



# Brandon School District

*Quality*

*Service*

*Planning*

*Delivering the highest quality education so every student can soar!*

Brandon Board of Education  
**Regular Meeting**  
Central Office Board Room and Zoom Platform  
1025 S. Ortonville Road  
Ortonville, Michigan 48462  
**December 21, 2020**  
**6:30 PM**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the school district's business and is not to be considered a public community meeting. There is a time for public participation during the meeting.

## AGENDA

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Superintendent Report ~ Dr. Heidrich
  - A. Covid-19
  - B. Athletic Update ~ Chris Deines
  - C. January Work Session
- V. Public Comments and Questions on Agenda Business
- VI. Approval of Consent Agenda

*The Brandon Board of Education deems all items listed on the consent agenda non-controversial and routine in nature. The body will approve these items under one motion and there will be no discussion. A member of the Brandon Board of Education wishing to discuss an item on the consent agenda may request it be removed from the consent agenda, and placed on the regular agenda. The body will consider and discuss the item at that time.*

  - A. Minutes of the November 16, 2020, Special Meeting
  - B. Minutes of the November 16, 2020, Regular Meeting
  - C. Minutes of the November 18, 2020, Special Meeting
  - D. General Fund Accounts Payable in the amount of \$ 1,847,146.97 4
  - E. Energy Bond Accounts Payable in the amount of \$ 2,695.00 5
- VII. Information and Discussion Items
  - A. Board Report ~ Diane Salter
  - B. Finance Report ~ Janice Meek 6
  - C. Education Report ~ Carly Stone
- VIII. Action Items
  - A. Approval of Premier Contract
  - B. Approval of Brandon Education Association (BEA) Stop-Gap Agreement 9
  - C. Approval of Brandon Education Support Personnel Association (BESPA) Stop-Gap Agreement 10
  - D. Approval of Brandon Administrators Association (BAA) Stop-Gap Agreement 11
  - E. Approval of Superintendent Search Firm Consultant
  - F. Approval of Second Reading Title IX Policy 12
  - G. Approval of Extended COVID-19 Continuity of Learning Plan 29
  - H. Approval of RFP for Preschool Playground Equipment

- IX. Citizens' Input
- X. Closed Session ~ Negotiations
- XI. Adjournment

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Brandon 2025 Targets

- 1) By 2025, the Brandon School District will perform in the top 25% in the State in all tested areas.
- 2) Through participation in Brandon’s many learning opportunities beyond the traditional school day, Brandon students will develop as well-rounded human beings:
  - By the year 2025, all Brandon graduates will participate in at least one learning opportunity beyond the traditional school day each year. These opportunities may include: interscholastic athletics, performing arts, service organizations, school clubs, continuing education programs, enrichment activities, involvement in community-based athletics, job related training or other organized learning opportunities beyond the traditional school day.
- 3) The Brandon School District will effectively prepare all students for success at the next level:
  - By 2025, 85% of Brandon graduates will gain acceptance to 4 year universities, community college, certification-based trade school programs, career-technical internship programs or enlist in the armed forces.
  - Within 6 years of graduation, 60% of Brandon graduates will have successfully completed a university degree, earned an associate’s degree, a trade certification, completed a career-technical internship program or remain a member of the armed forces.

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Public Participation at Board Meetings

We recognize the value of public comments and the importance of expressing yourselves to us on district matters.

Here are the guidelines for public comments:

- You must virtually “raise your hand”.-- Click raise hand in the Zoom webinar control box
- Please recognize yourself by stating your name, address and group affiliation if any
- Each statement shall be limited to THREE (3) minutes
- The statements shall be directed at the board only
- Generally the board will not respond to public comments during the meeting
- To ensure due process and respect of individual rights, the district maintains a formal process for handling complaints against individuals. A problem involving an individual or specific incident is best handled through administrative channels. Such matter should be reduced to writing and sent to Dr. Heidrich or the board president.
- Speakers are asked to express themselves in a civil manner, with due respect for the dignity and privacy of others who may be affected by your comments.
- While it is not our intent to stifle public comment, speakers should be aware that if your statements violate the rights of others under the law of defamation or invasion of privacy, you may be held legally responsible. If you are unsure of the legal ramifications of what you are about to say, we urge you to consult first with your legal advisor.

The board wants to hear what people want to say. We expect each speaker will model for our students and others in the audience on how one can respectfully disagree with others’ views or voice an opinion or ask questions.



**BRANDON SCHOOL DISTRICT  
ALL FUNDS  
COVER SHEET**

**NOVEMBER  
2020**

All Funds Check Register	\$ 366,477.87
BMO Harris Bank Purchase Card Register	\$ 13,040.17
Pre-pays	\$ -
Employee Reimbursements (11.10.2020)	\$ 398.48
Employee Reimbursements (11.25.2020)	\$ 880.10
MESSA Insurance	\$ 189,551.05
Set Seg Insurance	\$ -
EDUSTAFF	\$ 124,344.58
Payroll Runs - net of reimbursements shown above	
Payroll Run 11.10.2020 (Run 606)	\$ 577,164.04
Payroll Run 11.25.2020 (Run 608)	\$ 575,290.68

**Total for Approval: \$ 1,847,146.97**

Please contact Janice Meek at 248-627-1810 or by email at [jmeek@brandon.k12.mi.us](mailto:jmeek@brandon.k12.mi.us) prior to the meeting if you have questions.

BRANDON SCHOOL DISTRICT  
ENERGY BOND  
COVER SHEET  
NOVEMBER  
2020

Energy Bond Check Register

\$	2,695.50
\$	-

Bond Pre-Pays

Total for Approval:

\$	2,695.50
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Please contact Janice Meek at 248-627-1810 or by email at [jmeek@brandon.k12.mi.us](mailto:jmeek@brandon.k12.mi.us) prior to the meeting if you have questions.

**Brandon School District**  
**Budget to Actual w MTD Actual by St. Fund-Type-St.RevX00-St.FuncX00**  
**As of 11/30/2020**

Code	Description	WB Budget	MTD Actual	Actual	Encumbrance	Balance	% of Utilization
<b>St. Fund: 11</b>							
<b>Type: 4 Revenue</b>							
111	Property Tax Levy	2,743,139.00	5,110.55	1,273,496.36	0.00	1,469,642.64	46.42%
119	Penalties on Delinquent Taxes	0.00	0.00	0.00	0.00	0.00	0.00%
141	Transportation Fees	0.00	0.00	0.00	0.00	0.00	0.00%
151	Earnings on Investment/Deposit	30,000.00	66.56	798.50	0.00	29,201.50	2.66%
171	Admissions	5,000.00	526.00	526.00	0.00	4,474.00	10.52%
173	Dues and Fees	47,000.00	2,445.00	35,470.00	0.00	11,530.00	75.46%
181	Rev from Comm Serv Activities	97,000.00	154.50	5,265.00	0.00	91,735.00	5.42%
193	Gain/Loss Sale of Fixed Assets	6,053.00	0.00	6,052.50	0.00	0.50	99.99%
199	Misc Local Revenues	24,000.00	652.07	1,084.60	0.00	22,915.40	4.51%
	<b>St. Revenue X00: 100 Revenue from Local Sources Total:</b>	<b>2,952,192.00</b>	<b>8,954.68</b>	<b>1,322,692.96</b>	<b>0.00</b>	<b>1,629,499.04</b>	<b>44.80%</b>
311	Unrestricted from Grants	15,431,660.00	1,413,346.18	2,845,694.82	0.00	12,585,965.18	18.44%
312	Restricted from Grants	3,649,803.00	497,084.96	737,412.21	0.00	2,912,390.79	20.20%
317	Restricted from Public School	602,629.00	40,065.00	150,090.54	0.00	452,538.46	24.90%
	<b>St. Revenue X00: 300 Rev from State Sources Total:</b>	<b>19,684,092.00</b>	<b>1,950,496.14</b>	<b>3,733,197.57</b>	<b>0.00</b>	<b>15,950,894.43</b>	<b>18.96%</b>
414	Restricted from State	1,339,309.00	0.00	840,876.82	0.00	498,432.18	62.78%
417	Restricted from Public School	614,597.00	0.00	0.00	0.00	614,597.00	0.00%
418	Unrestrict from Public School	8,055.00	0.00	0.00	0.00	8,055.00	0.00%
	<b>St. Revenue X00: 400 Rev from Federal Sources Total:</b>	<b>1,961,961.00</b>	<b>0.00</b>	<b>840,876.82</b>	<b>0.00</b>	<b>1,121,084.18</b>	<b>42.85%</b>
513	ISD Collected Millage Tax	1,296,482.00	0.00	293,177.00	0.00	1,003,305.00	22.61%
519	Other Distribution frm oth PS	311,289.00	0.00	0.00	0.00	311,289.00	0.00%
552	Adj to Prior Period Exp	0.00	0.00	0.00	0.00	0.00	0.00%
594	Capital Lease Transactions	0.00	0.00	0.00	0.00	0.00	0.00%
	<b>St. Revenue X00: 500 Incoming Transfer/Oth Transact Total:</b>	<b>1,607,771.00</b>	<b>0.00</b>	<b>293,177.00</b>	<b>0.00</b>	<b>1,314,594.00</b>	<b>18.23%</b>
625	School Lunch Fund Modification	80,000.00	0.00	0.00	0.00	80,000.00	0.00%
	<b>St. Revenue X00: 600 Fund Modifications Total:</b>	<b>80,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>80,000.00</b>	<b>0.00%</b>
	<b>Type: 4 Revenue Total:</b>	<b>26,286,016.00</b>	<b>1,959,450.82</b>	<b>6,189,944.35</b>	<b>0.00</b>	<b>20,096,071.65</b>	<b>23.54%</b>
<b>Type: 5 Expense</b>							
111	Elementary	4,775,978.00	490,247.14	1,307,897.12	15,672.21	3,452,408.67	27.71%
112	Middle/JR High School	2,387,698.00	228,195.42	612,517.80	1,686.00	1,773,494.20	25.72%
113	High School	3,940,169.00	447,637.95	1,052,955.48	530.31	2,886,683.21	26.73%

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Vers. 1

**Brandon School District**  
**Budget to Actual w MTD Actual by St. Fund-Type-St.RevX00-St.FuncX00**  
**As of 11/30/2020**

Code	Description	WB Budget	MTD Actual	Actual	Encumbrance	Balance	% of Utilization	
118	Pre-School	394,652.00	26,032.23	76,496.18	1,096.89	317,058.93	19.66%	
119	Summer School	80,418.00	0.00	16,536.15	0.00	63,881.85	20.56%	
122	Special Education	2,011,721.00	189,319.91	511,952.95	2,100.78	1,497,667.27	25.55%	
125	Compensatory Education	391,744.00	21,536.54	60,556.07	2,403.00	328,784.93	16.07%	
127	Career & Technical	21,688.00	71.99	5,237.86	0.00	16,450.14	24.15%	
<b>St. Function X00: 100 Instruction</b>		<b>Total:</b>	<b>14,004,068.00</b>	<b>1,403,041.18</b>	<b>3,644,149.61</b>	<b>23,489.19</b>	<b>10,336,429.20</b>	<b>26.18%</b>
212	Guidance Services	349,547.00	40,888.87	111,748.77	0.00	237,798.23	31.96%	
213	Health Services	104,100.00	9,602.26	25,696.46	27,732.54	50,671.00	51.32%	
214	Psychological Services	166,083.00	17,199.38	47,165.75	0.00	118,917.25	28.39%	
215	Speech Path & Audiology	269,716.00	25,526.06	63,134.87	0.00	206,581.13	23.40%	
216	Social Work Services	277,976.00	28,801.32	77,820.57	0.00	200,155.43	27.99%	
217	Visual Aid Services	0.00	0.00	0.00	0.00	0.00	0.00%	
218	Teacher Consultant	1,000.00	656.66	2,811.63	0.00	-1,811.63	281.16%	
219	Othr Pupil Support Svc	33,889.00	1,911.13	4,558.22	0.00	29,330.78	13.45%	
221	Improve of Instruction	594,712.00	38,620.68	209,801.12	243.86	384,667.02	35.31%	
222	Ed Media Services	110,072.00	9,817.06	36,674.57	230.16	73,167.27	33.52%	
225	Technology Assist Instructn	4,104.00	1,914.42	4,165.88	0.00	-61.88	101.50%	
226	Supv/Dir Instr Staff	255,360.00	22,090.63	90,490.47	0.00	164,869.53	35.43%	
227	Academic Student Assessment	22,701.00	0.00	21,401.50	0.00	1,299.50	94.27%	
229	Other Instructional Staff Svc	3,000.00	0.00	0.00	0.00	3,000.00	0.00%	
231	Board of Education	88,450.00	2,791.52	46,989.92	0.00	41,460.08	53.12%	
232	Exec Administration	333,709.00	24,260.14	164,075.92	22.98	169,610.10	49.17%	
241	Principal Office	1,317,440.00	116,477.90	351,228.83	1,112.69	965,098.48	26.74%	
249	Other School Administration	17,000.00	0.00	627.72	0.00	16,372.28	3.69%	
252	Fiscal Services	474,198.00	38,625.07	176,314.56	75.43	297,808.01	37.19%	
257	Internal Services	11,500.00	269.25	5,023.26	0.00	6,476.74	43.68%	
259	Oth Business Svcs	67,000.00	956.41	5,128.30	0.00	61,871.70	7.65%	
261	Oper Bldg Svcs	3,298,846.00	83,503.35	1,142,265.59	127,511.80	2,029,068.61	38.49%	
266	Security Services	197,885.00	32,039.34	35,120.90	0.00	162,764.10	17.74%	
271	Pupil Transportation Svc	1,860,468.00	156,184.79	283,224.35	0.00	1,577,243.65	15.22%	
282	Communication Services	81,000.00	5,133.83	16,361.13	4,007.30	60,631.57	25.14%	
283	Staff/Personnel Svcs	125,708.00	8,294.97	51,606.71	0.00	74,101.29	41.05%	
284	Support Svcs Tech	417,608.00	39,852.39	163,575.13	46,452.39	207,580.48	50.29%	
285	Pupil Accounting	132,242.00	11,215.90	51,231.41	54.72	80,955.87	38.78%	
291	Pupil Activities	85,956.00	1,051.84	1,051.84	0.00	84,904.16	1.22%	

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Vers. 1

**Brandon School District**  
**Budget to Actual w MTD Actual by St. Fund-Type-St.RevX00-St.FuncX00**  
As of 11/30/2020

Code	Description		WB Budget	MTD Actual	Actual	Encumbrance	Balance	% of Utilization	
293	Athletic Activities		620,690.00	134,620.35	205,295.14	31,753.09	383,641.77	38.19%	
	<b>St. Function X00: 200</b>	<b>Supporting Services</b>	<b>Total:</b>	<b>11,321,960.00</b>	<b>852,305.52</b>	<b>3,394,590.52</b>	<b>239,196.96</b>	<b>7,688,172.52</b>	<b>32.09%</b>
311	Community Services Direction		85,281.00	3,563.98	20,631.55	0.00	64,649.45	24.19%	
321	Community Recreation		9,921.00	68.11	201.21	0.00	9,719.79	2.02%	
331	Community Activities		0.00	0.00	0.00	0.00	0.00	0.00%	
	<b>St. Function X00: 300</b>	<b>Community Services</b>	<b>Total:</b>	<b>95,202.00</b>	<b>3,632.09</b>	<b>20,832.76</b>	<b>0.00</b>	<b>74,369.24</b>	<b>21.88%</b>
411	Pymt to K12 Public W/In St		332,553.00	3,300.00	64,361.00	0.00	268,192.00	19.35%	
452	Site Improvement Services		67,000.00	0.00	0.00	0.00	67,000.00	0.00%	
491	Prior Period Adj Material		0.00	0.00	0.00	0.00	0.00	0.00%	
492	Prior Period Adj Non Matrl		0.00	0.00	83.01	0.00	-83.01	0.00%	
	<b>St. Function X00: 400</b>	<b>Payments to Oth Gvnt Agencies</b>	<b>Total:</b>	<b>399,553.00</b>	<b>3,300.00</b>	<b>64,444.01</b>	<b>0.00</b>	<b>335,108.99</b>	<b>16.12%</b>
511	Debt Svc LT-Principal		275,935.00	0.00	274,405.98	0.00	1,529.02	99.44%	
	<b>St. Function X00: 500</b>	<b>Other Financing Uses</b>	<b>Total:</b>	<b>275,935.00</b>	<b>0.00</b>	<b>274,405.98</b>	<b>0.00</b>	<b>1,529.02</b>	<b>99.44%</b>
611	Fund Mod-General Fund		0.00	0.00	0.00	0.00	0.00	0.00%	
623	Fund Mod-Child Care Fund		13,704.00	0.00	0.00	0.00	13,704.00	0.00%	
639	Fund Mod-LT Debt Fund		410,451.00	0.00	0.00	0.00	410,451.00	0.00%	
	<b>St. Function X00: 600</b>	<b>Transfers Out</b>	<b>Total:</b>	<b>424,155.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>424,155.00</b>	<b>0.00%</b>
	<b>Type: 5</b>	<b>Expense</b>	<b>Total:</b>	<b>26,520,873.00</b>	<b>2,262,278.79</b>	<b>7,398,422.88</b>	<b>262,686.15</b>	<b>18,859,763.97</b>	<b>28.88%</b>
	<b>St. Fund: 11</b>		<b>Total:</b>	<b>-234,857.00</b>	<b>-302,827.97</b>	<b>-1,208,478.53</b>	<b>-262,686.15</b>	<b>1,236,307.68</b>	<b>626.40%</b>
	End of Report	<b>Grand Total:</b>	<b>-234,857.00</b>	<b>0.00</b>	<b>-1,208,478.53</b>				

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Vers. 1

**BRANDON SCHOOL DISTRICT**  
**MASTER AGREEMENT**

WHEREAS, the Brandon Board of Education has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, to bargain with the Brandon Education Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment;

WHEREAS, the Brandon Education Association has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Acts of 1965, as the representative of its membership to comply with the Laws of the State of Michigan; and

WHEREAS, the parties had reached certain understandings which they desire to confirm in this Agreement.

THEREFORE, this Agreement has been entered into, by and between the Brandon School District in the Counties of Oakland and Lapeer, Michigan, hereinafter called the "Board", and the Brandon Education Association, hereinafter called the "Association". This Agreement shall be in effect from October 31, 2019 ~~20~~ through ~~October~~ **January 31, 2021** ~~2021~~ **January 31, 2021 through March 31, 2021.**

IN WITNESS WHEREOF, the parties have, by their duly authorized officers, executed this Agreement on October 21, 2019 ~~19, 2020~~. December 21, 2020.

BRANDON BOARD OF EDUCATION  
OF THE BRANDON SCHOOL  
DISTRICT IN THE COUNTIES OF  
OAKLAND AND LAPEER,  
ORTONVILLE, MICHIGAN

BRANDON EDUCATION ASSOCIATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of ratification by the parties and shall continue in full force and effect from ~~December 1, 2019 through November 30, 2020~~ ~~October 19, 2020 through January 31, 2020~~ **January 31, 2021 through March 31, 2021.**

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

BRANDON EDUCATION SUPPORT  
PERSONNEL ASSOCIATION

BRANDON BOARD OF EDUCATION

\_\_\_\_\_  
BESPA President

\_\_\_\_\_  
BOE President

\_\_\_\_\_  
BESPA Vice-President

\_\_\_\_\_  
BOE Secretary

\_\_\_\_\_  
Superintendent

ARTICLE XXI

EMERGENCY FINANCIAL MANAGER

An Emergency Financial Manager appointed under the local government and school district fiscal accountability act may reject, modify or terminate the collective bargaining agreement as provided in the local government and school district fiscal accountability act.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement and each of its provisions shall be effective as of ratification and shall continue in full force and effect through ~~November 31, 2020~~ **January 31, 2021** ~~January 31, 2021~~ **through March 31, 2021.**

**BRANDON BOARD OF EDUCATION  
OF THE BRANDON SCHOOL  
DISTRICT IN THE COUNTIES OF  
OAKLAND AND LAPEER,  
ORTONVILLE, MICHIGAN**

**BRANDON ADMINISTRATOR  
ASSOCIATION**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**President**

\_\_\_\_\_  
**Secretary**

## Brandon School District

### ***Title IX Sexual Harassment Policy***

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

This Policy addresses only allegations of sexual harassment under Title IX. Allegations of all other forms of sex discrimination should be addressed under the District's applicable non-discrimination or anti-harassment policies. Allegations alleging both Title IX sexual harassment and other forms of unlawful discrimination and harassment (e.g., race, age, disability) that cannot be reasonably separated into two distinct complaints should be investigated under this Policy, and the Grievance Process described in this Policy will satisfy any investigation requirements in other anti-harassment or non-discrimination policies. Nothing in this paragraph limits the District's right to determine at any time during the Grievance Process that an allegation not involving Title IX sexual harassment should be addressed under other District Policies.

The Board directs the Superintendent or designee to designate persons to serve as Title IX Coordinator, Investigator, Decision-Maker, and Appeals Officer. If a Formal Complaint is made under this Policy against the Superintendent, the Board President will designate the persons who will serve as the Investigator, Decision-Maker, and Appeals Officer and will work with the Title IX Coordinator to ensure that all other requirements of this Policy are met. If a Formal Complaint is made against the Board President, the Board Vice President will designate who will serve as the Investigator, Decision-Maker, and Appeals Officer.

The Investigator, Decision-Maker, and Appeals Officer cannot be the same person on a specific matter, and the persons designated to serve in those roles may or may not be District employees.

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

#### A. Definitions

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

1. "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:
  - a. A District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;
  - b. Unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

- c. Sexual assault, dating violence, domestic violence, or stalking, as defined by the Violence Against Women Act, 34 USC § 12291 et. seq., and the uniform crime reporting system of the Federal Bureau of Investigation, 20 USC 1092(f)(6)(A)(v).
  - i. “Sexual assault” means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
  - ii. “Dating violence” means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
  - iii. “Domestic violence” means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person’s acts under the domestic or family violence laws of Michigan.
  - iv. “Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person’s safety or the safety of others; or (2) suffer substantial emotional distress.
- 2. “Actual Knowledge” means notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.
- 3. “Appeals Officer” is the person designated by the District to handle appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, or Decision-Maker on a specific matter.
- 4. “Complainant” is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.
- 5. “Consent” means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either

invalidates consent. Sexual conduct or relationships between District employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

6. "Day," unless otherwise indicated, means a day that the District's central office is open for business.
7. "Decision-Maker" is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker's conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, or Appeals Officer on a specific matter.
8. "Education Program or Activity" means any location, event, or circumstance over which the District exhibits substantial control over both the Respondent and the context in which the harassment occurred.
9. "Formal Complaint" means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.
10. "Grievance Process" is the process by which the District handles Formal Complaints.
11. "Investigator" is the person designated by the District to investigate a Title IX Formal Complaint or report. The Investigator cannot be the same person as the Decision-Maker or Appeals Officer on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.
12. "Report" means an account of Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
13. "Respondent" is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.
14. "Supportive Measures" are non-disciplinary, non-punitive, individualized services offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.
15. "Title IX Coordinator" is the person(s) designated by the District to coordinate the District's Title IX compliance. The Title IX Coordinator may not be the same

person as the Appeals Officer or Decision-Maker on a specific matter. A person not serving as a Title IX Coordinator in a particular investigation is not disqualified from serving in another role in that investigation. The Title IX Coordinator may also serve as the Investigator on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

#### B. Posting Requirement

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

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

#### C. Designation of Title IX Coordinator

The District designates the following person(s) as the Title IX Coordinator(s):

**TITLE IX COORDINATOR NAME OR POSITION/TITLE**  
**TITLE IX COORDINATOR OFFICE ADDRESS**  
**TITLE IX COORDINATOR PHONE NUMBER**  
**TITLE IX COORDINATOR EMAIL**

#### D. Reporting Title IX Sexual Harassment:

Any person who witnesses an act of sexual harassment is encouraged to report it to a District employee. No person will be retaliated against based on any report of suspected sexual harassment or retaliation.

A person may also anonymously report an incident of sexual harassment or retaliation. The District will investigate anonymous reports pursuant to its investigation procedures described below.

A person who has been the subject of sexual harassment or retaliation may report that behavior to the Title IX Coordinator or any District employee. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

A person may make a report at any time, including non-business hours. Reports may be filed in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

## E. General Response to Sexual Harassment

### 1. Actual Knowledge without Formal Complaint Being Filed

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

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

If the Complainant does not file a Formal Complaint or if another person informs the Title IX Coordinator of an allegation of sexual harassment, the Title IX Coordinator must evaluate the information and determine whether to sign and submit a Formal Complaint. If the Title IX Coordinator determines not to sign and submit a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent.

### 2. Formal Complaint Filed

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

### 3. Equitable Treatment

The District will treat the Complainant and Respondent equitably throughout the Grievance Process. This may include offering supportive measures as described in Subsection E(5) of this Policy.

### 4. Documentation and Recordkeeping

The Title IX Coordinator will document all sexual harassment reports, as well as any incidents of sexual harassment that the Title IX Coordinator personally observes.

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

## 5. Supportive Measures

The Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or taking or describing additional supportive measures.

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

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

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

Supportive measures may include, but are not limited to:

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

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

## 6. Respondent Removal

### a. Emergency Removal (Student)

The District may only remove a student Respondent from a District program or activity if, following an individualized safety and risk analysis, the District determines that there is an immediate threat to the physical health or safety of any student or other person arising from the sexual harassment allegations. The District must provide the Respondent with notice and an opportunity to immediately challenge the removal decision. This provision

may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

b. Administrative Leave (Employee)

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

7. Law Enforcement

In appropriate circumstances, the Title IX Coordinator will notify law enforcement or Child Protective Services.

The District will attempt to comply with all law enforcement requests for cooperation with related law enforcement activity. In some circumstances, compliance with law enforcement requests may require the District to briefly suspend or delay its investigation. If an investigation is delayed, the District will follow the procedures described in Subsection F(1) of this Policy to notify the parties, in writing, of the delay.

The District will promptly resume its investigation as soon as it is notified by the law enforcement agency that the law enforcement agency has completed its evidence gathering process. This delay should not exceed 10 days.

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

F. Grievance Process

1. Generally

The Grievance Process begins when a Formal Complaint is filed or when the Title IX Coordinator signs a Formal Complaint. The District will endeavor to complete the Grievance Process within 45-60 days, absent extenuating circumstances or delays as described below. The District will treat both the Complainant and the Respondent equitably throughout the Grievance Process.

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

The Grievance Process requires an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. Credibility

determinations may not be based on a person's status as a Complainant, Respondent, or witness.

Throughout the Grievance Process, there is a presumption that the Respondent is not responsible for the alleged conduct unless, in the determination of responsibility at the conclusion of the Grievance Process, the Decision-Maker finds the Respondent responsible for the alleged conduct.

At any point during the process, the Title IX Coordinator, Investigator, or Decision-Maker may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include absence of a party, party's advisor, or witness; concurrent law enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

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

After the investigation portion of the Grievance Process has concluded, the Decision-Maker will endeavor to issue determinations of responsibility within 10 days, absent extenuating circumstances.

## 2. Notice of Allegations

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

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

- g. If the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during the disciplinary process, a citation to that portion of the Code of Conduct. If the Code of Conduct does not address false statements by students, the notice is not required to include any reference.

If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in this notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

### 3. Investigation

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

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

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

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

Parties may be accompanied by an advisor of their choice, including an attorney, in any meeting or Grievance Process proceeding. If a party chooses an advisor who is not a District employee, it will be at that party's own cost. The Superintendent or designee may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties (e.g., abusive, disruptive behavior or language will not be tolerated; advisor will not interrupt the investigator to ask questions of witnesses).

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

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

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

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

#### 4. Investigation Report

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

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

#### 5. Determination of Responsibility

The Decision-Maker cannot be the same person as the Title IX Coordinator, Investigator, or Appeals Officer.

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

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

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

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

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

- c. Identification of the sexual harassment allegations;
- d. Description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
  - i. Notification to the parties;
  - ii. Party and witness interviews;
  - iii. Site visits;
  - iv. Methods used to collect evidence; and
  - v. Hearings held.
- e. Factual findings that support the determination;
- f. Conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
- g. A statement of, and rationale for, the result as to each allegation, including:
  - i. A determination of responsibility;
  - ii. Any disciplinary action taken against the Respondent (consistent with applicable policies, codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
  - iii. Whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
- h. Appeal rights

See Section G of this Policy for appeal rights and procedures.

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

## G. Appeals

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

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

1. A procedural irregularity that affected the outcome.
2. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.
3. The Title IX coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.
4. [DISTRICT MAY CHOOSE TO ADD ADDITIONAL APPEAL GROUNDS]

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

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

The Appeals Officer must provide a written decision describing the result of the appeal and the rationale for the result to both parties simultaneously. Appeals based on procedural irregularity, conflict of interest, or bias must be decided within 10 days. Appeals based on new evidence must be decided within 30 days.

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

#### H. Informal Resolution

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

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

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

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

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

1. Allegations;

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

#### I. Dismissal

##### 1. Mandatory Dismissals

The Title IX Coordinator *must* dismiss a Formal Complaint if:

- a. The Formal Complaint's allegations, even if proven, would not constitute sexual harassment as defined in this Policy;
- b. The Formal Complaint's allegations did not occur in the District's programs or activities; or
- c. The Formal Complaint's allegations did not occur in the United States.

##### 2. Discretionary Dismissals

The Title IX Coordinator or Investigator *may* dismiss a Formal Complaint if:

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

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

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

#### J. Consolidation of Complaints

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance

Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular “party,” “Complainant,” or “Respondent” include the plural, as applicable.

#### K. Remedies

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

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

1. Providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. Offering the parties school-based counseling services, as necessary;
3. Providing the parties with academic support services, such as tutoring, as necessary;
4. Rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. Moving the Complainant’s or the Respondent’s locker or work space;
6. Issuing a “no contact” directive between the Complainant and Respondent;
7. Providing counseling memoranda with directives or recommendations;
8. Imposing discipline consistent with applicable policies, codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts.

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

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

9. Assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
10. Additional staff training;
11. A climate survey; or
12. Letters to students, staff, and parents/guardians reminding them of their obligations under this Policy and applicable handbooks.

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

#### L. False Statements

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

#### M. Confidentiality

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

#### N. Retaliation

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

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

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

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

#### O. Training

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

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

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

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

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

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

#### P. Record Keeping

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

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

#### Q. Office for Civil Rights

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

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

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

Legal authority: Education Amendments Act of 1972, 20 USC §§1681 - 1688; 34 CFR Part 106

Date adopted:

Date revised:

**District/PSA Template for the  
Extended COVID-19 Learning Plan  
as Described in [Public Act 149](#), Section 98a**

**August 27, 2020**

**[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 state superintendent of public instruction and the state treasurer.

This is a Review Only document. Please download it as a Microsoft Word document to add your own District/PSA logo and Extended Covid-19 Learning Plan.

District/PSA Extended COVID-19 Learning Plans should be submitted to the ISD or Authorizing Body as a PDF file.



## **Brandon School District Extended COVID-19 Learning Plan**

Address of School District/PSA: Brandon School District

District/PSA Code Number: 63180

District/PSA Website Address: [Brandonschooldistrict.org](http://Brandonschooldistrict.org)

District/PSA Contact and Title: Karl Heidrich, Superintendent

District/PSA Contact Email Address: [kheidrich@brandon.12.mi.us](mailto:kheidrich@brandon.12.mi.us)

Name of Intermediate School District/PSA: Oakland Schools

Name of PSA Authorizing Body (if applicable):

Date of Approval by ISD/Authorizing Body:

## Assurances

1. The District/PSA will make 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. The District/PSA will create and make available on its transparency reporting link located on the District/PSA's website, a report concerning the progress made in meeting the educational goals contained in its Extended COVID-19 Learning Plan not 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 the District/PSA expected would be achieved by the end of the school year.
3. Benchmark Assessments: The District/PSA 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 of the 2020-2021 school year.
4. If delivering pupil instruction virtually, the District/PSA 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 the District/PSA had planned for that exposure to occur for in-person instruction.
5. The District/PSA, in consultation with a local health department will develop guidelines concerning appropriate methods for delivering pupil instruction for the 2020-2021 school year that are based on local data that are based on key metrics. Note: A determination concerning the method for delivering pupil instruction shall remain at the District/PSA Board's discretion. Key metrics that the District/PSA 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 District/PSA determines that it is safe to provide in-person instruction to pupils, the District/PSA will prioritize providing in-person instruction to pupils in grades K to 5 who are enrolled in the District/PSA.
7. The District/PSA assures that

- instruction will be delivered as described in this plan and re-confirmed by the District/PSA Board,
  - the description of instructional delivery in this plan matches the delivery of instruction to be delivered during the 2020-2021 school year,
  - the District/PSA will re-confirm how instruction will be delivered during the 2020-2021 school year thirty days after ISD 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. 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.
9. The District/PSA 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.

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District Superintendent or President of the Board of Education/Directors

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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.

As the Brandon School District adjusts to the ever-changing landscape of schools during the COVID-19 crisis, continuing to plan and review is imperative for our district. Brandon returned to in-person schooling, with an option of learn from home, for all students, preschool through Adult Transition, on day 1 and will continue to do so as long as it is safe for students and staff. In-person schooling is the most effective for engaging students and supporting student achievement.

## 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 it administered to pupils in previous years.

### Educational Goals:

- 1) All students (K-8) will improve performance in reading/ELA from Fall to Spring as measured by NWEA.
- 2) All students (K-8) will improve performance in Mathematics from Fall to Spring as measured by the NWEA.

## 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).

### Mode of Instruction

The Brandon School District provided both an in-person option and a learn from home option for families. Parents chose based on their personal preference in August.

- **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.

Both Brandon in-person and learn from home programs will be following the traditional scope and sequence that Brandon students experience in a normal year. The following are focus areas:

### **Pathway to Success #1: Curriculum, Instruction and Assessment**

1. **Goal #1 (Core Curriculum):** The Brandon School District will maintain a K-12 curriculum that is rigorous, relevant and aligned with State expectations.
  - a. **Strategy #1:** Develop a district curriculum council that will review, direct and plan for the maintenance of the district's K-12 curriculum in collaboration with district leadership.
    - i. Development of procedure and process manual for this committee
    - ii. Development of a subject-by-subject calendar for reviewing the district's curriculum by year.
  - b. **Strategy #2:** The Brandon School District will review its curriculum warehouse (Atlas) and determine what changes may be needed for increased accessibility and usability for staff.
2. **Goal #2 (Exploring Passion Areas):** The Brandon School District will ensure that all students will have the opportunity to explore their passion as part of the district's K-12 curriculum.
  - a. **Strategy #1:** The Brandon School District will develop processes and procedures for conducting an annual needs assessment as it relates to core and elective offerings.
  - b. **Strategy #2:** The Brandon School District will continue to seek opportunities to infuse career awareness and career preparation within its K-12 curriculum.
3. **Goal #3 (High Quality Instruction):** Brandon students will be challenged to do their best each day through engaging and relevant learning opportunities.
  - a. **Strategy #1 (Rigor):** Daily lessons will be filled with opportunities for productive struggle. Discussion and professional learning will be needed to best plan and measure the appropriate level of rigor for each student.
  - b. **Strategy #2 (Relevant):** Daily lessons will be presented in ways that connect to student interests and areas of passion.
    - i. Students will set instructional goals each year connecting learning with their future pathway. Students will also reflect on their goals throughout the year.
    - ii. When possible, learning targets will connect with career pathways.
  - c. **Strategy #3 (Individualized):** The Brandon School District will ensure that professional learning is relevant, meaningful for all staff and connected to district goals.
    - i. District staff will continue to expand the use of student data to tailor instruction to the individual needs of each student.
    - ii. On-going professional learning will be offered to staff in the area of differentiated instruction.

4. **Goal #4 (High Quality Professional Learning):** The Brandon School District will develop a process for annually reviewing professional learning, assessing the needs of staff and using this information to plan for future professional learning.
5. **Goal #5 (Effective Assessment System):** The Brandon School District will develop and maintain an assessment system that accurately reflects student learning.
  - a. Strategy #1: A K-12 system will be developed including which assessments will be administered, the goal and timing of the assessment, and what the district will do with the results. This should include an annual review for future planning.
  - b. Strategy #2: On-going professional learning will be offered connected to effective formative assessment, its purpose and how to connect the results with daily lesson planning.

- **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.

Brandon's grading system remains unchanged from a traditional year. Students in grades 4-12 will use a letter grading system with the high school GPA being on a 4.0 scale. Preschool through 3rd grade receive standards-based and curriculum-based assessment.

## 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.

Brandon has provided one device for each student in the district and hot spots for learn from home families with connectivity issues.

- **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.

For in-person students, it will be the same as every year. For learn from home students, they remain on their special education teacher caseloads and will be meeting with staff for support regularly based on the IEP for students. Some learn from home students will be coming in-person to receive additional support.

- **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.

Brandon is providing traditional supports for in-person students in preschool through adult transition. We continue to support learn from home students as well. Mental health checks will also be in place for all students.