is made shall present a comparison between the financial statements as prepared on the prior basis and the statements as prepared on the new basis, and otherwise shall comply with the requirements of the Rule, in order to provide information to investors to enable them to

evaluate the ability of the School District to meet its obligations. A notice of the change in accounting principles shall be sent to the MSRB through EMMA.

IN WITNESS WHEREOF, the School District has caused this Undertaking to be executed by its authorized officer.

SCHOOL DISTRICT OF THE CITY OF HAZEL PARK
County of Oakland
State of Michigan

By: _____

Its: Superintendent of Schools

Dated: _____, 2021

EXHIBIT C

FORM OF FINAL QUALIFICATION APPLICATION

Reset Form

Michigan Department of Treasury
3451 (Rev. 09-16)

Application No. SBL

**Application for Final Qualification of Bonds
for Participation in the Michigan School Bond Qualification and Loan Program**

Issued under authority of Public Act 92 of 2005, as amended.

Legal Name of School District School District of the City of Hazel Park	District Code Number 63130	Telephone Number 248-658-5200	
Address 1620 E. Elza	City Hazel Park	County Oakland	ZIP Code 48030
Name of Person Responsible for Preparation of this Application Dr. Amy Kruppe		Title Superintendent	

CERTIFICATION

I, the undersigned, Secretary of the Board of Education, do certify hereby that the following constitutes a true and complete copy of a resolution adopted by the Board of Education of this School District, at a

regular or special meeting held on the 16 day of November, 2020,

and that the meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with Act 267 of the Public Acts of 1976 (Open Meetings Act).

Name of Secretary (Print or Type) Charles Hemple	Signature of Secretary	Date
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PARTICIPANTS

Secretary, Board of Education Charles Hemple	Superintendent of Schools Dr. Amy Kruppe
Treasurer, Board of Education Rose Hammonds	Architectural Firm N/A
Bond Counsel Miller, Canfield, Paddock & Stone, PLC	Construction Manager N/A
Financial Advisor Baker Tilly Municipal Advisors, LLC	Paying Agent The Huntington National Bank
Senior Underwriter Stifel, Nicolaus & Co., Inc.	

SALE TYPE

Competitive Bid Negotiated Sale

RESOLUTION

A meeting was called to order by _____, President.

Present: Members _____

Absent: Member _____

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

RESOLUTION AUTHORIZING
2021 REFUNDING BONDS

BACKGROUND

1. Act 92 of the Public Acts of Michigan, 2005, as amended, ("Act 92") enacted pursuant to Article IX, Section 16, of the Michigan Constitution of 1963, provides the procedure, terms and conditions for the final qualification of bonds for participation in the School Bond Qualification and Loan Program.
2. This district has taken all necessary actions to comply with all legal and procedural requirements for final qualification of this bond issue.

ACTION OF THE BOARD

1. The district hereby applies for final qualification of bonds by the State Treasurer for the purpose of:
 Financing the school construction **and/or**
 Refinancing existing debt as described in this application.
2. The bonds of the district qualified by the State Treasurer will conform to all the requirements of law pertaining generally to school bonds and specifically to school bonds qualified under Section 16, Article IX of the 1963 Michigan Constitution, Act 92, and Act 112, Public Acts of 1961, as amended.
3. Any moneys obtained through the sale of the qualified bonds of the district as herein proposed will be used only for the purpose of:
 Financing the projects described in the application including such limited changes allowed by statute, that have been submitted to the State Treasurer for preliminary qualification of bonds numbered SBL _____ **/and/ or**
 Refinancing existing qualified debt and for no other purpose unless such change of purpose is permitted by law and has the prior approval of the State Treasurer.
4. The district agrees to annually certify and levy its debt millage tax by filing an Annual Loan Activity Statement in accordance with the requirements of Act 92 and to determine the amounts, if any, to be borrowed from or repaid to the School Loan Revolving Fund ("SLRF"). The district agrees to deposit proceeds of debt millage upon receipt into an account established solely for debt service with the appointed banking institution as defined in Section 9. The district agrees to comply with the provisions of Act 92 governing the periodic recalculation of its millage, the adjustment of its millage levy when necessary, and the repayment of funds to the SLRF, where applicable.
5. The district agrees to enter into a loan agreement and file all necessary applications for qualified loans from the SLRF along with all supporting information for repayment to the SLRF within statutory application dates and in accordance with forms and procedures as prescribed by the State Treasurer. The (insert title of authorized school district official(s)) Superintendent / Assistant Superintendent of Business are/is authorized and directed to execute and deliver the loan agreement and any other documents that may be required by the loan agreement on behalf of the district. The district covenants to comply with the terms of any applicable qualified loan agreement it is now or may be a party to, including the provisions related to its millage levy.
6. The district agrees to take actions and refrain from taking actions as necessary to maintain the tax-exempt status of tax-exempt debt issued by the State of Michigan or the Michigan Finance Authority for the purpose of financing the School Bond Loan Fund or the School Loan Revolving Fund as defined in P.A. 227 of 1985, as amended.
7. The district agrees that if these bonds are issued as tax exempt bonds, it will use the proceeds of these bonds only for the purposes that are allowed for tax exempt bonds and that none of such proceeds will be used for more than the first advance refunding of any original bond issued after 1985, nor more than the second advance refunding of any original bond issued before 1986, and the district further agrees that proceeds of bonds issued as Qualified Zone Academy Bonds, Qualified School Construction Bonds, Build America Bonds or Recovery Zone Economic Development Bonds will only be used for the purposes that are allowed for such bonds.
8. The district agrees to use any funds borrowed from the SLRF only for the payment of principal and interest on qualified bonds that is immediately payable to bondholders and not to fund escrow or sinking funds.

**RESOLUTION AUTHORIZING
2021 REFUNDING BONDS**

9. The district agrees to appoint a banking institution that performs paying agent services in general, and to execute a signed agreement that provides, at a minimum, the following procedures:
 - a. If the district has not established an irrevocable escrow account with a qualified escrow agent, the district agrees to submit debt service payments for its qualified bonds in immediately available funds to its banking institution no less than five business days prior to the debt service due date, and agrees not to withdraw, or cause a debit to be drawn against, such funds except to pay debt service.
 - b. The district agrees to use an existing or establish a new interest bearing, money market or investment account with the banking institution that performs paying agent services for the subject bonds, that allows the district to provide written investment instructions for the investment of collected funds on hand preceding the debt service due date.
 - c. The paying agent will implement notification procedures that provide that if sufficient funds for full payment of debt service do not reach the banking institution five business days prior to the debt service payment due date, the paying agent will notify the district of the amount of insufficient funds four business days prior to the debt service payment due date. In the event that the district does not immediately resolve the insufficient funds situation, the paying agent will notify the Michigan Department of Treasury of the delinquency three business days before the payment due date.
 - d. The district agrees to furnish written notification to the paying agent and the Department of Treasury of any bonds that have been refunded.
10. The district agrees to deposit all federal interest credits received with respect to its qualified bonds issued as direct credit type bonds into the debt retirement fund payable for such bonds.
11. The district requests that the State Treasurer increase its computed millage if at any time the full amount of any tax credit related to direct credit type bonds is not received or the amount of debt service on its qualified bonds increases for any reason and the current computed millage is not sufficient to repay all outstanding qualified loans by the final mandatory repayment date.
12. The district agrees that if Treasury determines that the district will not be able to make all or part of the debt service payment, Treasury will process an emergency loan from the SLRF. If the district incurs an emergency loan it shall be a legal debt of the district and the State Treasurer shall bill the school district for the amount paid and the school district shall remit the amount to the state.
13. The board directs the school district administration to report any failure to perform as a result of this application. In the event that the district fails to perform any actions as identified in this application or required by law, the district will submit to the State Treasurer a board approved resolution which indicates the actions taken and procedures implemented to assure future compliance.
14. The district board members have read this application, approved all statements and representations contained herein as true to the best knowledge and belief of said board, and authorized the Secretary of the Board of Education to sign this Final Application and submit same to the State Treasurer for his or her review and approval.

Ayes: Members _____

Nays: Members _____

BOND DETAIL

- 1. PURPOSE: Specify the purpose of bond issue exactly as stated on the ballot and as it is to be cited in the Order Qualifying Bonds (or attach an official copy).

For the purpose of refunding the 2011 Refunding Bonds and the 2012 Refunding Bonds.

- 2. ELECTION DATA:

- a. Date of election: N/A
- b. Attach a copy of the Certified Official Canvass of Election (if not already on file).

- 3. FINAL MATURITY SCHEDULE:

- a. Total amount of this issue \$ 27,500,000
- b. Due date annually for principal payments: May 1st
- c. Due date semi-annually for interest payments: May 1st/Nov 1st
- d. Attach a copy of the bond amortization and millage impact schedules.

- 4. DEBT AMOUNTS:

- a. Amount of this bond issue \$ 27,500,000
- b. Total amount of bonded debt prior to this issue \$ 55,740,000
- c. Total amount of bonds being refunded \$ 26,135,000
- d. Total amount of proposed and existing debt (4a + b - c) \$ 57,105,000

- 5. PROPERTY VALUATION: Taxable valuation as of this date \$ 352,382,020

- 6. CHANGES IN FINANCIAL STRUCTURE: Specify any changes in financial structure since Preliminary Qualification or original Order Qualifying Bonds was approved:

- 7. Bond Type(s) (Check all that apply):

- Fixed Rate
- Variable Rate
- Tax Exempt
- Taxable
- Qualified Zone Academy Bond

HAZEL PARK SCHOOLS

SUMMARY OF KEY TERMS OF REAL ESTATE PURCHASE AGREEMENT

**BETWEEN LC LAND COMPANY LLC, A MICHIGAN LIMITED LIABILITY COMPANY,
AND HAZEL PARK SCHOOLS WITH RESPECT TO THE AUTO SHOP PORTION OF THE
EDISON SCHOOL PROPERTY, FERNDALE, MICHIGAN**

- Purchase Agreement (“Agreement”) to be executed by LC Land Company LLC and by Amy Kruppe on behalf of School District, subject to School District Board (“Board”) approval.
- Effective Date of the Agreement: Date of Board approval.
- Purchaser: LC Land Company LLC, a Michigan limited liability company, by Charles V. Hamilton, Jr.
- The Edison School Property consists of 4.95 acres and is known as 1585 Mapledale, 1600 Mapledale, 1650 Mapledale and 1701 Mapledale (parcel identification number 24-25-26-111-038).
- The sale parcel is part of the Edison School Property and consists of the auto shop building and fenced parking lot with a common address of 1585/1600 Mapledale (“Auto Shop Property”)
- The School District will retain the remainder of the Edison School Property, including all of vacated Mapledale Road within the Edison School Property subject, however, to a non-exclusive access agreement in favor of Purchaser.
- Sale “As-Is”.
- Warranty Deed and Bill of Sale for personal property.
- Purchase Price: \$740,000. (\$720,000 for real property and \$20,000 for personal property.)
- Initial Deposit: \$25,000 payable to title company acting as escrow agent.
- Financing Contingency: Purchaser has 45 days from Rezoning Approval (“Financing Deadline) to terminate the Agreement if a binding written financing commitment is not issued to Buyer.
- Sale includes transfer of personal property identified in Schedule 1 of Agreement (“Personal Property”).
- Proposed Use: Major vehicle repair facility (“Project”).
- Current zoning: R-1, Single-Family Residential Zoning District.
- Conditional rezoning by Purchaser of the Auto Shop Property to an M-1, Light Industrial District is required pursuant to Section 24-324 of the City of Ferndale’s Zoning Ordinance (“Ordinance”) which requires review and approval by the City Planning Commission and the City Council (“Rezoning Approval”). Purchaser hopes to submit its initial applications this week.
- A land division (parcel split) in accordance with Section 24-341 of the Ordinance (“Land Division”) approved by the City and Oakland County of Oakland and other governmental departments and agencies is required in order to split the Auto Shop Property from the Edison School Property and to convey the Auto Shop Property to Purchaser (“Land Division Approval”). District to pay for survey for Land Division Approval.
- Purchaser’s Project is further subject to various City board and commission approvals, including site plan review and final approval by the City Council (“Site Plan Approval”).
- Inspection Period is 60 days from the Effective Date with an additional 30 days for Phase II testing, if required.
- Up to 90-day City Approval Period extension permitted for City Approval purposes only. Includes additional deposit of \$25,000. Deposits are non-refundable after the Inspection Period subject to Seller default, failure to obtain City approvals or failure to obtain financing approval.

- Purchaser is required to obtain a Phase I environmental site assessment during the Inspection Period and to obtain a survey specific to the Auto Shop property for site plan approval purposes.
- Title, survey, environmental and all site condition contingencies must be accepted by Purchaser during the Inspection Period.
- The School District is required to maintain the Auto Shop Property so that it remains in its present condition, ordinary wear and tear and damage by the elements excepted. Seller is not required to make any capital repairs, improvements or replacements to the Auto Shop Property.
- The School District should continue to maintain its existing insurance coverage on the Auto Shop Property and the Personal Property.
- Seller's Closing Costs:
 - No brokers and no commission.
 - School District is exempt from the payment of state and county transfer taxes pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).
 - Title Policy: Estimated at approximately \$2,800.
 - No tax prorations; property is exempt.
 - Title Company fees related to conducting Closing and holding the Deposit to be split 50/50 between Seller and Purchaser.
- Purchaser must seek from the City of Ferndale, Oakland County and any other governmental departments and agencies:
 - Rezoning Approval.
 - Land Division Approval. (Seller must complete the Land Division application and survey)
 - Site Plan Approval.
- Closing shall occur (if at all) within 21 days of the Financing Deadline subject to the satisfaction or waiver of the conditions contained in the Agreement.
- Purchaser must diligently and continuously seek all necessary City Approvals and provide Seller with Purchaser's efforts on a monthly basis.
- Seller and Purchaser to negotiate a permanent non-exclusive access and cost-sharing agreement during the inspection period which shall provide Purchaser with access over those portions of vacated Mapledale Road owned by Seller in order to provide Purchaser with access to the rear parking area of the Auto Shop Property and as may be reasonably required by the City and as may be required by the Title Company to provide a customary access endorsement to the Title Policy.

Prepared by Richard Sundquist, Clark Hill, PLC

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (this “Agreement”), is made and entered into as of the Effective Date, as defined in Section 30 below, by and between **LC LAND COMPANY LLC**, a Michigan limited liability company (“Purchaser”), and **HAZEL PARK SCHOOLS**, a Michigan general powers school district (“Seller”). Purchaser and Seller shall sometimes be referred to herein as a “Party” or collectively as the “Parties.”

R E C I T A L S:

A. Seller is the owner of a certain parcel of improved real property located in the City of Ferndale, Oakland County, Michigan, commonly known as 1585 Mapledale, 1600 Mapledale, 1650 Mapledale and 1701 Mapledale (parcel identification number 24-25-26-111-038), consisting of approximately 4.95 acres, more or less (the “Edison School Property”), which is more fully described in **Exhibit A** and depicted in red on **Exhibit B** attached hereto and made a part hereof.

B. The Edison School Property is located in an R-1, Single-Family Residential Zoning District. Seller operates a K-12 educational facility as well as a career center on the Edison School Property.

C. The Edison School Property also includes an auto shop building and adjoining fenced parking lot with a common address of 1585 or 1600 Mapledale (collectively, the “Auto Shop Property”), which is depicted in blue on **Exhibit B** and more fully described in **Exhibit C** attached hereto.

D. Seller desires to sell to Purchaser, and Purchaser desires to purchase from Seller, upon the terms and subject to the conditions hereinafter set forth, the Auto Shop Property and all of Seller’s right title and interest in and to that tangible personal property owned by Seller located on, and used in connection with the Auto Shop Property described in **Schedule 1** attached hereto and made a part hereof, (the “Personal Property”). Personal property excluded from this transaction is listed on **Schedule 2** attached hereto.

E. Purchaser acknowledges and agrees that the description of the Auto Shop Property as set forth in **Exhibit C** is an approximate description of the real property that is intended to be purchased by Purchaser and conveyed by Seller pursuant to the terms of this Agreement. The legal description of the Auto Shop Property as set forth in **Exhibit C** is subject to a more precise description of the Auto Shop Property to be provided and confirmed by the Title Company (defined below) pursuant to Section 3 below and which shall be further confirmed by the Survey pursuant to Section 5 below. It is the intention of the Seller to not convey any of the Edison School Property east of the fenced parking lot within the Auto Shop Property. The vacant land immediately to the east of the Auto Shop Property is utilized for water detention purposes by the Seller.

F. Seller and Purchaser each acknowledge and agree that a land division (parcel split) in accordance with Section 24-341 of the City of Ferndale Zoning Ordinance (“Land Division”) approved by the City of Ferndale (“City”) and the County of Oakland (“County”) and other governmental departments and agencies is required in order to split the Auto Shop Property from the Edison School Property and to convey the Auto Shop Property to Purchaser (“Land Division Approval”).

G. Seller intends to retain the remaining portion of the Edison School Property (“Seller Remainder”). The Seller Remainder shall include all of vacated Mapledale Road within the Edison

School Property subject, however, to a non-exclusive access agreement in favor of Purchaser as further described below.

H. Purchaser intends to operate a major vehicle repair facility (“Project”) on the Auto Shop Property which will require a conditional rezoning of the Auto Shop Property to an M-1, Light Industrial District. Purchaser intends to seek approval for the conditional rezoning in accordance with Section 24-324 of the City’s Zoning Ordinance (“Ordinance”) which requires review and approval by the City Planning Commission and the City Council (“Rezoning Approval”).

I. In addition to the necessity of obtaining the Land Division Approval and the Rezoning Approval, Purchaser’s Project is further subject to various City board and commission approvals, including site plan review, and final approval by the City Council (“Site Plan Approval”).

J. Seller and Purchaser desire to enter into this Agreement in order to set forth the rights and obligations of each Party and proceed with the sale of the Auto Shop Property to Purchaser subject to the terms and conditions set forth in this Agreement, with the intention that the consummation of the transactions contemplated herein are expressly contingent upon Purchasing obtaining a Financing Commitment (as defined below) and the Purchaser obtaining Land Division Approval, Rezoning Approval, Site Plan Approval and any other approvals or variances required for the Project (collectively, the “City Approvals”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement and of the benefits to be derived from it, Seller and Purchaser agree to the following:

1. Purchase Price.

1.1 Purchase Price. Purchaser agrees to purchase, and Seller agrees to sell, the Auto Shop Property and Personal Property for the total sum of Seven Hundred Forty Thousand and 00/100 Dollars (\$740,000.00) (“Purchase Price”). The Purchase Price shall be payable at the consummation of the transactions contemplated herein (the “Closing”, as hereinafter defined), by cashier's or certified check or wire transfer of immediately available funds.

1.2 Financing Contingency. Purchaser shall have until midnight on the day which is forty-five (45) days following the Rezoning Approval (“Financing Deadline”), to terminate the Agreement if Purchaser has not then received a binding written commitment (“Financing Commitment”) acceptable to Purchaser in its sole discretion. In the event of termination pursuant to this Section, except as to such obligations as survive the termination of this Agreement, the Parties shall have no further rights or obligations to each other accruing hereunder after the date of termination, and the Deposit (as defined below) shall be returned to Purchaser. Purchaser shall use commercially reasonable efforts to timely pursue the Financing Commitment.

1.3 Allocation of Purchase Price. The Parties agree that the Purchase Price shall be allocated between the Auto Shop Property and the Personal Property as set forth in **Schedule 3** attached hereto for purposes of completing the real estate transfer tax valuation affidavit and property transfer affidavit.

2. Deposit. Purchaser shall, within three (3) business days after the Effective Date, deposit with First American Title Insurance Company (the “Title Company”), 900 Wilshire Drive, Suite 260, Troy, Michigan 48084, Attention: Robin Brewer, telephone (248) 458-7206, email rbrewer@firstam.com,

the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (the “Deposit”). The Deposit shall be deposited and held by the Title Company in a non-interest-bearing account pursuant to the terms of the Title Company’s standard form escrow agreement mutually acceptable to Purchaser and Seller. If Purchaser elects to have the Deposit held in an interest-bearing account, Purchaser shall provide the Title Company with all information necessary to establish such account, and in such event, all interest earned thereon shall be included within the meaning of Deposit and shall be given to the Party entitled to the Deposit as set forth in this Agreement. Provided Purchaser is not in default under the terms of this Agreement, the Deposit shall be fully refundable during the Inspection Period (as defined below) and non-refundable, except as otherwise set forth in this Agreement, after expiration of the Inspection Period. The Deposit shall be applied against the Purchase Price at Closing or refunded or forfeited in accordance with this Agreement.

3. **Title Commitment.** Seller has delivered to Purchaser a commitment, dated October 6, 2020 issued by the Title Company (Title Company File No. NCS- 1034848-MICH), to issue an ALTA owner’s policy of title insurance (“Title Policy”) covering the Auto Shop Property, together with legible copies of all documents listed as exceptions in Schedule B, which commitment shall be updated after the Effective Date (the “Commitment”). The Commitment shall be in the amount of the Purchase Price, dated as of a date later than the Effective Date, issued by the Title Company and shall have attached to it legible copies of all documents listed as exception in Schedule B of the Commitment (“Title Exceptions”). In the event the Commitment discloses any Title Exceptions that materially and adversely affect title to the Auto Shop Property in the reasonable judgment of Purchaser and/or its counsel (“Purchaser’s Title Objections”), Purchaser shall give written notice to Seller within fourteen (14) days after the latest of the receipt by Purchaser of (a) the Commitment, (b) legible copies of the Title Exceptions and (c) the Survey (as defined below) setting forth Purchaser’s Title Objections. Seller shall have a period of fourteen (14) days after its receipt of notice of Purchaser’s Title Objections to remedy the claimed defects identified in such notice and deliver a revision of the Commitment to Purchaser, but if Seller is unable or unwilling to cure any Purchaser’s Title Objections and/or deliver a revised Commitment to Purchaser within such fourteen (14) day period, Purchaser may, at any time thereafter until the expiration of the Inspection Period (as defined below), elect to (x) cure such Purchaser’s Title Objections by its own efforts and, subject to the satisfaction or waiver of the other conditions contained in this Agreement, complete this transaction, (y) waive such Purchaser’s Title Objections and, subject to the satisfaction or waiver of the other conditions contained in this Agreement, complete this transaction without any reduction in the Purchase Price or (z) terminate this Agreement and receive an immediate refund of the Deposit, and thereupon neither Party shall have any further liabilities or obligations hereunder, except for those obligations that expressly survive termination. At Closing and as a condition to Purchaser's obligation to close this transaction, the Title Company shall down-date and endorse the Commitment to show title to the Auto Shop Property in Purchaser subject only to the exceptions as to which Purchaser has not objected or Purchaser’s Title Objections to which Purchaser has waived its objection as provided above (“Permitted Exceptions”). Notwithstanding anything to the contrary contained herein, Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense whatsoever, including, but not limited to, quiet title actions, to eliminate or modify Purchaser's Title Objections or survey objections.

4. **Inspection Period and City Approval Period.**

4.1 **Seller Deliveries.** Seller, to the extent within Seller’s possession or control, shall deliver to Purchaser (or make available for Purchaser’s review), within five (5) business days of the Effective Date, copies of the items listed on **Schedule 4** attached hereto to the extent in the possession of Seller (“Seller Deliveries”). All information provided by Seller to Purchaser in connection with the Auto Shop Property, whether included in the Seller Deliveries or otherwise, shall be provided without any

representation or warranty whatsoever as to the accuracy or the completeness thereof, and shall be without recourse by or to Seller. In the event the Closing does not occur as contemplated by the Agreement, Purchaser shall return the Seller Deliveries to Seller within five (5) days after this Agreement is terminated.

4.2 Inspection Period.

(a) From and after the Effective Date, Purchaser shall have a period of sixty (60) days ("Inspection Period") to determine, in Purchaser's sole discretion, whether the Auto Shop Property is acceptable to Purchaser in all respects, including but not limited to, whether (i) the condition of the Auto Shop Property, including but not limited to the physical and environmental condition of the Auto Shop Property, is satisfactory to Purchaser, (ii) the Auto Shop Property is suitable in all respects and whether all applicable municipal and governmental codes and ordinances will permit, subject to completion of all necessary zoning changes and/or site plan approvals, use of the Auto Shop Property for Purchaser's intended use thereof, including the Project, and (iii) the Auto Shop Property is in compliance with all applicable laws. In that connection, Purchaser and its contractors, employees, representatives and agents shall have the right, upon providing prior written notice to Seller, to enter upon the Auto Shop Property during the Inspection Period to conduct any non-invasive/intrusive tests, studies, surveys or investigations deemed necessary or desirable by Purchaser. Purchaser shall indemnify, defend, and hold harmless Seller (and all its affiliates and agents) from any costs, claims, expenses or liability arising out of such investigations (including all inspections, testing and/or entries onto the Auto Shop Property by Purchaser and/or its contractors, employees and agents, referred to as the "Inspections"). Purchaser shall not be permitted to conduct any invasive/intrusive testing or inspections, including without limitation, a Phase II Environmental Site Assessment ("Phase II ESA"), without Seller's prior written consent, provided Seller's consent shall not be unreasonably withheld. Seller hereby reserves the right to have a representative present at the time of making any Inspections. Purchaser shall notify Seller not less than three (3) business days in advance of making any Inspections. Purchaser will treat, and will cause any representative of Purchaser to treat, all information obtained by Purchaser pursuant to terms of this Agreement as strictly confidential. Immediately upon completion of each of its Inspections, Purchaser shall restore the Auto Shop Property to the equivalent condition that existed immediately prior thereto. Purchaser shall not allow or permit any liens or encumbrances to arise with respect to the Auto Shop Property as a result of such Inspections. Purchaser shall comply with all federal, state and local laws and ordinances in conducting its investigations, reviews, studies or tests regarding the Auto Shop Property, and, prior to entry on the Auto Shop Property, Purchaser shall furnish Seller with a certificate of general liability insurance maintained by Purchaser and each of its contractors, employees, representatives and agents in reasonable amounts (at least \$1,000,000 per occurrence) covering any incident arising out of the entry on the Auto Shop Property by Purchaser, its contractors, employees, agents and representatives, provided, however, that if the activity relating to the Inspections is covered by insurance carried by Purchaser's contractor (e.g., Phase I provider), then Purchaser shall not be obligated to carry insurance per this Section 4.2.

(b) If Purchaser determines, in its sole discretion, that the Auto Shop Property is not acceptable to Purchaser for any reason whatsoever, or Purchaser is not otherwise satisfied in its sole discretion with any information obtained by Purchaser under this Section 4.2 or provided by Seller as part of the Seller Deliveries, Purchaser may terminate this Agreement by giving written notice thereof to Seller at any time prior to the expiration of the Inspection Period ("Termination Notice"), whereupon this Agreement shall terminate and the Deposit shall promptly be refunded to Purchaser and neither Party shall have any further obligations or liabilities under this Agreement, except for those obligations which expressly survive termination. If Purchaser fails to timely provide the Termination Notice to Seller prior to the expiration of the Inspection Period, Purchaser shall be deemed to have determined that the Auto

Shop Property is not suitable for Purchaser's intended use, whereupon this Agreement shall terminate and the Deposit shall promptly be refunded to Purchaser and neither Party shall have any further obligations or liabilities under this Agreement, except for those obligations which expressly survive termination.

(c) As further inducement and consideration for Seller entering into this Agreement with Purchaser, Purchaser agrees that all report(s) or other due diligence work product issued to or obtained by Purchaser as a result of any of its Inspections shall be certified to Seller and that Purchaser shall furnish Seller with a copy within five (5) days of receipt by Purchaser. In the event the Closing does not occur as contemplated by this Agreement for any reason, Purchaser shall deliver any remaining copies of any reports or due diligence work products to Seller related to obtaining the City Approvals (e.g., architecture drawings, engineering plans, traffic impact studies, zoning applications, impact assessment reports, site plans, etc.), and any other documents required by applicable governmental authorities in connection with the City Approvals (collectively, the "City Approval Reports"). Notwithstanding anything contained herein with respect to the City Approval Reports, Seller accepts no responsibility for any unpaid fees, costs or charges incurred by Purchaser in connection with the City Approval Reports. Purchaser shall keep the results of all of its due diligence strictly confidential, except as to such professional advisors of Purchaser who agree to abide by the confidentiality requirement of this sentence. The obligations of Purchaser in this Section shall survive termination of this Agreement.

(d) In the event that any Phase I Environmental Site Assessment ("Phase I ESA") obtained by Purchaser during the Inspection Period and timely provided to Seller as set forth above identifies one or more recognized environmental conditions existing on the Auto Shop Property, and if Seller consents to Purchaser obtaining a Phase II ESA within the scope recommended by the Phase I ESA, then the Inspection Period shall be extended for an additional period of thirty (30) days strictly in the event the Phase II ESA cannot reasonably be obtained prior to the expiration of the Inspection Period as originally scheduled. In such event, Purchaser and Seller shall enter into an amendment to this Agreement which acknowledges the need for Purchaser to obtain the Phase II ESA and which documents the extension of the Inspection Period.

(e) The terms, representations and covenants of this Section 4.2, including but not limited to Purchaser's indemnification obligations, shall survive the Closing hereunder and the delivery of the Deed (as defined below) for the Auto Shop Property or any termination of this Agreement and shall not merge into nor become part of said Deed.

4.3 City Approval Period.

(a) From and after the Effective Date (if not previously commenced at the option of Purchaser), Purchaser shall initiate its efforts with all appropriate governmental and quasi-governmental bodies having jurisdiction over the development and use of the Auto Shop Property, including, but not limited to the City, the County and/or the State of Michigan, and diligently and continuously seek all City Approvals, including, but not limited to, the Rezoning Approval. On a monthly basis, Purchaser shall timely summarize to Seller the Purchaser's efforts to seek such City Approvals (each, a "City Approval Update"). If Purchaser fails to provide a City Approval Update to Seller, then Seller shall notify Purchaser in writing and, in such event, Purchaser shall have five (5) business days to provide the City Approval Update. If Purchaser fails to provide the City Approval Update within the aforementioned five (5) business day period, Purchaser shall be deemed in breach of the Agreement. Purchaser covenants and agrees that the City Approvals shall not be effective or otherwise affect the Auto Shop Property in any manner whatsoever unless and until the occurrence of Closing.

(b) Provided Purchaser otherwise complies with the terms of this Section 4.3, Seller, at no cost or liability to Seller, shall reasonably cooperate in all reasonable and/or necessary applications of Purchaser as reasonably requested by Purchaser in order to obtain the City Approvals, including the execution of appropriate and accurate applications and, if requested by Purchaser, subject to Seller's availability, attendance at and participation in hearings and meetings, provided that such City Approvals will not be effective or otherwise affect the Auto Shop Property unless and until the occurrence of Closing. Purchaser shall provide Seller no less than seven (7) business days' written notice in advance of any meeting for which Purchaser requests Seller's attendance. Not later than ten (10) business days prior to submission of any documents, plans and/or applications to the City and/or County, any governmental authorities and/or community groups with respect to the Auto Shop Property, Purchaser shall submit copies of same to Seller for its prior review, comment and/or approval, which shall not be unreasonably withheld, conditioned or delayed, and which comments or approval shall be given within five (5) business days of receipt from Purchaser. If any comments or approval are not given to Purchaser within said five (5) business day period, Seller shall be deemed to have denied approval.

(c) If Purchaser has not obtained the City Approvals prior to the expiration of the Inspection Period (as the same may be extended pursuant to Section 4.2(d) above strictly to obtain a Phase II ESA), then, provided Purchaser is not then in default under this Agreement, Purchaser shall have the right to extend Purchaser's contingencies under this Agreement for a period of ninety (90) days from the expiration of the Inspection Period strictly to obtain the City Approvals ("City Approval Period") by providing written notice to Seller prior to the expiration of the Inspection Period ("City Approval Extension Notice"). In addition to providing the City Approval Extension Notice, Purchaser must make an additional deposit of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) (an "Additional Deposit") with the Title Company prior to the expiration of the Inspection Period. The Deposit and the Additional Deposit once paid shall be referred to collectively as the "Deposit." Purchaser acknowledges and agrees that its right to the City Approval Period shall be limited to obtaining the City Approvals and by entering into the City Approval Period, Purchaser expressly waives its right to terminate this Agreement and receive a refund of the Deposit for any other reason or no reason at all, including without limitation due to the title, survey, environmental or physical condition of the Auto Shop Property, and shall only be permitted to terminate this Agreement due to the failure to obtain the City Approvals for the Project after reasonable and diligent good-faith efforts, as evidenced to Seller by providing the City Approval Updates or failure to obtain a Financing Commitment by the Financing Deadline. Accordingly, during and after the City Approval Period, the Deposit shall be non-refundable to Purchaser, except in the event of a Seller default or failure by Purchaser to obtain the City Approvals and the Financing Commitment. Purchaser's failure to timely deliver the City Approval Extension Notice and make the Additional Deposit prior to the expiration of the Inspection Period shall mean that Purchaser waives its right to extend its contingencies under this Agreement, whereupon this Agreement shall terminate and the Deposit shall promptly be refunded to Purchaser and neither Party shall have any further obligations or liabilities under this Agreement, except for those obligations which expressly survive termination.

(d) Purchaser covenants and agrees that, on or before the date which is thirty (30) days after the beginning of the City Approval Period, it shall submit to the City, the County and all other governmental or quasi-governmental bodies having jurisdiction over the Auto Shop Property and the Project, all such applications, reports, site plans and other documentation and materials required in order to obtain the City Approvals and to pay all required fees. Such submission shall be done in accordance with all applicable City and County ordinances and regulations and as required by the terms of this Agreement.

(e) Provided Purchaser has timely complied with its obligations pursuant to this Section 4.3, if Purchaser fails to obtain the City Approvals during the City Approval Period, Purchaser

may terminate this Agreement at any time on or before the expiration of the City Approval Period by written notice to Seller, in which case this Agreement shall terminate, and the Deposit shall be returned to Purchaser, and neither Purchaser nor Seller shall have any further obligations or liabilities under this Agreement, except for those rights and obligations that, by the express terms hereof, survive any termination hereof.

(h) All costs and expenses associated with pursuing and obtaining City Approvals, including without limitation all surveying costs, engineering costs, application fees, site plan review fees, etc., shall be the sole responsibility of Purchaser, it being acknowledged and agreed that Seller shall have no financial responsibility or liability whatsoever associated with the City Approvals. Notwithstanding the foregoing, Seller shall pay for all survey costs necessary to complete the Land Division and obtain Land Division Approval which cost is estimated at \$3,750.00.

5. **Survey.**

(a) Purchaser acknowledges receipt of a copy of a so-called topographic survey prepared by Hennessey Engineers, Inc. (Project No. 52323), dated January 26, 2017 (the "Preliminary Survey"). Purchaser acknowledges that the Preliminary Survey is preliminary in nature and is not a final depiction of all of the Edison School Property or the Auto Shop Property. The Parties further acknowledge and agree that the description of the Auto Shop Property as set forth on **Exhibit C** is an approximate description of the real property that is intended to be purchased by Purchaser and conveyed by Seller pursuant to the terms of this Agreement. Accordingly, Seller (in connection with the Land Division) shall, at its sole cost and expense, during the Inspection Period obtain a new survey of the Edison School Property (the "Survey") to be prepared by Hennessey Engineers, Inc. ("Surveyor") sufficient to satisfy all requirements for Land Division Approval. The Survey shall, among other things, confirm and depict the boundaries of the Edison School Property, depict the set corners of the Edison School Property, confirm the legal description of the Edison School Property, the Remainder Property and the Auto Shop Property, calculate a more precise determination of the total acreage of the Edison School Property, the Remainder Property and the Auto Shop Property, indicate existing buildings and structures and their dimensions and setbacks from existing property lines, sewer and water access, above- and below ground utilities and easements and show rights-of-way and encroachments that affect the Edison School Property and the Auto Shop Property which are visible to the Surveyor or that are memorialized by written documentation properly recorded in the Oakland County Register of Deeds office and which documents are provided to the Surveyor by the Title Company. In addition, the Surveyor shall prepare a legal description and sketch in recordable form of that portion of vacated Mapledale Road which Purchaser shall require for access to the Auto Shop Property per the proposed non-exclusive access agreement referenced in Section 11.1(k) below. Purchaser shall be responsible for all other surveyor and engineering costs associated with pursuing and obtaining City Approvals including, but not limited to site plan preparation costs.

(b) Within fifteen (15) days of the receipt of the Survey, Seller and Purchaser shall execute an amendment to this Agreement setting forth the complete and accurate legal description of the Auto Shop Property and the Seller Remainder, as well as the total acreage of the Auto Shop Property and the total acreage of the Seller Remainder.

6. **Phase I ESA.** Within thirty (30) days of the Effective Date, Purchaser shall, at its sole cost and expense, obtain a Phase I ESA prepared by a qualified environmental consultant.

7. **Seller's Representations, Warranties and Covenants.** Seller hereby represents, warrants and covenants to Purchaser:

(a) Seller is a Michigan general powers school district validly existing under the laws of Michigan.

(b) Seller owns fee simple title to the Edison School Property subject to those exceptions shown in the Commitment.

(c) Except as set forth in Seller's Deliveries (whether or not the same are reviewed by Purchaser), to Seller's actual knowledge, there are no pending legal proceedings or administrative actions of any kind or character materially and adversely affecting the Auto Shop Property.

(d) There are no leases or occupancy agreements entered into by Seller currently in effect which affect the Auto Shop Property.

(e) There are no tax appeals or proceedings pending in the Michigan Tax Tribunal or the Michigan State Tax Commission with respect to the Auto Shop Property.

(f) To Seller's actual knowledge, there is no pending impending or contemplated condemnation or taking by inverse condemnation of the Auto Shop Property, or any portion thereof, by any governmental authorities.

(g) During the period between the date of this Agreement and Closing, Seller shall maintain the Auto Shop Property so that it remains in its present condition, ordinary wear and tear and damage by the elements excepted; provided, however, that in no event shall Seller be required to make any capital repairs, improvements or replacements to the Auto Shop Property.

8. **Purchaser's Representations and Warranties.** Purchaser hereby makes the following representations and warranties to Seller:

(a) If Purchaser is acting other than in an individual capacity, Purchaser is duly organized, legally existing, and in good standing under the law of the jurisdiction of its organization.

(b) Purchaser has the power and authority to enter into this Agreement and effectuate the transactions herein contemplated.

(c) The execution and delivery by Purchaser of, and Purchaser's performance under, this Agreement are within Purchaser's powers and have been duly authorized by all requisite partnership, corporate or other action, as the case may be.

(d) The person or persons executing this Agreement on behalf of Purchaser have the authority to do so.

(e) The execution of this Agreement by Purchaser does not require any additional consents and will not violate any contractual obligations or applicable laws.

(f) This Agreement constitutes the legal, valid, and binding obligation of Purchaser, enforceable in accordance with its terms.

(g) The performance of this Agreement by Purchaser will not result in any breach of, or constitute any default under, any agreement or other instrument to which Purchaser is a party or by which Purchaser might be bound.

9. “As-Is” Purchase.

(a) EXCEPT AS SPECIFICALLY OTHERWISE PROVIDED IN THIS AGREEMENT OR IN THE DOCUMENTS TO BE DELIVERED AT CLOSING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE AUTO SHOP PROPERTY AND PERSONAL PROPERTY, OR ANY INFORMATION DELIVERED BY SELLER TO PURCHASER IN CONNECTION WITH THE AUTO SHOP PROPERTY AND PERSONAL PROPERTY. PURCHASER IS PURCHASING THE AUTO SHOP PROPERTY AND PERSONAL PROPERTY “AS IS”, WHICH MEANS, IN PART, THAT PURCHASER IS PURCHASING THE AUTO SHOP PROPERTY AND PERSONAL PROPERTY WITH ALL FAULTS AND DEFECTS, KNOWN OR UNKNOWN, LATENT OR PATENT, WITHOUT ANY REPRESENTATION OR WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, MERCHANTABILITY, SUITABILITY OR QUALITY, AND IN SOLE RELIANCE ON PURCHASER'S OWN INDEPENDENT INSPECTION, INQUIRY AND/OR INVESTIGATION. SPECIFICALLY, SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED WITH RESPECT TO THE AUTO SHOP PROPERTY AND PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO MATTERS OF TITLE (OTHER THAN SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH HEREIN AND SELLER'S REPRESENTATIONS, WARRANTIES, AND COVENANTS EXPRESSLY SET FORTH IN THE DOCUMENTS TO BE DELIVERED AT THE CLOSING), ZONING, USE AND OCCUPANCY RESTRICTIONS, PLATTING, SUBDIVISION, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS (INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ENVIRONMENTAL LAWS AND LAWS RELATING TO HAZARDOUS SUBSTANCES, TOXIC WASTES AND UNDERGROUND STORAGE TANKS), AVAILABILITY OF ACCESS, INGRESS OR EGRESS, VALUATION, SUSCEPTIBILITY TO FLOODING, LAYOUT, SQUARE FOOTAGE, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTERS OR THINGS RELATING TO OR AFFECTING THE AUTO SHOP PROPERTY AND PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, INCOME, EXPENSES, OPERATIONS, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE AUTO SHOP PROPERTY. PURCHASER IS ACQUIRING THE AUTO SHOP PROPERTY AND PERSONAL PROPERTY ON THE BASIS OF ITS OWN INDEPENDENT INSPECTIONS, INQUIRIES AND/OR INVESTIGATIONS AND NOT AS A RESULT OF ANY WARRANTIES OR REPRESENTATIONS OF SELLER. PURCHASER REPRESENTS THAT IT IS A KNOWLEDGEABLE PURCHASER OF AUTO SHOPS AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF PURCHASER'S ATTORNEYS AND CONSULTANTS, AND THAT PURCHASER WILL CONDUCT ALL APPROPRIATE INSPECTIONS AND INVESTIGATIONS OF THE AUTO SHOP PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND SHALL RELY UPON SAME, AND UPON CLOSING PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS (INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ENVIRONMENTAL LAWS AND LAWS RELATING TO HAZARDOUS SUBSTANCES, TOXIC WASTES AND UNDERGROUND STORAGE TANKS), MAY NOT HAVE BEEN REVEALED BY PURCHASER'S INSPECTIONS AND INVESTIGATIONS. THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS COLLATERAL TO OR AFFECTING THE AUTO SHOP PROPERTY AND PERSONAL PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY VERBAL OR

WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE AUTO SHOP PROPERTY AND PERSONAL PROPERTY FURNISHED BY ANY ATTORNEY, CONSULTANT, REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE TERMS AND CONDITIONS OF THIS SECTION SHALL SURVIVE THE CLOSING AND NOT MERGE THEREIN OR INTO THE DEED UPON DELIVERY THEREOF.

10. **Taxes, Assessments, Prorations and Allocation of Costs**. The Purchase Price shall be adjusted by the below prorations and fees on the day of Closing. Accordingly, at Closing, Purchaser and Seller shall pay the following amounts:

(a) Seller shall pay any taxes and assessments that are a lien upon the Auto Shop Property and are due and payable as of Closing (other than the lien of general real estate taxes that are not due and payable as of Closing) at or before Closing. Current real property taxes and assessments shall be prorated on a due date basis as of 11:59 p.m. local time on the day prior to the Closing Date as if paid in advance. Notwithstanding the foregoing, Purchaser and Seller acknowledge and agree that the Auto Shop Property is currently tax exempt.

(b) The Parties shall arrange for final readings of utility meters for such utilities, if any, that are in the name of Seller as of Closing, and Seller shall pay at Closing final utility charges based on such readings. Purchaser shall pay for utilities related to or associated with the Auto Shop Property on and after the date of Closing. If final readings cannot be obtained from any utility on the date of Closing, the Parties will arrange to adjust the final utility bill(s) post-closing on the basis of the next succeeding bill in accordance with the local custom. There shall be no prorations for fuel in any propane tanks located on the Auto Shop Property.

(c) Seller shall pay all state and county transfer taxes owing upon recording of the Deed (as defined below) and for the cost of recording any documents necessary to clear title. Seller represents that it is exempt from the payment of state and county transfer taxes pursuant to MCL 207.505(h)(i) and MCL 207.526(h)(i).

(d) Seller shall pay for all costs associated with the Commitment and issuance of the Title Policy, including without limitation, all search and exam fees and the premium for the Title Policy. Purchaser shall be responsible for the cost of any endorsements requested by Purchaser and shall be paid by Purchaser at its sole cost and expense.

(e) Purchaser shall pay all charges or fees associated with the assignment of any assignable service contracts.

(f) Seller and Purchaser shall equally split 50/50 all fees charged by the Title Company related to conducting the Closing and holding the Deposit.

(g) Purchaser shall pay for the recording of the Deed.

(h) Purchaser shall pay all additional costs of the Closing not specifically provided for in this Agreement.

If there shall be any error, omission or mistake in the foregoing prorations or adjustments discovered after the Closing, the Parties shall correct such error, omission or mistake within thirty (30) days after discovery. The Party owing any amounts following such correction will pay the other Party such amounts within thirty (30) days of determining the deficiency.

11. **Closing.**

11.1 **Closing and Closing Documents.** Closing shall occur (if at all) within twenty-one (21) days of the later of Rezoning Approval or Financing Approval but, in any event, no later than _____, 2021. Subject to the satisfaction or waiver of the conditions contained in this Agreement, the closing of the transaction contemplated by this Agreement (“Closing”) shall be conducted in escrow at the office of the Title Company or at such other location as may be agreed upon by Seller and Purchaser. At the Closing:

(a) Seller shall execute and deliver a Warranty Deed (“Deed”) to the Title Company (i) conveying fee simple title to the Auto Shop Property with no division rights, (ii) subject only to (A) the Permitted Exceptions, (B) restrictions and easements of record, if any, and (C) zoning ordinances, building and use codes, regulations, if any.

(b) Seller shall execute and deliver to the Title Company a Michigan Real Estate Transfer Tax Valuation Affidavit;

(c) Seller shall execute and deliver an affidavit of non-foreign status;

(d) Seller shall execute and deliver such affidavits and other documents as may be required by the Title Company for the issuance of the Title Policy, provided such affidavits and other documents are satisfactory to Seller in its sole discretion;

(e) Purchaser shall execute and deliver a Property Transfer Affidavit;

(f) Seller and Purchaser shall execute and deliver closing statement(s) prepared by the Title Company;

(g) Seller shall execute and deliver a Bill of Sale and General Assignment (the “Bill of Sale”) conveying and transferring the Personal Property and any assignable service contracts to Purchaser;

(h) Seller and Purchaser shall execute and deliver such resolutions and consents as required by the Title Company to evidence the authority of the Parties to consummate the transaction contemplated by this Agreement;

(i) Seller shall cause the Title Company to be paid the premium for the issuance of the Title Policy, Purchaser shall cause the Title Company to be paid the cost of any endorsements to the Title Policy requested by Purchaser, and the Parties shall each pay to the Title Company their portion of any closing fees and escrows fee for holding the Deposit; and

(j) Seller shall deliver all keys and security cards, if any, to the Auto Shop Property to Purchaser, and shall deliver possession of the Auto Shop Property and Personal Property to Purchaser.

(k) Seller and Purchaser shall execute a permanent non-exclusive access easement and cost-sharing agreement which shall provide Purchaser with access over those portions of vacated Mapledale Road owned by Seller as Purchaser shall require for access to the rear parking area of the Auto Shop Property and as may be reasonably required by the City and as may be required by the Title Company to provide a customary access endorsement to the Title Policy (“Access Agreement”). Seller and Purchaser shall negotiate the terms of the Access Agreement during the Inspection Period. In the event Seller and Purchaser fail to reach an agreement on the terms of the Access Agreement acceptable to

both Seller and Purchaser then either Seller or Purchaser may elect to terminate this Agreement by written notice to the other party in which case the Deposit shall promptly be refunded to Purchaser and neither Party shall have any further obligations or liabilities under this Agreement, except for those obligations which expressly survive termination.

12. **Default.**

(a) If Seller fails to perform in accordance with this Agreement, and provided Purchaser is not also in default hereunder, Seller shall be in default. In the event of a default hereunder by Seller, Purchaser may, as its sole and exclusive remedies, elect to either enforce the terms hereof by specific performance or terminate this Agreement, and if Purchaser so terminates this Agreement, the Title Company shall immediately refund the Deposit to Purchaser and neither Party shall have any further obligations or liabilities under this Agreement.

(b) In the event of a default hereunder by Purchaser, and provided Seller is not also in default hereunder, Seller may, as its sole and exclusive remedy, elect to terminate this Agreement, whereupon the Title Company shall immediately deliver the Deposit to Seller as liquidated damages and neither Party shall have any further liabilities or obligations hereunder. The Parties acknowledge and agree that it would be difficult if not impossible to ascertain Seller's actual damages in the event Purchaser defaults and the Deposit represents a good faith, reasonable estimate of such damages.

13. **Broker.** Seller and Purchaser each represent and warrant to the other that it has not dealt with any broker or real estate agent in connection with the transaction contemplated by this Agreement. Seller and Purchaser shall each indemnify the other against any costs, claims or expenses, including reasonable attorneys' fees, arising out of the breach of the foregoing representation by the indemnifying Party.

14. **Risk of Loss; Condemnation.** Seller agrees to give Purchaser prompt notice of any fire or other casualty affecting the Auto Shop Property after the Effective Date or of any actual or threatened (to the extent that Seller has current actual knowledge thereof) taking or condemnation of all or any portion of the Auto Shop Property after the Effective Date. If after the Effective Date and prior to Closing, there shall occur loss or damage to the Auto Shop Property caused by fire or other casualty which would cost an amount, greater than, or equal to, ten percent (10%) of the Purchase Price to repair or restore, or the taking or condemnation of all or any portion of the Auto Shop Property which would materially interfere with the Project, then, in such event, Purchaser shall have the right to terminate this Agreement by giving written notice to Seller, within ten (10) business days after Purchaser has received written notice from Seller, which notice shall contain, if available, a report from the adjuster for the Seller's insurance carrier as to the description of any such damage and an estimate of the cost to complete such repair or restoration. Upon such termination, the Deposit shall be delivered to Purchaser and neither Party shall have any further rights or obligations hereunder, except, however, that Purchaser shall remain obligated with respect to the indemnities and obligations herein which specifically survive termination. If Purchaser does not so timely elect to terminate this Agreement, then the Closing shall take place as otherwise provided herein and there shall be assigned to Purchaser at Closing all interest of Seller in and to the insurance proceeds or condemnation awards otherwise payable to Seller on account of that event, if any ("Proceeds"), in an amount up to, but not including, any Proceeds in excess of the Purchase Price ("Excess Proceeds"). The Proceeds minus any Excess Proceeds shall be hereinafter referred to as the "Purchaser's Proceeds") and the Purchaser shall agree to repair and restore the Auto Shop Property to substantially the same condition it was in prior to the occurrence of the loss or damage. In addition, all Proceeds, with the exception of the Excess Proceeds, collected by Seller and the amount of any deductible

under the insurance policy, less sums which Seller incurs before the Closing to repair or restore any of the loss or damage (if not previously deducted), shall be paid to Purchaser at Closing,

If after the Effective Date and prior to Closing there shall occur loss or damage to the Auto Shop Property caused by fire or other casualty which would cost less than ten percent (10%) of the Purchase Price to repair or restore, or the taking or condemnation of a portion of the Auto Shop Property which would not materially interfere with the Project, then Purchaser may not terminate this Agreement and there shall be assigned to Purchaser at Closing all interest of Seller in and to the Purchaser's Proceeds, if any, less sums which Seller incurs before the Closing to repair or restore any of the loss or damage. Such determination of the amount or percentage of such Purchase Price attributable to any fire or casualty shall be determined by the Seller's insurance adjuster from Seller's insurance carrier.

To the extent any repair or restoration is undertaken by Seller, Seller shall complete such repair or restoration in a good and workmanlike manner in compliance with all applicable laws.

At Purchaser's request, Seller shall not undertake any repair or restoration of the Auto Shop Property following a casualty, unless such repair or restoration is required pursuant to applicable laws and/or regulations, or in the case of an emergency condition.

Seller shall not settle any insurance or condemnation claim without the prior written approval of Purchaser, such approval to not be unreasonably conditioned, withheld or delayed. Seller and Purchaser agree to use good faith efforts to cooperate with each other in resolving the amount of the Proceeds, including, without limitation, promptly providing any and all materials requested by the insurance company and promptly responding to any and all inquiries from the insurance company. Seller shall not have the right to agree to the amount of Purchaser's Proceeds with the insurance company without the prior reasonable written consent of Purchaser unless Purchaser's Proceeds equal the Purchase Price. Upon payment by the insurance company, Purchaser's Proceeds shall be disbursed to Purchaser and the Excess Proceeds, if any, shall be disbursed to Seller. Seller makes no representation or warranty with respect to the amount of the Proceeds that will be paid by the insurance company in connection with any such fire or casualty, including, without limitation, whether Purchaser shall be entitled to the actual cash value or the replacement cost of the Auto Shop Property. The provisions of this paragraph shall survive the Closing.

15. **Notice.** Any notice under this Agreement shall be in writing and given by any one or more of the following methods: delivered personally; mailed by certified mail (postage prepaid, return receipt requested); sent by facsimile or electronic mail; or sent by a national next day delivery service, as follows (or to such other addresses as any person entitled to notice shall direct in writing):

As to Seller: Hazel Park Schools
Attention: Matthew Miller
1620 East Elza Avenue
Hazel Park, Michigan 48030-2358
Facsimile: (248) 544-5443
Email: matthew.miller@hazelparkschools.org

With a copy to: Clark Hill PLC
Attn: Richard A. Sundquist, Esq.
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226
Facsimile: (313) 309-6827
Email: rsundquist@clarkhill.com

As to Purchaser: LC Land Company LLC
c/o Charles V. Hamilton, Jr.
Sullivan's Fleet Service
23900 John R
Hazel Park, Michigan 48030
Facsimile: _____
Email: sullivansfleet@yahoo.com

With a copy to: Plunkett Cooney
Attn: Jeffrey M. Schroder, Esq.
38505 Woodward Avenue, Suite 100
Bloomfield Hills, Michigan 48304
Facsimile: (248) 901-4040
Email: jschroder@plunkettcooney.com

Any Party may at any time change the address for notice to such Party by giving notice in the manner described herein. Such notice shall be deemed given and effective upon delivery if personally delivered, three (3) business days after mailing if mailed, one (1) business day after deposit with a national next day delivery service if sent by such service, or the date sent by electronic mail or facsimile if given in such manner.

16. **Board Approval.** Purchaser acknowledges and agrees that this Agreement is contingent upon the approval of Seller's Board of Education (the "Board") in accordance with Hazel Park Schools Policy 7300 (Disposition of Real Property) and Policy 7310 (Disposition of Surplus Property). Seller shall seek approval of the terms of this Agreement and shall conduct a meeting of the Board within forty (40) days after the execution of this Agreement by Seller. If the Board does not approve this Agreement within such period, then this Agreement shall be considered null and void, and any monies paid as consideration shall be refunded to Purchaser.

17. **Assignment.** Except as provided in this Section, Purchaser shall not have the right to assign its interest in this Agreement without Seller's advance written consent. Purchaser shall have the right to assign its interest in this Agreement as long as Purchaser owns, directly or indirectly, at least fifty-one percent (51%) and maintains management control of such assignee, and provided such assignee assumes, in writing, all obligations of Purchaser hereunder. Purchaser shall provide to Seller, at least five (5) business days prior to the effective date of any such assignment, a draft of the written assignment and assumption agreement as well as such other documentation as may be reasonably requested by Seller to

evidence Purchaser's ownership and control of such assignee. Notwithstanding any such assignment by Purchaser, Purchaser shall remain liable for all obligations hereunder.

18. **Calculation of Days.** Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if such date shall fall upon a Saturday, Sunday or legal holiday, the date of such determination or action shall be extended to the first business day immediately thereafter.

19. **Entire Agreement; Amendment.** This Agreement embodies the entire agreement of the Parties hereto and supersedes any prior or contemporaneous understandings or written or oral agreements between the Parties concerning the Auto Shop Property. No variation, modification or alteration of the terms hereof shall be binding upon either Party unless set forth in a written amendment executed by all Parties hereto.

20. **WAIVER OF JURY TRIAL.** SELLER AND PURCHASER EACH WAIVES ANY RIGHT IT MIGHT HAVE TO REQUIRE THAT A JURY PARTICIPATE IN DECIDING ANY OR ALL ISSUES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT. THIS WAIVER SPECIFICALLY INCLUDES A WAIVER OF TRIAL BY JURY, APPLIES TO ALL PRESENT AND FUTURE RIGHTS, AND IS MADE TO THE FULLEST EXTENT PERMITTED BY LAW.

21. **Time of the Essence.** Time is of the essence in the performance of all obligations under this Agreement.

22. **Successors and Assigns.** The covenants herein shall bind and inure to the benefit of the successors and permitted assigns of Seller and Purchaser.

23. **Interpretation.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged and agreed that this Agreement shall be interpreted in light of the probable intent of the Parties.

24. **Attorneys' Fees.** In connection with any litigation, including appellate proceedings, arising out of this Agreement, the prevailing Party shall be entitled to recover from the losing Party the reasonable attorneys' fees and other costs incurred by the prevailing Party in connection with such litigation.

26. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions. No waiver shall be binding unless executed in writing by the Party granting the waiver.

27. **Governing Law.** This Agreement shall be governed by, and shall be interpreted and enforced in accordance with, the laws of the State of Michigan

28. **Jurisdiction; Venue.** Seller and Purchaser hereby submit to the jurisdiction of the 43rd Judicial District Court, the Oakland County Circuit Court of the State of Michigan and the United States District Court for the Eastern District of Michigan in respect of any suit or other proceeding brought in connection with or arising out of this Agreement. The provisions of this Paragraph shall survive Closing.

29. **Counterparts.** This Agreement may be executed in one or more counterparts, delivered electronically, by facsimile or otherwise, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

30. **Effective Date.** The “Effective Date” hereunder is the later of the date of full execution and delivery of this Agreement by both Seller and Purchaser or approval of Seller’s Board, whichever occurs later.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Purchaser and Seller have executed this Agreement effective as of the Effective Date.

PURCHASER:

LC LAND COMPANY LLC

By: _____
Name: Charles V. Hamilton, Jr.
Its: _____

Dated: November ____, 2020

SELLER:

HAZEL PARK SCHOOLS

By: _____
Name:
Its: Superintendent

Dated: November ____, 2020

ACKNOWLEDGMENT OF RECEIPT OF INITIAL DEPOSIT

The undersigned hereby acknowledges receipt of the in the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) and agrees to hold and release the same in accordance with the terms of this Agreement.

TITLE COMPANY:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Name: _____
Its: _____

Dated: November ____, 2020

Schedule 1 to Real Estate Purchase Agreement

List of Personal Property

Item Number	Description	Manufacturer	Model Number	Qty.
	Air Compressor			1
0019	Oil Catch Pan			1
0056	Flamable Cabinet			1
None	Yellow Shelf			2
None	Blue Cabinet			2
None	Blue Table			5
0004	Two Post Lift	Rotary	SP0A9N402	1
0007	Two Post Lift	Rotary	SP0A9N401	1
0009	Grinder	Baldor	1021WD	1
0024	Tire Replacement Machine	Coats	02B	1
0033	Press	Bridgeport	J36091	1
0034	Muffler System	Ben Pearson	Tube Master	1
0036	Lathe	Clausing-Colchester	13" x 36"	1
0038	Four post lift			1
0044	Two Post Lift	Challenger Lift	CL9	1
0046	Grinder	Baldor	7308DP	1
None	Engine Stand	Norco	78150	1
0004	Two Post Lift	Rotary	SP0A1ON707	1
None	Office Furniture			
None	Tool Room supplies			

Schedule 2 to Real Estate Purchase Agreement

List of Excluded Personal Property

Dumpster

Schedule 3 to Real Estate Purchase Agreement

Purchase Price Allocation

Auto Shop Land and Building	\$720,000.00
Personal Property	<u>20,000.00</u>
Total Purchase Price	\$740,000.00

Schedule 4 to Real Estate Purchase Agreement

List of Seller Deliveries

- The Preliminary Survey
- Tax Bills, if any:
 - 2019
 - 2020 (as received)
- Assessment Notices, if any:
 - 2019
 - 2020
- Building Construction Drawings that may be located at the Auto Shop Property (if any):

- Utilities (gas, electric, water and sewer):
 - Invoices for last 12 months
 - Pictures of Meters on or within the building
- Security Alarm Contract

**Exhibit A to Real Estate Purchase Agreement
Legal Description of the Edison School Property**

Real property situated in the City of Ferndale, Oakland County, Michigan, being more particularly described as follows:

T1N, R11E, SEC 26 BERMORE SUB NO 1 LOTS 148 TO 153 INCL, ALSO LOTS 2 TO 18 INCL, N 1/2 OF VAC MAPLEDALE ADJ TO SAME & VAC ALLEY ADJ TO SAME OF 'WINONA SUB', ALSO LOTS 221 TO 243 INCL, N 1/2 OF VAC ALLEY ADJ TO SAME & S 1/2 OF VAC MAPLEDALE AVE ADJ TO LOTS 225 TO 243 INCL OF 'MAPLEDALE SUB'

Commonly known as: 1701 Mapledale, Ferndale, Michigan.

Tax Parcel I.D. No. 24-25-26-111-038.

**Exhibit B to Real Estate Purchase Agreement
 Depiction of the Edison School Property and the Auto Shop Property**

1701 Maplewood Enlarged *



Oakland County One Stop Shop 2100 Pontiac Lake Road Bldg. 41 West Waterford, MI 48328 Phone: 248-858-0721 Web: www.advantageoakland.com

*This aerial view does not reflect the major new improvements and additions to the Edison School Property made in 2018 and 2019.

**Exhibit C to Real Estate Purchase Agreement
Legal Description of the Auto Shop Property**

*[Subject to confirmation from the Title Company
and/or the Survey in accordance with the terms of this Agreement]*

Real property situated in the City of Ferndale, Oakland County, Michigan, being more particularly described as follows

Lots 221 through 228 and the westerly 20 feet (approximately) of Lot 229 of Mapledale Subdivision (subject to survey), but excluding all of vacated Mapledale Avenue which property shall be retained by Seller.

Commonly known as: 1585 or 1600 Mapledale, Ferndale, Michigan.

Part of Tax Parcel I.D. No. 24-25-26-111-038.



Ford Administration
Jason Zirnis, Assistant Superintendent of Business and Operations
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5217 | F: 248-544-5443
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent
From: Jason Zirnis
Assistant Superintendent of Business and Operations
Date: November 12, 2020
Re: High School Bathroom Renovations

The District received 2 bidders for the renovation of the Athletic Hall, Upstairs and Staff bathrooms as noted below.

M.L. Schoenherr Construction	\$ 371,000
Evangelista Corporation	\$ 530,000

M.L. Schoenherr is currently completing the bathroom renovation at the Auditorium and has recently completed the Health Clinic at the High School. M.L. Schoenherr is the low bid and the Building and Grounds Committee has recommended them for Board approval.

The demolition work will commence as soon as possible and continue through the beginning of the school year. We will assess the hours to be worked as the project progresses (first or second shift) to ensure minimal disruption of the activities at the High school.

Funding Sources:

Sinking Fund

Financial Impact:

Not to exceed \$371,300

We are recommending the approval of the items to address the areas of the strategic plan listed below:

Strategic Plan: Goal Statement - Resources

The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving quality facilities, and integrating state-of-the-art technology.





Ford Administration
Jason Zirnig, Assistant Superintendent of Business and Operations
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5217 | F: 248-544-5443
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent
From: Jason Zirnig, Assistant Superintendent of Business and Operations
Date: November 10, 2020
Re: District Radios

We are seeking Board approval for the purchase of additional District Radios (Walkie-Talkies) to complement the ones purchased earlier this year. This will allow us to be able to communicate more effectively should there be a crisis or an emergency within the district. There would be one emergency channel for the district and then separate channels for each building.

The Center Programs currently have older radios but in order for everyone to be on the same system these will need to be replaced.

Total cost not to exceed \$30,000, cost to be split between the sinking fund and center programs.

Funding Sources:

Sinking Fund - Equipment costs est. \$15,000
Center Program Funds - Equipment costs est. \$15,000

We are recommending the approval of District Radios to address the areas of the strategic plan listed below:

Strategic Plan: Goal Statement - Resources

The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art-technology.





Ford Administration
Bradley Wilkins, Director of Technology
1620 E. Elza, Hazel Park, MI 48030 | 248-658-5231 | F: 248-544-5443
www.hazelparkschools.org

To: Dr. Amy Kruppe, Superintendent
From: Bradley Wilkins, Director of Technology
Date: November 12, 2020
Re: Technology Adapter Purchase

We are seeking approval for the purchase of 750 iPads and 1000 Chromebook power adapters.

With the impact of COVID-19 we have had to provide devices to all students for remote learning. We have had to completely empty the carts of the power adapters during remote in the springtime. Then K-5 devices came back and we have wired the carts back up and then had to empty them again due to going remote. This adds wear and tear on the adapters. I am recommending that we get adapters for the carts to stay in the carts and then when we come back face to face we collect the adapters that are returned with the device and we can store them should we have to go remote in the future.

Strategic Plan: Goal Statement - Resources

The Hazel Park School District will maximize its resources to assure high quality education by fostering financial stability, preserving and utilizing quality facilities, and integrating state-of-the-art-technology.

We respectfully request the approval of purchasing these power adapters at the cost of \$50,500.00. This will be paid out of Cares Act money.

Breakdown of cost:

750 iPad adapters -	\$16,500.00
1000 Chromebook -	\$34,000.00
Total:	\$50,500.00





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

To: Hazel Park Board of Education
From: Dr. Amy Kruppe, Superintendent
Subject: Face Mask Donations
Date: November 11, 2020

During the summer, we put a call out to the community asking for help in making face masks for our students for their use when they returned to school in the fall. Our community members, employees, businesses and organizations came through with over 2400 homemade masks donated. These masks were then distributed two per student to our PK-5 students as they returned to school beginning October 5. We would be remiss if we didn't take a few moments to recognize these individuals.

1. Janie Roy Hamilton
2. Michael/Robert Campion
3. Robin Dunlop
4. Dawn Polito
5. Linda Palka
6. Danielle Oren / Mom
7. Mary Lenaway
8. Robertson Brothers Homes
9. Stephanie Lazar
10. Donna Arnold
11. Bishop Pariseau
12. ADK - Hazel Park Chapter
13. Angie Parente
14. Laura Raesch
15. Cheryl Hayes
16. Lesa Eickholdt
17. Anonymous



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

To: Hazel Park Board of Education
From: Dr. Amy Kruppe, Superintendent
Subject: October 2020 Attendance Report
Date: November 13, 2020

We are required by the State to report to the Board of Education and share the attendance of our students.

Attendance for each area should be above 75% for the month. Hazel Park needs to have attendance above 75% for nine out of ten months.

The percentage of weekly engagement was 77% .
The weekly attendance is also attached.

Please contact me with any questions you might have.

Weekly Engagement Percentage Report

Viking Virtual Academy - 09/30/2020 to 10/27/2020

Engagement Threshold: 2

Access Alternative School						
Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold	
14	09/30/2020	10/06/2020	15	20	75	
15	10/07/2020	10/13/2020	18	20	90	
16	10/14/2020	10/20/2020	13	20	65	
17	10/21/2020	10/27/2020	13	20	65	

Average: 14.75 20 73.75

Advantage Alternative Program						
Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold	
14	09/30/2020	10/06/2020	62	122	50.82	
15	10/07/2020	10/13/2020	67	125	53.6	
16	10/14/2020	10/20/2020	60	125	48	
17	10/21/2020	10/27/2020	56	125	44.8	

Average: 61.25 124.25 49.31

Edison						
Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold	
14	09/30/2020	10/06/2020	54	59	91.53	
15	10/07/2020	10/13/2020	55	56	98.21	
16	10/14/2020	10/20/2020	54	56	96.43	
17	10/21/2020	10/27/2020	53	56	94.64	

Average: 54 56.75 95.2

Hazel Park City School District						
Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold	
14	09/30/2020	10/06/2020	0	0	0	
15	10/07/2020	10/13/2020	0	0	0	
16	10/14/2020	10/20/2020	0	0	0	
17	10/21/2020	10/27/2020	0	0	0	

Average:

Hazel Park High School						
Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold	
14	09/30/2020	10/06/2020	432	451	95.79	
15	10/07/2020	10/13/2020	435	450	96.67	
16	10/14/2020	10/20/2020	412	450	91.56	
17	10/21/2020	10/27/2020	415	450	92.22	

Average: 423.5 450.25 94.06

Hazel Park Junior High School						
Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold	
14	09/30/2020	10/06/2020	312	474	65.82	
15	10/07/2020	10/13/2020	344	475	72.42	
16	10/14/2020	10/20/2020	340	476	71.43	
17	10/21/2020	10/27/2020	347	477	72.75	

Average: 335.75 475.5 70.61

Hoover Elementary						
Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold	
14	09/30/2020	10/06/2020	231	291	79.38	
15	10/07/2020	10/13/2020	255	293	87.03	
16	10/14/2020	10/20/2020	214	294	72.79	
17	10/21/2020	10/27/2020	255	296	86.15	

Average: 238.75 293.5 81.34

Invest Roosevelt Alt High School

Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold
14	09/30/2020	10/06/2020	300	301	99.67
15	10/07/2020	10/13/2020	300	301	99.67
16	10/14/2020	10/20/2020	293	301	97.34
17	10/21/2020	10/27/2020	297	301	98.67
Average:			297.5	301	98.84

Jardon School

Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold
14	09/30/2020	10/06/2020	69	100	69
15	10/07/2020	10/13/2020	67	99	67.68
16	10/14/2020	10/20/2020	64	100	64
17	10/21/2020	10/27/2020	69	100	69
Average:			67.25	99.75	67.42

MICHIGAN CYBER ACADEMY

Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold
14	09/30/2020	10/06/2020	286	286	100
15	10/07/2020	10/13/2020	287	287	100
16	10/14/2020	10/20/2020	287	287	100
17	10/21/2020	10/27/2020	287	287	100
Average:			286.75	286.75	100

United Oaks Elementary

Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold
14	09/30/2020	10/06/2020	219	333	65.77
15	10/07/2020	10/13/2020	235	327	71.87
16	10/14/2020	10/20/2020	231	325	71.08
17	10/21/2020	10/27/2020	250	325	76.92
Average:			233.75	327.5	71.41

Viking Virtual Academy

Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold
14	09/30/2020	10/06/2020	75	239	31.38
15	10/07/2020	10/13/2020	74	231	32.03
16	10/14/2020	10/20/2020	51	231	22.08
17	10/21/2020	10/27/2020	37	232	15.95
Average:			59.25	233.25	25.36

Webb Elementary

Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold
14	09/30/2020	10/06/2020	232	333	69.67
15	10/07/2020	10/13/2020	252	331	76.13
16	10/14/2020	10/20/2020	248	333	74.47
17	10/21/2020	10/27/2020	288	334	86.23
Average:			255	332.75	76.63

Webster Elementary

Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold
14	09/30/2020	10/06/2020	64	80	80
15	10/07/2020	10/13/2020	70	79	88.61
16	10/14/2020	10/20/2020	65	77	84.42
17	10/21/2020	10/27/2020	62	76	81.58
Average:			65.25	78	83.65

District Total

Week	From	To	Students Meeting Threshold	Enrollment	% Meeting Threshold
14	09/30/2020	10/06/2020	2351	3089	76.11
15	10/07/2020	10/13/2020	2459	3074	79.99
16	10/14/2020	10/20/2020	2332	3075	75.84
17	10/21/2020	10/27/2020	2429	2879	78.89
Average:			2392.75	3079.25	77.71