

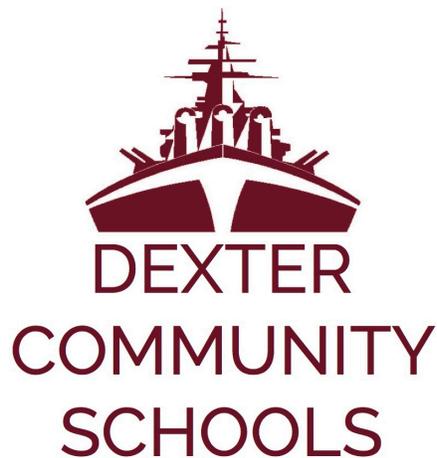
# **BOARD MEETING**

# **PACKET**

# **DECEMBER 7, 2020**

**Virtual Meeting – 7:00pm**

WEBINAR ID 850 9527 4885\*



*Our Vision:*  
*Champion Learning –*  
*Develop, Educate, and Inspire!*

\*Link to join will be posted at [dexterschools.org/district/calendar](https://dexterschools.org/district/calendar) by 3pm on day of meeting.

*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 time for public participation during the meeting as indicated in the agenda below. Upon request to the Superintendent the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.*

## BOARD MEETING AGENDA

- A. **CALL TO ORDER**
  - 1. Roll Call
- B. **MINUTES (11/30/2020)**
- C. **APPROVAL OF AGENDA**
- D. **SCHOOL PRESENTATIONS - none planned**
- E. **ADMINISTRATIVE & BOARD UPDATES**
  - 1. Superintendent Update
    - a. Thank you to Trustee Read and Trustee Gold for service to DCS
    - b. Dashboard and Data Review
    - c. [Reconfirmation of Instruction Delivery Model Data](#)
  - 2. Board President Update
  - 3. Student Representative
- F. **PUBLIC PARTICIPATION** (see below)  
(up to ~30 minutes/max 5 per person)
- G. **CONSENT ITEMS**
  - 1. Personnel - New Hire
- H. **ACTION ITEMS**
  - 1. 2020-2021 November Budget Amendment
  - 2. Wetland Easement
  - 3. Bus Purchase
  - 4. Schools Of Choice Second Semester
  - 5. Reconfirmation of Instructional Delivery Model
  - 6. Policies – Second Reading
  - 7. Policies (Bylaws) – Second Reading
- I. **DISCUSSION ITEMS**
  - 1. MASB Board of Directors Nomination
- J. **PUBLIC PARTICIPATION**  
(up to ~15 minutes/max 3 per person) *See above.*
- K. **COMMITTEE UPDATES**
  - 1. WASB Update
  - 2. Committee Updates (Finance, Policy)
- L. **BOARD COMMENTS**
- M. **INFORMATION ITEMS**
  - 1. Finance Minutes (11/16/2020; 12/2/2020)
- N. **ADJOURNMENT**

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### CALENDAR

\*Monday, January 11 – 7:00pm – Board Meeting – Bates School

\*Monday, January 25 – 6:00pm – Board Workshop – Bates School

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*Public Participation Temporary Policy 0167.3: Those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce his/her name and address and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting.*

**BOARD NOTES**  
**DECEMBER 7, 2020 – VIRTUAL MEETING**

**A. CALL TO ORDER**

1. Roll Call.

This meeting is being conducted virtually due to health department restrictions on in-person gatherings. During the roll call, each board member should indicate the city/township and state where you are physically located during this meeting.

**B. MEETING MINUTES**

- \* An appropriate motion might be, "I, \_\_\_\_\_, move that the Board of Education approve the meeting minutes from 11/30/2020 as presented/amended."

**C. APPROVAL OF AGENDA**

1. Approval of Agenda. Board policy provides that the Superintendent of Schools shall prepare an agenda for all Board meetings as directed by the President of the Board of Education.

- \* An appropriate motion might be, "I, \_\_\_\_\_, move that the Board of Education approve the agenda as presented/amended."

**D. SCHOOL PRESENTATIONS – none planned**

**E. ADMINISTRATION & BOARD UPDATES**

1. Superintendent Update.
2. Board President Update.
3. Student Representatives Update.

**F. PUBLIC PARTICIPATION (up to ~ 30 minutes/max 5 per person)**

Each speaker is allotted a maximum of 5 minutes for a total of approximately 30 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands in the Zoom "Participants" window so the time may be divided equally. Each speaker will be asked to announce his/her name and address and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting.

**G. CONSENT ITEMS**

1. Personnel - New Hire. Your packet includes a resume and letter of recommendation for hire from Mill Creek for the open 1.0 FTE math position.

- \* An appropriate motion might be, "I, \_\_\_\_\_, move that the Board of Education offer a probationary teaching contract for the remainder of the 2020-2021 school year to Kasey Straub."

**H. ACTION ITEMS**

1. 2020-2021 November Budget Amendment. Your packet includes a memorandum and supporting documents regarding the 2020-2021 November Budget Amendment. This information was reviewed and recommended by the finance committee on December 2nd and is presented for action tonight.

**BOARD NOTES**  
**DECEMBER 7, 2020 – VIRTUAL MEETING**

- \* An appropriate motion might be, “I, \_\_\_\_\_,” move that the 2020-2021 Budget Amendment Resolutions for the General Fund, Community Service Fund, Student/School Activity Fund, and the Food Services Fund be adopted.”
  
- 2. Wetlands Easement. As part of the twin turfs construction, DCS mitigated a wetland. At its February 10, 2020 meeting, the Board of Education authorized the Superintendent to sign a conservation easement providing EGLE (formerly MDEQ) with wetland access for inspection. Due to COVID-19 interruptions, execution of that document wasn’t completed and needs to be done now. A copy of the easement is in your packet.
  
- \* An appropriate motion might be, “I, \_\_\_\_\_, move that the Board of Education authorize the Superintendent to sign the attached conservation easement for the Twin Turfs wetland mitigation.”
  
- 3. Bus Purchase. Dexter Community Schools applied for and received a 2020 EGLE Fuel Transformation Program Volkswagen State Mitigation Trust Grant. This grant funds 25% of the cost toward replacing eight pre-identified “dirty diesel” buses. Your packet includes a memorandum and bids to purchase eight buses. Because dealer options are still being worked out, the Transportation department is requesting the Board’s approval to move forward on a “not to exceed” basis.
  
- \* An appropriate motion might be, “I, \_\_\_\_\_,” move that the Board of Education authorize the purchase of seven 77-passenger buses and one 54-passenger special needs bus from Midwest Transit, not to exceed a total purchase cost of \$844,792 with individual costs not to exceed \$106,466 for the 77-passenger bus and \$104,627 for the 54-passenger bus.”
  
- 4. Schools of Choice - Second Semester. Your packet includes an executive summary regarding a proposal to open a window for second semester schools of choice applications.
  
- \* An appropriate motion might be, “I, \_\_\_\_\_, move that the Board of Education offer the following slots schools of choice slots: at least two spots for the IB Programme (one student each from grades 9 and 10) plus a minimum of one student in each grade from Young Five through eighth grade, as well as at least one spot for the Virtual School and at least one spot for the Early Middle College for the second semester of the 2020-2021 school year.”
  
- 5. Reconfirm Instructional Delivery Model. The State Aid Act requires each district to, at least monthly, reconfirm the method of instructional delivery and requires the district to report the student engagement data per month. Your packet includes the third Extended COVID-19 Learning Plan Reconfirmation report for review and action this evening.

**BOARD NOTES**  
**DECEMBER 7, 2020 – VIRTUAL MEETING**

\* An appropriate motion might be, "I, \_\_\_\_\_, move that the Board of Education reconfirm the attached ECOL Instructional Delivery report as presented/amended."

6. Policies - Second Reading. At the November 16th meeting, the Board reviewed and approved for first reading the following policies: 2266 (Title IX sexual harassment), 4362.01 (threatening behavior toward staff members), 5517.02 (sexual violence - RESCIND - replaced by 2266); 5610 (emergency removal, suspension & expulsion), 5611 (due process rights), and 7440 (facility security).

\* An appropriate motion might be, "I, \_\_\_\_\_, move that the Board of Education approve the attached policies 2266, 4362.01, 5517.02, 5610, 5611 and 7440 for second reading and final approval as presented/amended."

7. Bylaws/Policies from June - Second Reading. At its June 29, 2020 meeting, the Board of Education reviewed and approved for first reading revisions to bylaws 0143.1 (public expression of board members), 0144.2 (board member ethics), 0155 (committees), 0161 (parliamentary procedures), 0167.3 (public participation), 0168.1 (open meeting minutes), 0168.3 (committee meetings), and policy 9120 (communications with the general public). At that time, the Board asked for legal review of the bylaws and policies. The attorney's suggested changes to policies 0155, 0167.3, and 0168.3 have been incorporated into the attached versions. They are presented this evening for second reading and final approval tonight.

\* An appropriate motion might be, "I, \_\_\_\_\_, move that the Board of Education approve policies 0143.1, 0144.2, 0155, 0161, 0167.3, 0168.1, 0168.3, and 9120 for second reading and final approval as presented/amended."

**I. DISCUSSION ITEMS**

1. MASB Board of Directors Nomination. This year, eight seats on the MASB Board of Directors are up for election. Candidates must have served as a qualified trustee of an Active or Academy member board of education for at least one year and have completed the Fundamentals of School Board Service course (CBA 101) at the time of nomination. Mara Greatorex has expressed interest in running for the open Region 7 three-year seat. Nominations for the MASB Board of Directors must be forwarded to the MASB Executive Director by Wednesday, Jan. 13, 2021. Nominations may be submitted via meeting minutes or a letter from the nominating Board. Because the next DCS Board of Education meeting is January 11th, if the consensus on this item is to nominate Mara as a candidate, it might be efficacious to take action this evening.

\* An appropriate motion might be, "I, \_\_\_\_\_, move that the Board of Education nominate Mara Greatorex as a candidate for the open Region 7 seat on the MASB Board of Directors."

**BOARD NOTES**  
**DECEMBER 7, 2020 – VIRTUAL MEETING**

**J. PUBLIC PARTICIPATION (up to ~ 15 minutes/max 3 per person)**

Each speaker is allotted a maximum of 3 minutes for a total of approximately 15 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands virtually so the time may be divided equally. Each speaker will be asked to announce his/her name and address and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting.

**K. COMMITTEE UPDATES**

1. WASB
2. Finance/Policy

**L. BOARD COMMENTS**

**M. INFORMATION ITEMS**

1. Finance Minutes (11/16/2020; 12/2/2020)

**N. ADJOURNMENT**

**DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION**  
**WORKSHOP MINUTES – NOVEMBER 20, 2020 6:00pm**  
**via Zoom due to COVID-19, Webinar ID 852 6185 6263**

**A. CALL TO ORDER - 6:03pm**

1. Roll Call

**Members Present:** Elise Bruderly (Dexter), Jason Gold (Dexter), Mara Greatorex (Dexter Township), Daryl Kipke (Dexter Township), Dick Lundy (Lima Township), Barbara Read (via phone, Dexter), Julie Schumaker (Webster Township)

**Members Absent:** none

**Student Representative:** Aidan Naughton (Dexter)

**Administrative & Supervisory Staff:** Barb Santo, Christopher Timmis, Hope Vestergaard

**DEA Representative:** none

**DESPA Representative:** none

**Guests:** Anne Nakon, Trish Macheimer, Jennifer Kangas, Brian Arnold, Laurie Farmer, Deneen Smith

**Press:** none

**B. MEETING MINUTES**

Daryl Kipke made a motion to approve the meeting minutes from 11/16/2020 as presented. Mara Greatorex seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**

**C. APPROVAL OF AGENDA**

Mara Greatorex made a motion to approve the agenda as amended. Elise Bruderly seconded the motion. **Roll Call Vote. Motion Carried (unanimous).**

**D. PUBLIC PARTICIPATION – none**

**E. ACTION ITEMS**

1. Diversity, Equity, and Inclusion Workshop. Dr. Dorinda Carter Andrews facilitated Board discussion of members' vision for Diversity, Equity and Inclusion commitments and goals.

**F. PUBLIC PARTICIPATION – none**

At approximately 8:05pm, President Julie Schumaker adjourned the meeting.

MINUTES/hlv

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Daryl Kipke  
Secretary  
Board of Education



# MILL CREEK MIDDLE SCHOOL

Jami Bronson, Principal ♦ Brett Pedersen, Assistant Principal

7305 Dexter Ann Arbor Road, Dexter, Michigan 48130

(734) 424-4150 fax (734) 424-4159

bronsonj@dexterschools.org ♦ pedersenb@dexterschools.org

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To: Dexter Board of Education  
From: Jami Bronson and Brett Pedersen  
Subject: Mill Creek Teacher Recommendation  
Date: December 1, 2020

As a result of our most recent interview process we would like to recommend Kasey Straub for our Mill Creek math position. Kasey exhibited a team oriented attitude and dedication to supporting students in their learning throughout the interview process. It was evident she enjoys working with kids and has a passion for education.

She has a background that we believe will bring a lot to our students, staff, and community. We are pleased to recommend her for our position.

Interview committee: Natalie Park, Julie Wineman, Lisa Burgess, Melanie Dever, Macy Selecman, Amy Grant, David Sinopoli, Jami Bronson, Brett Pedersen, Chris Timmis.

## CONTACT

✉ redacted

☎ redacted

🏠 redacted

## EDUCATION

### MASTER OF SCIENCE: EDUCATIONAL LEADERSHIP

2017  
Concordia University  
Ann Arbor, MI

### BACHELOR OF SCIENCE: MATHEMATICS SECONDARY EDUCATION

2012  
Eastern Michigan University  
Ypsilanti, MI

## HIGHLIGHTS

- Member of School Improvement Team
- Member of District Improvement Team
- Teacher Leader of County-Wide Initiative: Assessment Literacy
- Member of Scheduling Task Force Committee
- Member of Attendance Task Force
- Member of Fundraising Committee
- Graduated Magna Cum Laude honors
- Athletic Department Liaison
- Planner and Facilitator of 6th grade camp experience
- Participant of Building-Wide Instructional Rounds

## SOCIAL

🐦 @Mrs\_Straub

🌐 <https://www.linkedin.com/in/kasey-straub-804aba40>

# KASEY STRAUB

Teacher ~ Leader ~ Advocate

## PROFESSIONAL OBJECTIVE

To be a strong contributor within our public education system by being a trusted confidant and advocate for students and athletes, and an instructional leader for teachers.

## EXPERIENCE

### MIDDLE SCHOOL MATH TEACHER

Milan Middle School | June 2014 - Present

- Facilitate a collaborative classroom environment in 6th grade, and previously in 8th grade
- Design lesson plans and assessments, and use data to drive instruction.
- Collaborate with teachers and administrators, carry out school-wide initiatives, and lead teacher learning sessions.

### MIDDLE SCHOOL ATHLETIC LIAISON

Milan Area Schools | Oct 2014 - August 2020

- Acted as liaison to the Milan Area Schools Athletic Director by communicating with and assisting student-athletes and coaches at the middle school level, preparing for competitions, sending out communications to middle school families, performing weekly grade checks, and working with students and teachers to ensure academic eligibility.

### HEAD VARSITY VOLLEYBALL COACH

Milan High School | Feb 2017 - Feb 2018

- Hired coaching staff, developed communications for families and students, scheduled skill camps and clinics, created and carried out coaching philosophy, and interacted positively with players to build skills for the game and life.

### PRINCIPAL INTERNSHIP

Milan Middle School | Dec 2016 - June 2017

- Completed various administrative activities that are aligned to Michigan's Standards for the Preparation of School Principals.
- Reviewed and critiqued various school processes, positively handled student discipline, performed teacher observations, developed programs to improve student attendance and culture of school, and participated in development of community partnership.

### HIGH SCHOOL MATH TEACHER

Skyline High School | June 2014 - July 2014

- Created and implemented rigorous math lessons for an Algebra I and Algebra II class during the accelerated summer school program.
- Collaborated with other math teachers in the Ann Arbor summer school program to align daily lessons and assessments.

### HIGH SCHOOL MATH TEACHER

Asher School, Southgate Community Schools - Adult and Community Education | Feb 2013 - June 2014

- Executed math instruction to widely diverse population in Algebra and Geometry classes, and advocated for social capitalism through planning of student-teacher activities and events.

### VOLLEYBALL AND BASKETBALL COACH

Milan Area Schools | Sep 2008 - Feb 2018

- Taught foundations of sportsmanship, determination, and responsibility through coaching boys basketball, and girls volleyball and basketball at all levels.

TO: Board of Education  
FROM: Sharon Raschke, CFO  
DATE: December 7, 2020  
RE: 2020-21 November Budget Amendment

The 2020-21 November budget amendment is being presented. The amendment was reviewed and recommended by the Finance Committee on December 2, 2020.

The key parameters of the revised 2020-21 budget included are:

- Carryover of existing programs
- State Foundation allowance \$8,393, a \$65 increase from 2019-20 (before proration). The \$8,328 foundation is being paid based on a “superblend” that is based on 75% 2019-20 student count and 25% 2020-21 student count. The \$65 is an extra one time categorical payment of \$226,000 that is based on 50% 2019-20 student count and 50% 2020-21 student count.
- Student count 3,388, a decrease of 240 FTE from 2019-20. Because of the “superblend” the decrease in revenue is \$451,000 (54 students).
- State categoricals for MPSERS Cost Offset (147a), MPSERS Normal Offset (147b), MPSERS Stabilization (147c), and MPSERS Reform Payment (147e) total \$4,300,000
- A blended MPSERS Retirement Rate 42.83% was budgeted for all funds. The General Fund budget for retirement is \$9,800,000, or 22% of the General Fund expenses. After offsetting \$4,300,000 from funding categoricals, the net MPSERS retirement cost budget is \$5,500,000, or 12% of the budget. The State categorical funding is not guaranteed. If eliminated, the full retirement cost would be a district obligation.
- Other existing State categoricals include Hold Harmless Guarantee (20f) of \$145,000 (\$40 per student); Data Collection (152a) of \$93,600.
- WISD Act 18 special education reimbursement \$4,514,000 is based on 100% of actual unreimbursed costs of the 2018-19 fiscal year. An additional \$400,000 is included as an expected distribution from WISD for actual costs from previous years. Only 49 of our 83 paraeducator positions are active and/or filled. This will result in special education costs far below the budget and the corresponding revenue will be reduced. A longer term issue will be meeting our maintenance of effort that could result in Federal IDEA funding being withdrawn.
- WISD Medicaid Fee for Service, Administrative Outreach, and Transportation distribution of \$186,000 for covered services 2014-15 thru 2019-20
- Federal funding for IDEA and Title programs are flat
- Teacher FTE 248.5 (down 3.5 FTE from 2019-20)
- Staff steps and levels and education levels per negotiated contracts
- Wage changes per bargaining agreements with all employee groups; DEA was placed on a new negotiated salary schedule; DAA and Individuals 1% on schedule; DESPA 1.1% on schedule; WWBDAMA 1.1-1.25% on schedule
- Health benefits per negotiated contracts with fully insured MESSA and BCBS products. The District contribution increased 3% effective 1/1/2020 and 3% effective 1/1/2021 for medical plans across most employee groups.
- Long range trend reflects \$0 increase foundation from State. Student count recovery of 120 students in 2021-22, then flat.

- Food & Nutrition and Community Education direct and indirect cost recovery of 10%. Due to the pandemic, Community Education will require a subsidy. While we budgeted a subsidy of \$52,764, the continuation of remote school will continue to negatively impact program revenue.
- Athletics subsidy of \$669,016

The budget reflects full staff and full programming. Please be aware that we anticipate a larger than normal positive variance in expenditures. The remote learning and impact on staff due to the pandemic has reduced our rate of expenditure. The major areas that will be favorable to budget will be vacancies due to unpaid leaves of absence, employee turnover, substitute teachers and paraeducators, classroom supplies, custodial consumables and overtime, and bus operating expenses. The major areas that could be unfavorable to budget will be subsidies to Community Education and Athletics programs. The budget narratives will provide more details on the variances as the year progresses.

### **Attachments**

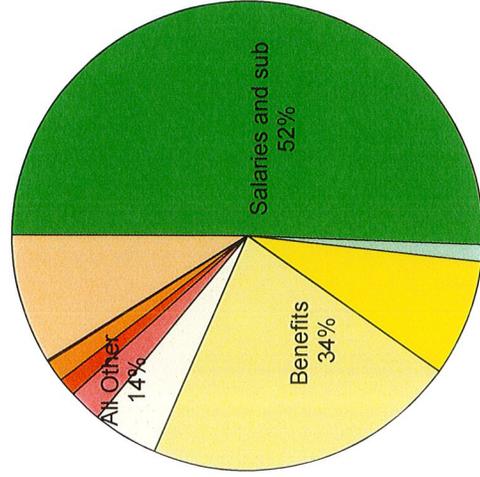
1. Financial Dashboard
2. A long-range trend with 2019-20 actual, 2020-21 (November revision), and 2012-22, and 2022-23 trend.
3. 2020-21 Budget Details highlights the major changes between the adoption and amendment.
4. 2019-20 Year-End Fund Balances and designated reserves.
5. The general appropriation amendment for the general fund and required special revenue funds by major function grouping. These resolutions, once adopted by the Board of Education, will be posted on our Budget Transparency Reporting web page.

The budget detailed by individual account lines are available in the Business Office.

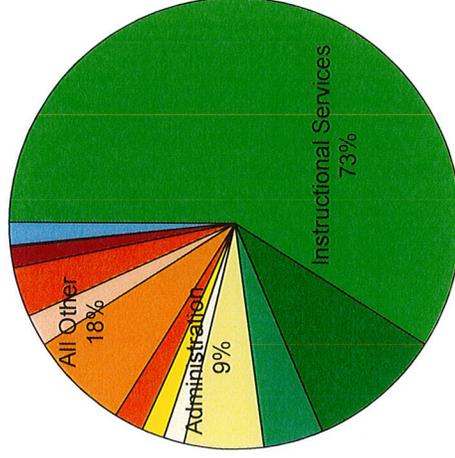
Dexter Community Schools  
 Financial Dashboard  
 2020-21 Budget (November Revision)

2018-19 Actual					
Student Count	Total Revenues	Total Expenditures	Excess Rev/Exp	Ending Fund Balance	Foundation Allowance
3,646	\$41,998,050	\$41,077,160	\$920,890	\$7,909,386	\$8,117
Peer Group Ranking from most recent Bulletin 1014 (2018-19 data)					
					8th out of 30
2019-20 Actual					
3,628	\$44,461,948	\$42,516,976	\$1,944,972	\$9,854,358	\$8,328
2020-21 Budget (November Revision)					
3,388	\$45,317,580	\$45,394,255	(\$76,675)	\$9,777,683	\$8,393

Expenses-Type



Expenses-Program



**Dexter Community Schools  
General Fund  
Long Range Trend**

	2019-20 actual	2020-21 budget (November)	2021-22 trend	2022-23 trend
<b>Revenue</b>	44,461,948	45,317,580	43,100,227	43,155,216
<b>Expense</b>	42,516,976	45,394,255	45,259,818	46,571,752
Revenue over (under) expense	1,944,972	(76,675)	(2,159,591)	(3,416,536)
Fund Balance planned adjustment (Painting project)	-	(230,000)	-	-
Operational Revenue over (under) expense	1,944,972	153,325	(2,159,591)	(3,416,536)
<b>FUND BALANCE</b>				
Non-spendable-Prepaid Expenditures	57,571	57,571	57,571	57,571
Committed-Facilities	795,538	565,538	565,538	565,538
Committed-Athletic Facilities	860,000	860,000	860,000	860,000
Committed-Health Benefit Claims	-	-	-	-
Committed-Instructional Equipment	1,000,000	1,000,000	1,000,000	1,000,000
Committed-New Programs Implementation	-	-	-	-
Committed-New Programs Startup Costs	300,490	300,490	300,490	300,490
Committed-Performing Arts Equipment	140,000	140,000	140,000	140,000
Committed-Retirement/Severance	850,000	850,000	850,000	850,000
Committed-Supply Carryover	248,573	248,573	248,573	248,573
Committed-Employee Off Schedule Payment	-	-	-	-
Committed-Technology	881,918	881,918	881,918	881,918
Committed-Textbooks	-	-	-	-
Assigned for Subsequent year expenditures	1,992,511	1,992,511	1,992,511	1,992,511
Unassigned	2,727,757	2,881,082	721,491	(2,695,045)
<b>TOTAL FUND BALANCE</b>	9,854,358	9,777,683	7,618,092	4,201,556
%	23.2%	21.5%	16.8%	9.0%
Unassigned	2,727,757	2,881,082	721,491	(2,695,045)
%	6.4%	6.3%	1.6%	-5.8%
<b>STATE FUNDING</b>				
State per pupil foundation	\$ 8,328	\$ 8,393	\$ 8,328	\$ 8,328
State per pupil foundation change (\$)	\$ 211	\$ 65	\$ (65)	\$ -
Effective per pupil change				
<b>STUDENT ENROLLMENT</b>				
New student additions(general ed & special ed FTE)	(18.98)	(239.75)	120.00	-
Student Enrollment (October)	3,628.00	3,388.25	3,508.25	3,508.25
<b>PROJECTION ASSUMPTIONS</b>				
Increase academic staff (FTE)	2.50	-	-	-
Increase support staff (FTE)	-	-	-	-
Salary/Wage DEA change (%)	0.00%	1.00%	1.00%	1.00%
State Blended Count Method	10%/90%	superblend	10%/90%	10%/90%
MPERS Retirement Rate	40.09%	42.83%	42.95%	43.07%
FICA Employer Tax Rate	7.65%	7.65%	7.65%	7.65%
District Insurance Cost change	6.50%	3.00%	3.00%	3.00%
WISD Special Education Reimbursement	100.00%	100.00%	100.00%	100.00%
Indirect Cost Rate to Self-supporting Programs	10.00%	10.00%	10.00%	10.00%
Inflation (discretionary)	0.00%	0.00%	0.00%	0.00%

**Dexter Community Schools  
2020-21 Budget Details  
November Revision**

	Revenue	Expenses	Revenue over (under) Expenses
2020-21 Budget (at adoption)	\$ 42,578,213	\$ 44,570,724	\$ (1,992,511)
2020-21 Budget (November Revision)	\$ 45,317,580	\$ 45,394,255	\$ (76,675)
Change Increase (decrease)	\$ 2,739,367	\$ 823,531	\$ 1,915,836
<b>Revenue changes from June budget adoption</b>			
Student Count 3,388 (planned -30; actual -240); funding loss on 54 due to superblend	\$ (451,000)		
State foundation (planned \$8,003 actual \$8,393) +\$390 from budget	\$ 825,000		
Federal Coronavirus Relief Funds (CRF) Grant	\$ 45,000		
Federal District COVID19 Costs Grant	\$ 1,270,000		
State MPSERS new calculation (net change from June)	\$ 565,000		
WISD Act 18 Additional Payment from 2019-20	\$ 400,000		
International Student Tuition for remote learning (updating budget to \$195,000)	\$ 50,575		
Other	\$ 34,792		
<b>Expense changes from June budget adoption</b>			
Decreased 3.5 FTE DEA Staff (Total 248.5 FTE)		\$ (384,386)	
Other DEA staffing information: We had 10 new hires whose avg salary \$47,787; w/ fringes \$84,615 We had 5 retirements whose avg salary was \$79,940 generating savings Our overall average teacher salary is \$65,883		\$ (241,148)	
Reduced 3.4 paraeducators (83.2 paras) funded from Special Ed		\$ (81,600)	
COVID remote learning/PPE (we also spent \$106,200 in 2019-20)		\$ 434,000	
NWEA no longer funded by a Grant		\$ 23,200	
Personalized Competency-based education program research and development (includes 2 FTE backfill of staff and reallocated \$80,000 or Superintendent Initiatives)		\$ 280,000	
Teaching per pupil supplies carry over		\$ 250,000	
Painting buildings from Fund Balance (Committed-Facilities)		\$ 230,000	
Athletics Subsidy (\$669,016)			
Community Ed Subsidy (\$52,764)			
State MPSERS increase funded by additional revenue		\$ 455,600	
Other		\$ (142,136)	
<b>Total Changes</b>	<b>\$ 2,739,367</b>	<b>\$ 823,531</b>	<b>\$ 1,915,836</b>

**FINAL BUDGETED INFORMATION FOR REFERENCE**

A blended MPSERS Retirement Rate 42.83% was budgeted for all funds. The General Fund budget for retirement is \$9,800,000, or 22% of the General Fund expenses. After offsetting \$4,300,000 from funding categoricals, the net MPSERS retirement cost budget is \$5,500,000, or 12% of the budget.

Employer contribution to medical; includes 3% increase from 1/1/2020. Total health budget \$3,640,000; 8% of General Fund expenses

Bus fuel (budgeted 50,000 gallons at \$2.32 per gallon)

**FINAL BUDGETED INTER FUND TRANSFERS**

	Revenue	Expenses
Incoming Transfers from F&N (10%)	\$ 122,640	
Incoming Transfer from Community Ed (10%)	\$ 180,363	
General Fund Subsidy for Athletics		\$ 669,016
General Fund Subsidy for Community Ed		\$ 52,764

**OTHER REFERENCE INFORMATION**

		Change in net revenue over (under) expense
\$25 change in State Foundation -- increase or (decrease)		\$ 86,635
10 change in student count -- increase or (decrease)	due to superblend in 2020-21	\$ 19,120
1% change in salary -- (increase) or decrease	GF Salaries \$23,900,000	\$ 359,647
Each new teacher cost -- (increase) or decrease		\$ 84,615

**Dexter Community Schools**  
Fund Balance  
Year end 2019-20

Revenue	\$ 42,545,764.29
Expenses	\$ 42,516,975.53
Net Income	\$ 28,788.76

Fund Balance Classifications	Account	Methodology of Target	Base value for calculation	Target	19-20		Planned Ending	Recommended transfers 19-20	Recommended Ending
					Beginning	Ending			
<b>Required Designated Reserve Funds (policy 6604)</b>									
<b>Non-Spendable</b>									
Non-spendable-Prepaid Expenditures	11-2711-1000	Prepaid expenditure asset	\$ 57,571	\$ 57,571	\$ 77,671.27	\$ (77,671)	\$ 0.00	\$ (20,099.96)	\$ 57,571.31
<b>Committed (required)</b>									
Committed- Supply Carryover	11-2731-7100	Unspent supply carryover	\$ 248,573	\$ 248,573	\$ 169,369.00	\$ (169,369)	\$ 0.00	\$ 79,204.00	\$ 248,573.00
Committed- Employee Off Schedule Payment	11-2731-7200	Actual projected cost	\$ -	\$ -	\$ 1,176,000.00	\$ (1,176,000)	\$ 0.00	\$ (1,176,000.00)	\$ -
<b>Board Designated Reserve Funds (policy 6605)</b>									
<b>Committed (management planned)</b>									
Committed-Facilities, Equipment & Maintenance	11-2731-1200	Assets undeprec repl value * 1%	\$ 205,940,172	\$ 2,059,402	\$ 874,000.00		\$ 874,000.00	\$ (78,462.00)	\$ 795,538.00
Committed-Facilities Athletics	11-2731-1300	Artificial turf, pools Refurbishing performing arts equipment	\$ 1,500,000	\$ 1,500,000	\$ 770,000.00		\$ 770,000.00	\$ 90,000.00	\$ 860,000.00
Committed-Performing Arts Equipment	11-2731-5100	Replacement of Instructional Materials (\$300/student)	\$ 200,000	\$ 200,000	\$ 130,000.00		\$ 130,000.00	\$ 10,000.00	\$ 140,000.00
Committed-Instructional Materials/Equipment	11-2731-3100	Cost of technology inventory * 50% (includes balance of restitution)	\$ 1,088,100	\$ 1,088,100	\$ 1,000,000.00		\$ 1,000,000.00	\$ -	\$ 1,000,000.00
Committed-Technology	11-2731-8100	Startup and implementation transition of new programs (3-5 yrs)	\$ 6,296,603	\$ 3,148,302	\$ 837,075.00		\$ 837,075.00	\$ 44,843.00	\$ 881,918.00
Committed-New Programs	11-2731-4100	Startup and implementation transition of new building (3-5 years)	\$ 348,000	\$ 348,000	\$ -		\$ -	\$ -	\$ -
Committed-New Buildings/New Spaces	11-2731-4200	Startup and implementation transition of new building (3-5 years)	\$ 300,000	\$ 300,000	\$ 300,490.00		\$ 300,490.00	\$ -	\$ 300,490.00
Committed-Retirement/Severance	11-2731-6100	Retirement obligation * 2/3	\$ 1,621,307	\$ 1,080,871	\$ 850,000.00		\$ 850,000.00	\$ -	\$ 850,000.00
<b>Assigned Fund Balance</b>	11-2741-0000	Subsequent year expenditures	\$ 1,992,511	\$ 1,992,511	\$ -		\$ 1,992,511.00	\$ 1,992,511.00	\$ 1,992,511.00
<b>Unassigned Fund Balance (policy 6612)</b>	11-2751-0000	3-5% of general fund expenses (value at 5%)	\$ 42,516,976	\$ 2,125,849	\$ 1,724,780.04		\$ 1,724,780.04	\$ 1,002,976.81	\$ 811,572.76
	11-2751-1000	PY deferred revenue for student programs	\$ 1,916,184	\$ 1,916,184	\$ -		\$ 1,916,184.09	\$ 1,916,184.09	\$ 1,916,184.09
<b>Total Fund Balance</b>					\$ 7,909,385.31	\$ (1,423,040.27)	\$ 10,395,040.13	\$ 3,861,156.94	\$ 9,854,358.16
<b>Non-Spendable Fund Balance</b>				0.2%	\$ 77,671			0.1%	\$ 57,571
<b>Committed Fund Balance</b>				14.9%	\$ 6,106,934			11.9%	\$ 5,076,519
<b>Assigned Fund Balance</b>				0.0%	\$ -			4.7%	\$ 1,992,511
<b>Unassigned Fund Balance</b>				4.2%	\$ 1,724,780			6.4%	\$ 2,727,757
<b>Total Fund Balance</b>				19.3%	\$ 7,909,385			23.2%	\$ 9,854,358

**General Appropriation of the General Fund  
Resolution for Adoption by the Board of Education, Dexter Community Schools**

RESOLVED, that this resolution shall be the general appropriation amendment of Dexter Community Schools for the 2020-21 fiscal year; a resolution to make appropriations; to provide for the expenditure of the appropriations; and to provide for the disposition of all revenue received by Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the General Fund of the school district for fiscal year 2020-21 which includes 18 mills of ad valorem taxes to be levied on non-homestead and nonqualified agricultural property to be used for operating purposes is as follows:

**Revenue:**

1xx Local	\$	6,083,876
2xx Other Political Subdivisions	\$	-
3xx State	\$	31,121,468
4xx Federal	\$	2,469,000
5xx-6xx Other Financing Sources	\$	5,643,236
<b>Total Revenue</b>	<b>\$</b>	<b>45,317,580</b>
<hr/>		
Total Fund Balance, July 1 Available to Appropriate	\$	9,796,787
<b>Total Available to Appropriate</b>	<b>\$</b>	<b>55,114,367</b>

BE IT FURTHER RESOLVED, that of the total available to appropriate in the General Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

**Expenditures:**

1xx – Instruction		
11x- Basic Programs	\$	21,347,873
12x- Added Needs	\$	5,400,782
2xx – Support Services		
21x- Pupil Support	\$	4,379,977
22x- Instructional Staff Support	\$	2,906,097
23x- General Administration	\$	672,159
24x- School Administration	\$	2,579,668
25x- Business Services	\$	760,885
26x- Operations and Maintenance	\$	4,289,543
27x- Transportation	\$	1,617,755
28x-29x Other Central Support	\$	416,397
3xx-Community Services	\$	279,196
4xx-6xx Other Financing Uses	\$	743,923
<b>Total Appropriated</b>	<b>\$</b>	<b>45,394,255</b>

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting.

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AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_ RESOLUTION DECLARED ADOPTED.

The undersigned duly qualified and acting Secretary of the Board of Education of the Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the board of education at a regular meeting held on December 7, 2020, and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

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Secretary, Board of Education

**General Appropriation of the Food Services Fund  
Resolution for Adoption by the Board of Education, Dexter Community Schools**

RESOLVED, that this resolution shall be the general appropriation amendment of the Food Services Fund for the 2020-21 fiscal year; a resolution to make appropriations; to provide for the expenditure of the for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Food Services Fund of Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Food Services Fund of the school district for fiscal year 2020-21 to be used for operating purposes is as follows:

**Revenue:**

1xx Local	\$	15,800
3xx State	\$	77,677
4xx Federal	\$	1,086,693
5xx-6xx Other Financing Sources	\$	-
<b>Total Revenue</b>	<b>\$</b>	<b>1,180,170</b>
<hr/>		
Total Fund Balance, July 1 Available to Appropriate	\$	666,075
<b>Total Available to Appropriate</b>	<b>\$</b>	<b>1,846,245</b>

BE IT FURTHER RESOLVED, that of the total available to appropriate in the Food Services Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

**Expenditures:**

2xx – Support Services		
26x- Operations and Maintenance	\$	3,358
28x-29x Other Central Support	\$	1,223,040
4xx-6xx Other Financing Uses	\$	122,640
<b>Total Appropriated</b>	<b>\$</b>	<b>1,349,038</b>

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting.

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AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_ RESOLUTION DECLARED ADOPTED.

The undersigned duly qualified and acting Secretary of the Board of Education of the Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the board of education at a regular meeting held on December 7, 2020, and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

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Secretary, Board of Education

**General Appropriation of the Community Service Fund  
Resolution for Adoption by the Board of Education, Dexter Community Schools**

RESOLVED, that this resolution shall be the general appropriation amendment of the Community Service Fund for the 2020-21 fiscal year; a resolution to make appropriations; to provide for the expenditure of the for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Community Service Fund of Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Community Service Fund of the school district for fiscal year 2020-21 to be used for operating purposes is as follows:

**Revenue:**

1xx Local	\$	2,275,038
3xx State	\$	31,470
4xx Federal	\$	184,080
5xx-6xx Other Financing Sources	\$	721,780
<b>Total Revenue</b>	<b>\$</b>	<b>3,212,368</b>
<hr/>		
Total Fund Balance, July 1 Available to Appropriate	\$	119,385
<b>Total Available to Appropriate</b>	<b>\$</b>	<b>3,331,753</b>

BE IT FURTHER RESOLVED, that of the total available to appropriate in the Community Service Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

**Expenditures:**

1xx – Instruction		
11x- Basic Programs	\$	102,297
2xx – Support Services		
22x- Instructional Staff Support	\$	987
26x- Operations and Maintenance	\$	56,550
27x- Transportation	\$	-
28x-29x Other Central Support	\$	1,088,377
3xx-Community Services	\$	1,758,795
4xx-6xx Other Financing Uses	\$	205,362
<b>Total Appropriated</b>	<b>\$</b>	<b>3,212,368</b>

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting.

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AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_ RESOLUTION DECLARED ADOPTED.

The undersigned duly qualified and acting Secretary of the Board of Education of the Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the board of education at a regular meeting held on December 7, 2020, and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

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Secretary, Board of Education

**General Appropriation of the Student/School Activity Fund  
Resolution for Adoption by the Board of Education, Dexter Community Schools**

RESOLVED, that this resolution shall be the general appropriation amendment of the Student/School Activity Fund for the 2020-21 fiscal year; a resolution to make appropriations; to provide for the expenditure of the for the expenditure of the appropriations; and to provide for the disposition of all revenue received by the Student/School Activity Fund of Dexter Community Schools.

BE IT FURTHER RESOLVED, that the total revenues and unappropriated fund balance estimated to be available for appropriation in the Student/School Activity Fund of the school district for fiscal year 2020-21 to be used for operating purposes is as follows:

**Revenue:**

1xx Local	\$	1,362,636
5xx Prior Period Adjustment	\$	-
<b>Total Revenue</b>	<b>\$</b>	<b>1,362,636</b>
<hr/>		
Total Fund Balance, July 1 Available to Appropriate	\$	921,557
<b>Total Available to Appropriate</b>	<b>\$</b>	<b>2,284,193</b>

BE IT FURTHER RESOLVED, that of the total available to appropriate in the Student/School Activity Fund, it is hereby appropriated in the amounts and for the purposes set forth below:

**Expenditures:**

2xx – Support Services		
29x- Support Service, Other	\$	1,362,636
<b>Total Appropriated</b>	<b>\$</b>	<b>1,362,636</b>

FURTHER RESOLVED, that no board of education member or employee of the school district shall expend any funds or obligate the expenditure of any funds except pursuant to appropriations made by the board of education and in keeping with the budgetary policy statement hitherto adopted by the board. Changes in the amount appropriated by the board shall require approval of the board.

BE IT FURTHER RESOLVED, that for purposes of meeting emergency needs of the school district, transfers of appropriations may be made upon the written authorization of the superintendent but no other transfers shall be made without prior approval of the board of education. When the superintendent makes a transfer of appropriations as permitted by this resolution, such transfer shall be presented to the board of education at its next regularly scheduled meeting in the form of an appropriation amendment, which amendment shall be adopted by the board of education at such meeting.

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_ RESOLUTION DECLARED ADOPTED.

The undersigned duly qualified and acting Secretary of the Board of Education of the Dexter Community Schools, Counties of Washtenaw and Livingston, State of Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the board of education at a regular meeting held on December 7, 2020, and further certifies that notice of the meeting was given to the public pursuant to the provisions of the Open Meetings Act, 1976 PA 267, as amended.

\_\_\_\_\_  
Secretary, Board of Education

# AGREEMENT FOR CONSERVATION EASEMENT

(This instrument is exempt from County and State transfer taxes pursuant to MCL 207.505(a) and MCL 207.526(a), respectively)

This CONSERVATION EASEMENT is created on December 8, 20 20, by and between

Dexter Community Schools, a K-12 public school district (name) married/single individual[s] (*circle one*), or corporation, partnership, municipality, or limited liability company (*circle one*), whose address

is 2704 Baker Rd, Dexter, MI 48130 (Grantor) and the Michigan Department of Environment, Great Lakes, and Energy (EGLE), whose address is P.O. Box 30458, Lansing, Michigan 48909-7958 or Constitution Hall, 3rd Floor South, 525 West Allegan Street, Lansing, Michigan 48933 (Grantee);

The Grantor is the fee simple title holder of real properties located in (*circle one*) the Township/City of Dexter and the Township/City of Scio, Washtenaw County, and State of Michigan, legally described in Exhibit A.

The EGLE is the agency charged with administering Part 303, Wetlands Protection, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), and

Permittee \_\_\_\_\_ (*insert name and address of Permittee if other than Grantor*) has applied for a Permit (EGLE File Number WRP011440), pursuant to Part 303, to authorize activities that will impact regulated wetland. The EGLE evaluated the permit application and determined that a permit could be authorized for certain activities within regulated wetlands provided certain conditions are met, and

As a condition of the above-referenced permit, Grantor (*on behalf of Permittee, if applicable*) has agreed to grant the EGLE a Conservation Easement that protects the wetland mitigation site and/or the remaining wetlands on the property and restricts further development to the area legally described in Exhibit B. The Conservation Easement (the Easement Premises) consists of approximately 1.69 acre(s). A survey map depicting the Easement Premises is attached as Exhibit C. The EGLE shall record this Agreement with the county register of deeds.

ACCORDINGLY, Grantor hereby conveys unto the Grantee for no consideration, forever and in perpetuity, this Conservation Easement as set forth in this Agreement pursuant to Subpart 11 of Part 21, Conservation and Historic Preservation Easement, of the NREPA, MCL 324.2140 et seq., on the terms and conditions stated below.

## COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

1. The purpose of this Agreement is to protect the functions and values of existing or established wetlands and its natural resource values on the Easement Premises, consistent with the Permit, and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor to maintain the Easement Premises in its natural and undeveloped condition.

2. Except as authorized under EGLE Permit Number WRP011440P, issued on May / 11 / 20 18 or as otherwise provided in this Agreement, Grantor shall refrain from, and prevent any other person from, altering or developing the Easement Premises in any way. This includes, but is not limited to:
  - a) Alteration of the surface topography;
  - b) Creation of paths, trails, or roads;
  - c) The placement of fill material as defined in Part 303 of the NREPA, MCL 324.30301 et seq., as amended;
  - d) Dredging, removal or excavation of any soil or minerals;
  - e) Drainage of surface or groundwater;
  - f) Construction or placement of any structure;
  - g) Plowing, tilling, mowing or cultivating the soils or vegetation;
  - h) Alteration or removal of vegetation, including the planting of non-native species;
  - i) Ranching, grazing, farming;
  - j) Use of chemical herbicides, pesticides, fungicides, fertilizers, spraying with biocides, larvicides or any other agent or chemical treatments, unless as part of an EGLE-approved Management Plan;
  - k) Construction of unauthorized utility or petroleum lines;
  - l) Storage or disposal of ash, garbage, trash, debris, abandoned equipment or accumulation of machinery, bio-solids or other waste materials, including accumulated vegetative debris, such as grass clippings, leaves, yard waste or other material collected and deposited from areas outside the Easement Premises;
  - m) Use or storage of automobiles, trucks or off-road vehicles including, but not limited to, snowmobiles, dune buggies, all-terrain vehicles, and motorcycles;
  - n) Placement of billboards or signs, except as otherwise allowed in the Permit or this Agreement;
  - o) Use of the wetland for the dumping of untreated storm water or the directing of treated storm water to the easement premises at a volume that adversely impacts the hydrology of the wetland;
  - p) Actions or uses detrimental or adverse to water conservation and purity, and fish, wildlife or habitat preservation.
3. Cutting down, burning, destroying, or otherwise altering or removing trees, tree limbs, shrubs or other vegetation, whether living or dead, is prohibited within the Easement Premises, except with the written permission of Grantee, expressly for the removal of trees or limbs to eliminate danger to health and safety, to reduce a threat of infestation posed by diseased vegetation, invasive non-native plant species that endanger the health of native species or as otherwise provided in the EGLE-approved Management Plan for the Easement Premises.
4. Grantor is not required to restore the Easement Premises due to alterations resulting from causes beyond the owner's control, including, but not limited to, unauthorized actions by third parties that were not reasonably foreseeable; natural causes or natural disasters, such as unintentional fires, floods, storms, or natural earth movement.
5. Grantor, Permittee or its authorized agents or representatives may enter the Easement Premises to perform activities within the Easement Premises consistent with the Permit or the mitigation requirements. Grantor or Permittee shall provide 5 days notice to the Grantee of undertaking any mitigation activity, even if the mitigation project has been conceptually approved. Any activities undertaken pursuant to the Permit, a mitigation project or this Agreement, shall be performed in a manner to minimize the adverse impacts to existing wetland or mitigation areas.
6. Grantor covenants that Grantor has good and sufficient title to the Easement Premises described in Exhibit B.
7. Grantor covenants that any other existing interests or encumbrances in the Easement Premises have been disclosed to the EGLE.
8. Grantor covenants that to the best of Grantor's knowledge no hazardous substances or hazardous or toxic wastes have been generated, treated, stored, used, disposed of or deposited in or on the property.

9. This Agreement does not grant or convey to Grantee or members of the general public any right to possession or use of the Easement Premises.
10. Grantor shall continue to be responsible for the upkeep and maintenance of the Easement Premises to the extent it may be required by law.
11. Grantee and its authorized employees and agents, as shown in Exhibit D, may enter the Easement Premises at reasonable times to determine whether the Easement Premises are being maintained in compliance with the terms of this Agreement, mitigation, or other conditions of the Permit; and for purposes of taking corrective actions for failure to comply. If Grantee is entering the Easement Premises for purpose of taking corrective actions, Grantor shall be provided with 14 days notice to provide the opportunity to cure the failure to comply.
12. This Agreement shall be binding upon the successors and assigns of the parties and shall run with the land in perpetuity, unless modified or terminated by written agreement of the parties.
13. This Agreement may be modified only in writing through amendment of the Agreement. Any modification shall be consistent with the purpose and intent of the Agreement.
14. In addition to the right of the parties to enforce this Agreement, it is also enforceable by others against the owner of the land, in accordance with Part 21, Subpart 11 of the NREPA, MCL 324.2140 *et seq*, as amended.
15. Grantor shall indicate the existence of this Agreement on all future deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.
16. A delay in enforcement shall not be construed as a waiver of the Grantee's rights to enforce the conditions of this Agreement.
17. This Agreement shall be liberally construed in favor of maintaining the purpose of the Conservation Easement.
18. If any portion of this Agreement is determined to be invalid by a court of law, the remaining provisions will remain in force.
19. This Agreement will be construed in accordance with Michigan law. All legal action related to this conservation easement must be filed and pursued in Michigan state courts.
20. In addition to the terms of the Permit issued by Grantee, this document sets forth the entire agreement of the parties. It is intended to supersede all prior discussions or understandings.
21. Within 90 days after this Agreement is executed, Grantor shall place and maintain, at Grantor's expense, signs, fences, or other suitable markings along the Easement Premises to clearly demarcate the boundary of the Easement Premises, or as otherwise provided in the Permit.
22. The terms 'Grantor' and 'Grantee' wherever used in this Agreement, and any pronouns used in place thereof, shall include, respectively, the above-named Grantor and their personal representatives, heirs, successors, and assigns, and the above-named Grantee and their successors and assigns.

## LIST OF ATTACHED EXHIBITS

- Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.
- Exhibit B:** A legal description of the Easement Premises.
- Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks, such as nearby roads, to clearly identify the easement site.
- Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that EGLE staff will use for ingress and egress to and from the Easement Premises or, if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes EGLE staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.
- Exhibit E:** *If applicable*, a stewardship and/ or long-term management plan that includes baseline documentation and any vegetation and/or site management plans.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. In signing this Agreement, the Signatory covenants that he or she has the authority to convey the Conservation Easement on behalf of the Grantor.

GRANTOR:

Signature: \_\_\_\_\_

Christopher Timmis

Type/Print Grantor's Name exactly as signed

Superintendent

Title (if signing on behalf of an organization)

Dexter Community Schools

Organization Name (if signing on behalf of an organization)

STATE OF MICHIGAN }  
                                  } ss  
COUNTY OF \_\_\_\_\_ }

IF SIGNING ON BEHALF OF AN ORGANIZATION, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, (name[s]) the \_\_\_\_\_, (title)  
of \_\_\_\_\_, (Organization name) a \_\_\_\_\_, (state) corporation,  
partnership, municipality, or limited liability company (circle one), on behalf of the organization.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed or Printed name of Notary Public)

My commission is in: \_\_\_\_\_ County, Michigan

Acting in: \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_

(OR) IF SIGNING AS AN INDIVIDUAL OR MARRIED PERSON, THIS MUST BE COMPLETED:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_  
by \_\_\_\_\_, (name[s]) \_\_\_\_\_ (marital status).

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed or Printed name of Notary Public)

My commission is in: \_\_\_\_\_ County, Michigan

Acting in: \_\_\_\_\_ County, Michigan

My Commission Expires: \_\_\_\_\_



**Exhibit A:** A legal description of the Grantor's property, inclusive of the Easement Premises.

**Parcel ID H-08-07-200-009**

**BEG AT W 1/4 POST OF SEC 7, TH N 01-26-41 W 81.06 FT, TH N 01-42-24 1703.70 FT, TH N 89-06-36 E 361.00 FT, TH N 01-42-24 W 311.17 FT, TH N 89-06-36 E 700.00 FT TH S 01-42-24 E 311.17 FT, TH N 89-06-36 E 280.00 FT, TH N 01-42-24 W 311.17 FT, TH N 89-06-36 E 174.91 FT, TH N 88-57-00 E 431.00 FT TO MEANDER PT NO. 1 [TH ON TRAVERSE LINES 1) S 26-31-01 W 37.23 FT TO MEANDER PT NO. 2 & 2) S 14-40-43 E 2129.29 FT], TH S 89-12-23 E 7.5 FT TO MEANDER PT NO. 3, TH S 89-12-23 W 2407.77 FT TO THE POB. PT NW FRL 1/4 SEC 7, T2S-R5E, 97.42 AC.**

**Parcel ID H-08-07-300-002**

**N 1/2 IN ACREAGE OF THAT PART OF N 95 RODS OF S 1/2 OF SEC, LYING W OF MILL CREEK SEC 7 T2S-R6E 45 AC.**

**Exhibit B:** A legal description of the Easement Premises.

**See Attached**

**Exhibit C:** A survey map depicting the Easement Premises that also includes identifiable landmarks, such as nearby roads, to clearly identify the easement site.

**See Attached**

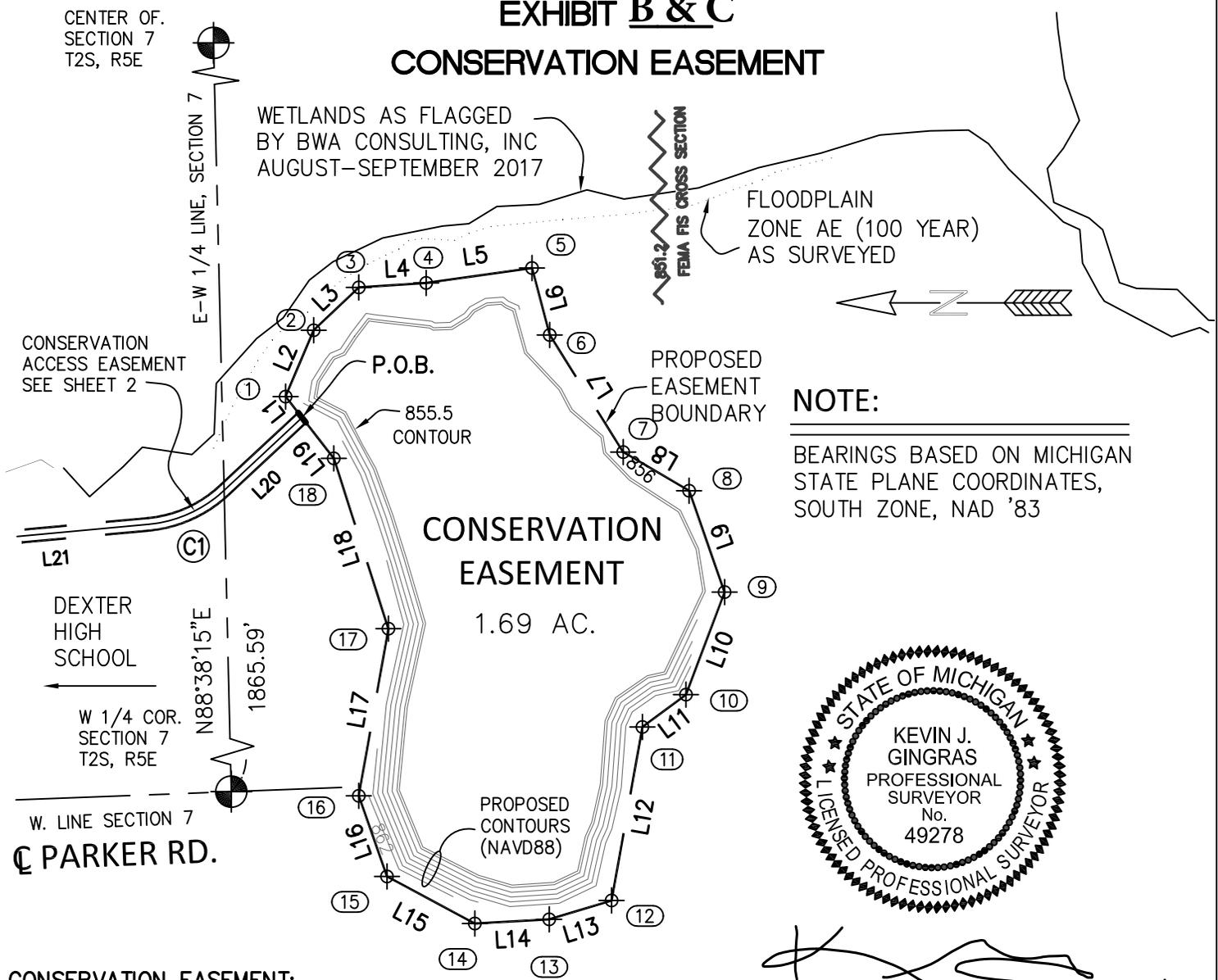
**Exhibit D:** A legal description that provides a path of legal access to the Easement Premises and a map that indicates this access site that EGLE staff will use for ingress and egress to and from the Easement Premises or, if the Easement is directly connected to a publicly accessible point, such as a public road, a statement is required that authorizes EGLE staff ingress and egress to and from the Easement Premises with a map that clearly indicates the connection of the public access site to the Easement Premises.

**The Easement is directly connected to a publicly accessible point. This statement authorizes EGLE staff ingress and egress to and from the Easement Premises from the High School parking areas and driveways and/or from a publicly accessible road such as Parker Road or Shields Road.**

**Exhibit E:** *If applicable*, a stewardship and/ or long-term management plan that that includes baseline documentation and any vegetation and/or site management plans.

# EXHIBIT B & C

## CONSERVATION EASEMENT



**CONSERVATION EASEMENT:**

A part of the Southwest 1/4 of Section 7, Town 2 South, Range 5 East, Scio Township, Washtenaw County, Michigan described as: Commencing at the West 1/4 Corner of said Section 7; thence along the East-West 1/4 line of said Section 7 North 88°38'15" East 1865.59 feet; thence South 42°54'45" East 67.91 feet to the POINT OF BEGINNING; thence along the following 19 courses: 1) North 51°51'03" East 17.01 feet; 2) South 66°58'43" East 45.83 feet; 3) South 43°19'28" East 39.70 feet; 4) South 03°42'36" East 43.07 feet; 5) South 07°59'27" East 68.30 feet; 6) South 75°04'59" West 44.02 feet; 7) South 57°48'25" West 87.93 feet; 8) South 30°14'42" West 48.80 feet; 9) South 70°38'56" West 68.31 feet; 10) North 69°17'37" West 69.65 feet; 11) North 36°27'09" West 34.68 feet; 12) North 79°54'20" West 112.02 feet; 13) North 16°42'35" West 41.59 feet; 14) North 03°11'08" West 47.58 feet; 15) North 28°03'11" East 63.56 feet; 16) North 70°35'17" East 54.30 feet; 17) South 79°54'24" East 107.96 feet; 18) North 72°09'29" East 113.75 feet, and 19) North 51°51'03" East 32.88 feet to the POINT OF BEGINNING, containing 1.69 acres of land, more or less.

LINE TABLE					
LINE #	BEARING	LENGTH			
			L10	N69°17'37"W	69.65
L1	N51°51'03"E	17.01	L11	N36°27'09"W	34.68
L2	S66°58'43"E	45.83	L12	N79°54'20"W	112.02
L3	S43°19'28"E	39.70	L13	N16°42'35"W	41.59
L4	S3°42'36"E	43.07	L14	N3°11'08"W	47.58
L5	S7°59'27"E	68.30	L15	N28°03'11"E	63.56
L6	S75°04'59"W	44.02	L16	N70°35'17"E	54.30
L7	S57°48'25"W	87.93	L17	S79°54'24"E	107.96
L8	S30°14'42"W	48.80	L18	N72°09'29"E	113.75
L9	S70°38'56"W	68.31	L19	N51°51'03"E	32.88

CLIENT: GRANGER CONSTRUCTION

**CONSERVATION EASEMENT**

IN THE SW 1/4 OF SECTION 7, T2S, R5E SCIO TOWNSHIP, WASHTENAW COUNTY, STATE OF MICHIGAN.

LEGEND:

- SECTION CORNER
- FOUND IRON PIPE
- FOUND IRON ROD
- FOUND MAG NAIL
- FOUND MONUMENT
- SET IRON PIPE
- SET WOOD LATH
- RECORDED
- COORDINATE LABEL

**Arbor Land Consultants, Inc.**  
Professional Land Surveyors

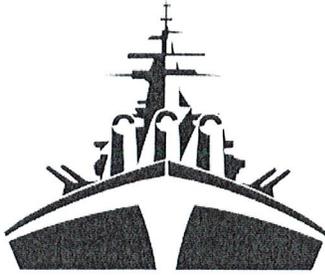
2936 S. Madrono  
Ann Arbor, MI 48103  
(734) 669-2960  
Fax 669-2961

www.arborlandinc.com



JOB NO.:	097170	DATE:	4-17-2018
FLD. BOOK:	00013	REVISED:	5-8-2018
SHEET 1 OF 4		BY:	KJG

SCALE: 1" = 100'



Deneen Smith  
Transportation Director Dexter Community Schools  
[Smithd@dexterschools.org](mailto:Smithd@dexterschools.org)  
Laurie Farmer  
Transportation Dispatch Coordinator  
[farmerl@dexterschools.org](mailto:farmerl@dexterschools.org)  
734-424-4190

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December 1, 2020

To: Superintendent Chris Timmis and the Dexter Community Schools Board of Education

From: Deneen Smith, Transportation Director

Dexter Community Schools applied for and received a 2020 EGLE Fuel Transformation Program, Volkswagen State Mitigation Trust Grant. The project was proposed to accomplish the following objectives by replacing old diesel engine buses with new diesel buses:

- Reduce diesel emissions particularly nitrogen oxides (NOx) and fine particulate matter (PM2.5).
- Improve air quality inside school buses, outside where buses idle, and along roadways where buses travel.
- Increase protection of human health and the environment with an emphasis on school children and populations located in priority areas (areas designated as non-attainment and maintenance areas for the National Ambient Air Quality Standards).
- Incentivize the utilization of technologies that have the greatest emission reductions.

The Grant funds 25% towards the replacement of the 8 pre-identified “dirty diesel” school buses with diesel engines 2009 and older with “clean diesel” school buses up to a total purchase of \$844,792. The total grant reimbursement is up to \$211,198.

We have a budget from the 2017 Bond issue to replace our school bus fleet over 10 years. The Bond plan was to purchase 3 buses in 2019-20 and 5 buses in 2020-21. The Bond budget for the first 8 school buses was \$730,000. We were waiting on the outcome of this grant to procure buses under the Bond. We would like to move forward with the purchase of eight (8) school buses at this time. This grant will enable us to be more efficient with our bond funds and absorb the increased cost of the newer diesel school buses. With the new emissions technology, it is the recommendation of our bus mechanics that we purchase the 10 year 200,000 mile complete engine and after (exhaust) warranty on these buses. They believe it will save operational costs over the lifetime of the buses. Even with this unanticipated add, because of the Grant, the net cost is nearly \$100,000 less than the budget allocation. Also, know that the buses replaced under the Grant must be completely disabled, so they will not be available to sell as used school buses.

For purchasing, we used the MSBO Bus Purchase Program to obtain bids. We standardized on International buses that allows our mechanics to be more efficient with maintenance and repairs. The region’s International dealer is Midwest Transit. We are still working out the final details of the appropriate Dealer Options, so we ask for the Board’s approval to move forward on a not to exceed basis.

I recommend the purchase of seven (7) 77-passenger buses and one (1) 54-passenger special needs bus from Midwest Transit not to exceed a total purchase of \$844,792 and not to exceed the individual bus bids as follows:

77-passenger bus	\$106,466
<u>54-passenger bus</u>	<u>\$104,627</u>

Thank you for your time and consideration of this recommendation.

**Michigan Bus Purchasing**  
**Price Comparison Report - Spec #15307**  
 Dec 02, 2020 1:52 PM

**Buying Organization**  
 Dexter Community Schools  
 7714 Ann Arbor St  
 Dexter MI 48130-1322

**Notes**  
 Product Category Conventional (2020-21)  
 Product 77 Passenger  
 Quantity 1

	Option	Option SKU	Buyer Comments	Hoekstra	Holland	Midwest Transit
<b>Product Base Price</b>				<b>\$87,732.00</b>	<b>\$88,304.00</b>	<b>\$92,655.00</b>

**Chassis Options**

Air Dryer						
Bendix AD-IP dryer w/spin-on filter	C101	N/C			(\$183.00)	\$35.00
Alternator						
240-amp, Leece-Neville	C123	\$140.00		S/E	S/E	\$141.00
Batteries						
3 12-volt, 950-CCA each	C163	S/E		S/E	S/E	\$256.00
Brake Dust Shield						
Brake dust shield on all wheels	C170	S/E		S/E	S/E	N/C
Brakes, ESC						
Electronic Stability Control for Air Brakes	C172	S/E		S/E	S/E	S/E
Brakes, Traction Control						
For air brakes	C180	S/E		S/E	S/E	S/E
Engine						
Cummins ISB 240 hp w/PTS2500 trans	C202	\$2,539.00		\$500.00	N/C	N/C
Engine Hood						
Soft Close Hood Support	C230	S/E		N/A	N/C	N/C
Fan Drive						
Electromagnetic On/Off Type	C195	\$98.00		S/E	S/E	N/C
Fuel Tank						
Increase to 100-gallon diesel tank	C251	\$352.00		\$305.00	\$461.00	\$461.00
Full Instrumentation Package (Engine)						
Low Coolant indicator with audible alarm	C260	S/E		S/E	S/E	S/E
Idle Management Control						

Programmable Motor, Starting	C280	S/E	N/C	N/C
Thermal overcrank protection Paint, Wheels	C290	S/E	S/E	N/C
Wheels finish coated black inside and out Rust Proofing	C300	S/E	N/C	N/C
Rust proofing fuel tank anticorrosion spray coating Switches, Ignition	C315	\$478.00	\$160.00	\$280.00
Keyed alike	C350	N/C	\$3.00	\$9.00
Tires 10R22.5 steer fr, mud/snow rear, Continental Warranty, Towing	C380	N/A	N/A	(\$262.00)
5 years/100,000 miles Winter Warmup Equipment	C470	\$800.00	\$700.00	\$560.00
Winter front	C490	\$33.00	\$75.00	N/C

### Body Options

Air Foil, Rear	B140	\$588.00	\$510.00	\$594.00
Add rear air foil (state brand) All Light Monitor System	B160	S/E	\$50.00	\$95.00
Add all light monitor system Antenna	B170	N/A	S/E	\$45.00
Flexible rubber radio antenna Color, Interior	B234	N/A	S/E	S/E
Walls white Crossing Gate Arm	B240	\$263.00	\$295.00	(\$15.00)
Air w/stow bracket Door, Entrance	B260	(\$169.00)	\$268.00	(\$28.00)
Electric, double out, split type Exit, Emergency Window	B290	S/E	N/C	S/E
Increase from 2 to 4 Exit, Evacuation Step	B310	\$75.00	S/E	\$98.00
Step & handle at rear door Floor Covering	B372	\$577.00	N/A	\$256.00
1 piece, black Fuel Filler Door	B390	S/E	N/C	N/C
Door only Heater, Mid-body Rear	B431	\$232.00	\$370.00	\$317.00
80,000 BTU Heater, Shut-Off Valve				

B440	Locate valve on engine block Lettering and Trim	S/E	S/E	N/C
B451	Replace 2" tape w/6" Scotchlite tape Light Visor	\$211.00	\$140.00	\$125.00
B455	Overhead flasher light visor Light, Exterior	S/E	S/E	N/C
B460	Light check system Mirror System	S/E	S/E	S/E
B521	Lever-lock adjustable 6" x 30" Mirror, Timer	S/E	\$50.00	\$95.00
B525	Timer for heated mirror Mirrors, Crossview	S/E	S/E	\$56.00
B531	MirrorLite High Definition, heated Mirrors, Crossview, Arms	N/A	N/A	\$75.00
B555	Stainless steel arms Mirrors, Rearview	S/E	\$30.00	\$38.00
B580	Super Nickel, heated & remote Mirrors, Rearview, Arms	N/A	N/A	\$256.00
B590	Stainless steel arms Noise Reduction System	S/E	\$32.00	\$37.00
B595	Perforated ceiling, full bus Paint, Roof	S/E	\$554.00	S/E
B605	White, polyurethane Power Source	\$355.00	\$202.00	\$325.00
B615	12-volt power source in driver's area Radio & Public Address System	\$31.00	S/E	N/C
B623	AM/FM radio, PA System inside & outside Rust Proofing	N/A	\$513.00	\$291.00
B645	All interior doors Rust Proofing, Stepwell	S/E	S/E	S/E
B647	Anti-corrosion spray coating, inside & outside Seat, Driver's	\$244.00	\$350.00	S/E
B668	National air ride w/integrated seat belt, air source Seat, Driver's Belt	\$535.00	\$516.00	\$441.00
B676	Driver's belt, blaze orange Seats, Passenger: Color	\$44.00	N/C	S/E
B712	Blue/light blue Severe Service Package	N/C	N/C	N/C
B740	Must meet Colorado Racking Test Step Tread	S/E	S/E	N/C

Pebble tread w/non-metal backing Stop Arm Signals	B752	\$27.00	\$321.00	S/E
Transpec 7000, electric LED lights, front & rear Storage Compartment Driver's Area	B764	S/E	S/E	(\$464.00)
Over drivers sash window Storage Pouch	B781	S/E	\$90.00	\$157.00
Mounted on barrier behind driver	B782	\$21.00	\$14.00	\$75.00
		<b>Configured Price</b>	<b>\$95,206.00</b>	<b>\$94,169.00</b>
				<b>\$97,004.00</b>

**Dealer Options**

Cummins 10year 200,000 mile complete engine and aftertreatment warranty	\$6,050.00			
Cummins 10year 200,000 mile complete engine and aftertreatment warranty		\$6,050.00		\$6,050.00
Cummins 10year 200,000 mile complete engine and aftertreatment warranty	\$862.00		\$862.00	\$862.00
motorola CM200 2 way radio installed by C3			\$4,400.00	\$4,400.00
motorola CM200 2 way radio installed by C3				\$150.00
motorola CM200 2 way radio installed by C3				(\$2,000.00)
REI 12 camera DVR system installed by C3				
REI 12 camera DVR system installed by C3				
REI 12 camera DVR system installed by C3				
Shop technology package				
77 passenger early order discount	\$667.00		\$587.00	
Missing options				
Missing options				

	<u>Hoekstra</u>	<u>Holland</u>	<u>Midwest Transit</u>
<b>Unit Price</b>	<b>\$107,185.00</b>	<b>\$106,068.00</b>	<b>\$106,466.00</b>
<b>Total Price</b>	<b>\$107,185.00</b>	<b>\$106,068.00</b>	<b>\$106,466.00</b>
<b>Grand Total</b>	<b>\$107,185.00</b>	<b>\$106,068.00</b>	<b>\$106,466.00</b>

**Michigan Bus Purchasing**  
**Price Comparison Report - Spec #15310**  
 Dec 02, 2020 1:51 PM

**Buying Organization**      Dexter Community Schools  
 7714 Ann Arbor St  
 Dexter MI 48130-1322

Notes

Product Category      Conventional (2020-21)

Product      53 Passenger

Quantity      1

Option	Option SKU	Buyer Comments	Hoekstra	Holland	Midwest Transit
<b>Product Base Price</b>			<b>\$83,457.00</b>	<b>\$85,368.00</b>	<b>\$88,226.00</b>

**Chassis Options**

*Air Dryer*

Bendix AD-IP dryer w/spin-on filter      C101      N/C      (\$183.00)      \$35.00

*Alternator*

240-amp, Leece-Neville      C123      \$140.00      S/E      \$141.00

*Axle, Rear: minimum load*

21,000 lbs.      C152      \$328.00      S/E      \$77.00

*Batteries*

3 12-volt, 950-CCA each      C163      S/E      S/E      \$256.00

*Brake Dust Shield*

Brake dust shield on all wheels      C170      S/E      S/E      N/C

*Brakes, ESC*

Electronic Stability Control for Air Brakes      C172      S/E      S/E      S/E

*Brakes, Traction Control*

For air brakes      C180      S/E      S/E      S/E

*Engine*

Cummins ISB 240 hp w/PTS2500 trans      C202      \$2,539.00      \$500.00      N/C

*Engine Hood*

Soft Close Hood Support      C230      S/E      N/A      N/C

*Fan Drive*

Electromagnetic On/Off Type      C195      \$98.00      S/E      N/C

*Fuel Tank*

Increase to 100-gallon diesel tank      C251      N/A      N/A      N/A

*Full Instrumentation Package (Engine)*

Low Coolant indicator with audible alarm	C260	S/E	S/E	S/E
Idle Management Control				
Programmable	C280	S/E	N/C	N/C
Motor, Starting				
Thermal overcrank protection	C290	S/E	S/E	N/C
Paint, Wheels				
Wheels finish coated black inside and out	C300	S/E	N/C	N/C
Rust Proofing				
Rust proofing fuel tank anticorrosion spray coating	C315	\$478.00	\$160.00	\$280.00
Switches, Ignition				
Keyed alike	C350	N/C	\$3.00	\$9.00
Tires				
10R22.5 steer fr, mud/snow rear, Continental	C380	N/A	N/A	(\$262.00)
Warranty, Towing				
5 years/100,000 miles	C470	\$800.00	\$700.00	\$560.00
Winter Warmup Equipment				
Winter front	C490	\$33.00	\$75.00	N/C

### Body Options

Air Foil, Rear	B140	\$588.00	\$510.00	\$594.00
Add rear air foil (state brand)				
All Light Monitor System	B160	S/E	\$50.00	\$95.00
Add all light monitor system				
Antenna	B170	N/A	S/E	\$45.00
Flexible rubber radio antenna				
Crossing Gate Arm	B240	\$263.00	\$295.00	(\$15.00)
Air w/stow bracket				
Door, Entrance	B260	(\$169.00)	\$268.00	(\$28.00)
Electric, double out, split type				
Exit, Evacuation Step	B310	\$75.00	S/E	\$98.00
Step & handle at rear door				
Floor Covering	B372	\$393.00	N/A	\$256.00
1 piece, black				
Heater, Mid-body Rear	B431	\$232.00	\$370.00	\$317.00
80,000 BTU				
Lettering and Trim	B451	\$149.00	\$140.00	\$125.00
Replace 2" tape w/6" Scotchlite tape				
Light Visor	B455	S/E	S/E	N/C
Overhead flasher light visor				
Light, Exterior				

B460	Light check system	S/E	S/E	S/E
B521	Mirror System Lever-lock adjustable 6" x 30" Mirror, Timer	S/E	\$50.00	\$95.00
B525	Timer for heated mirror Mirrors, Crossview	S/E	S/E	\$56.00
B531	MirrorLite High Definition, heated Mirrors, Crossview, Arms	N/A	N/A	\$75.00
B555	Stainless steel arms Mirrors, Rearview	S/E	\$30.00	\$38.00
B580	Super Nickel, heated & remote Mirrors, Rearview, Arms	N/A	N/A	\$256.00
B590	Stainless steel arms	S/E	\$32.00	\$37.00
B595	Noise Reduction System Perforated ceiling, full bus Paint, Roof	S/E	\$554.00	S/E
B605	White, polyurethane Power Source	\$303.00	\$202.00	\$325.00
B615	12-volt power source in driver's area Radio & Public Address System	\$31.00	S/E	N/C
B623	AM/FM radio, PA System inside & outside Rust Proofing, Stepwell	N/A	\$513.00	\$291.00
B647	Anti-corrosion spray coating, inside & outside Seat, Driver's	\$244.00	\$350.00	S/E
B668	National air ride w/integrated seat belt, air source Seat, Driver's Belt	\$535.00	\$516.00	\$441.00
B676	Driver's belt, blaze orange Seats, Child Restraint	\$44.00	N/C	S/E
B680	IMMI SafeGuard, floor mount (per seat) (Qty: 2)	N/A	N/A	\$860.00
B690	NexGen 39"CCr, floor mount (per seat) (Qty: 2)	—	\$1,022.00	—
B699	SynTec S3C, 39" floor mount (per seat) (Qty: 2) Seats, Passenger: Color	\$602.00	—	—
B712	Blue/light blue Severe Service Package	N/C	N/C	N/C
B740	Must meet Colorado Racking Test Step Tread	S/E	S/E	N/C
B752	Pebble tread w/non-metal backing Stop Arm Signals	\$27.00	\$321.00	S/E
B763	Transpec 7000, electric, LED lights, front only Storage Compartment Driver's Area	(\$287.00)	(\$315.00)	(\$350.00)

Over drivers sash window Storage Pouch	B781	S/E	\$90.00	\$157.00
Mounted on barrier behind driver	B782	\$21.00	\$14.00	\$75.00
		<b>Configured Price</b>	<b>\$90,924.00</b>	<b>\$91,635.00</b>
				<b>\$93,165.00</b>

**Dealer Options**

REI 12 camera DVR system installed by C3	\$0.00			
REI 12 camera DVR system installed by C3	\$4,400.00			
REI 12 camera DVR system installed by C3		\$4,400.00		\$4,400.00
Cummins 10year 200,000 mile complete engine and aftertreatment warranty	\$6,050.00			
Cummins 10year 200,000 mile complete engine and aftertreatment warranty		\$6,050.00		\$6,050.00
Cummins 10year 200,000 mile complete engine and aftertreatment warranty	\$862.00			
Motorola CM200 2 way radio installed by C3		\$862.00		\$862.00
Motorola CM200 2 way radio installed by C3				\$150.00
Motorola CM200 2 way radio installed by C3				
Shop technology package	\$667.00			
Missing options				
Missing options		\$587.00		

	<b>Hoekstra</b>	<b>Holland</b>	<b>Midwest Transit</b>
<b>Unit Price</b>	<b>\$102,903.00</b>	<b>\$103,534.00</b>	<b>\$104,627.00</b>
<b>Total Price</b>	<b>\$102,903.00</b>	<b>\$103,534.00</b>	<b>\$104,627.00</b>
<b>Grand Total</b>	<b>\$102,903.00</b>	<b>\$103,534.00</b>	<b>\$104,627.00</b>

## **Executive Summary**

### **Schools of Choice – Second Semester 2020-2021**

**Date:** December 7, 2020

**Purpose:** To approve second semester schools of choice slots for 2020-2021.

**Background:** According to Sections 105 and 105c of the Michigan School Code, the Board of Education can open slots for out-of-district students to attend Dexter Community Schools. As a limited schools of choice district, Dexter has traditionally offered fall SOC enrollment only. This year, due to uncertainty created by the COVID-19 pandemic, DCS has had an unprecedented number of mid-year transfer requests, as well as a large number of students who did not return this school year. The unusual movement in both directions is due to families trying to find program options that best fit their family's needs.

Since the pandemic continues to create uncertainty regarding return to full-time in-person instruction, we expect more requests for transfer and are therefore proposing that Dexter add a mid-year application window for the 2020-2021 school year. Having the ability to plan the switch will relieve families and help our staff be more effective in meeting their needs, as well as offset some of the enrollment losses. Students accepted for second semester SOC status will need to be enrolled no later than January 29, 2021.

**Recommendation:** It is the recommendation of the Superintendent that the Dexter Community Schools Board of Education offer an application window with at least two slots for the DHS IB Diploma Programme (1 in 9th grade, 1 in 10th grade) plus a minimum of one student in each grade level from Young Five/Kindergarten through 8th grade, as well as at least one slot for the Virtual School and at least one slot for the Early Middle College for the second semester of the 2020-2021 school year.

**Dexter Community Schools  
Extended COVID-19 Learning Plan  
Reconfirmation Meeting**

**Required 30 Days After Initial Plan Approval and Every Month Thereafter**

**Agenda:**

- Reconfirm how instruction is going to be delivered during the 20/21 school year
- Public comments from parents and/or guardians on the Extended Learning Plan
- Review weekly 2-way interaction rates

**Reconfirmation Meeting for 12-7-2020**

**Reconfirm instructional delivery method:**

See below

**Reconfirm how instruction will be delivered for each grade level:**

Pre-Kindergarten: Jenkins and GSRP, in-person with safety protocols

Elementary (Grades Y5 - 6): Home-based (full Virtual) for students and parents who selected this option. Homeroom (Hybrid) for students and parents who selected this option will continue with remote learning through January.

Middle School (Grades 7 - 8): All students remain virtual until the rate of daily infections decline and the infection rate declines or through mid-January. Once this occurs, within 1 week, building begins to phase in the Homeroom (Hybrid) students and continues to offer full online for virtual (Homebased) students. Consider staying remote until January.

High School (Grades 9 - 12): All students remain virtual until the rate of daily infections declines and the infection rate declines or through mid-January. Once this occurs, building begins to phase in the Homeroom (Hybrid) students and continues to offer full online for virtual (Homebased) students. Begin Workday Wednesdays for students currently at risk of not earning S1 credit, as identified by staff after we are permitted by MDHHS order to return to in-person instruction for grades 9-12. Consider staying remote until January.

**Reconfirm whether or not the district is offering higher levels of in-person instruction for English language learners, special education students, or other special populations:**

DCS has continued to increase the in-person services for special education students (per IEPs), ELL students and other special populations. However, we will move all programs to remote until January.

**Document Public Comments:**

None

### DCS Weekly Interaction Rates

Sec. 98a(1)(i) The district shall publicly announce its weekly interaction rates under this subdivision at each reconfirmation meeting described in subdivision (c) and make those rates accessible through the transparency reporting link located on the district’s website each month.

November 16 - November 21:

School	Count of LastFirst	Average of 1+ Two Ways	Average of 2+ Two Ways
Bates	2	100.00%	100.00%
Creekside Intermediate School	477	99.16%	98.95%
Dexter Alternative School	13	0.00%	0.00%
Dexter Early Elementary Complex	636	99.37%	98.58%
Dexter High School	1149	99.22%	98.61%
Mill Creek Middle School	553	99.10%	98.92%
Wylie Elementary School	482	99.79%	99.59%
<b>Grand Total</b>	<b>3312</b>	<b>98.91%</b>	<b>98.46%</b>

November 23 - November 25:

School	Count of LastFirst	Average of 1+ Two Ways	Average of 2+ Two Ways
Bates	2	100.00%	100.00%
Creekside Intermediate School	477	97.69%	97.06%
Dexter Alternative School	13	69.23%	69.23%
Dexter Early Elementary Complex	636	87.89%	87.89%
Dexter High School	1149	97.56%	95.65%
Mill Creek Middle School	553	98.37%	98.19%
Wylie Elementary School	482	98.55%	97.30%
<b>Grand Total</b>	<b>3312</b>	<b>95.89%</b>	<b>94.93%</b>

November 2 - November 7

Row Labels	Count of LastFirst	Average of 1+ Two Ways	Average of 2+ Two Ways
Bates	1	0.00%	0.00%
Creekside Intermediate School	477	99.58%	99.58%
Dexter Alternative School	12	0.00%	0.00%
Dexter Early Elementary Complex	637	95.60%	95.45%
Dexter High School	1149	98.78%	98.52%
Mill Creek Middle School	551	99.82%	99.82%
Wylie Elementary School	483	99.59%	99.59%
<b>Grand Total</b>	<b>3310</b>	<b>98.19%</b>	<b>98.07%</b>

November 9 - November 13

Row Labels	Count of LastFirst	Average of 1+ Two Ways	Average of 2+ Two Ways
Bates	1	0.00%	0.00%
Creekside Intermediate School	477	99.58%	99.58%
Dexter Alternative School	13	76.92%	76.92%
Dexter Early Elementary Complex	636	99.37%	99.21%
Dexter High School	1148	98.95%	98.26%
Mill Creek Middle School	553	99.64%	99.28%
Wylie Elementary School	483	99.79%	99.59%
<b>Grand Total</b>	<b>3311</b>	<b>99.24%</b>	<b>98.88%</b>

**Post to transparency link on website and provide to CEPI**

**Note: As of 9/30/20, the process for submitting to CEPI has not yet been identified**

***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):

EXECUTIVE DIRECTOR OF HUMAN RESOURCES  
2704 Baker Road, Dexter MI 48130  
734-424-4110  
[hr@dexterschools.org](mailto:hr@dexterschools.org)

#### 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.

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:

Book	Policy Manual
Section	Vol. 35, No. 1 - August 2020
Title	Vol. 35, No. 1 - August 2020 Revised THREATENING BEHAVIOR TOWARD STAFF MEMBERS
Code	po4362.01
Status	From Neola
Adopted	March 17, 2003

#### 4362.01 - **THREATENING BEHAVIOR TOWARD STAFF MEMBERS**

The Board of Education believes that a staff member should be able to work in an environment free of threatening speech or actions.

Threatening behavior consisting of any words or deeds, [including electronic ones](#), that intimidate a staff member or [reasonably](#) cause [anxiety](#) concerning [for](#) his/her physical and/or psychological well-being is strictly forbidden. [Examples of such behavior include: threats to cause bodily harm; stalking; bullying; threats to damage real or personal property at the workplace; unusual behavior that a reasonable person would consider threatening.](#) Any student, parent, visitor, staff member, or agent of this Board who is found to have threatened a member of the staff will be subject to discipline or reported to the authorities.

The Superintendent shall implement guidelines whereby students and employees understand this policy and appropriate procedures are established for prompt and effective action on any reported incidents.

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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	January 11, 2016
Last Revised	June 18, 2019

### ~~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 humiliation 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)

Book	Policy Manual
Section	Vol. 35, No. 1 - August 2020
Title	Vol. 35, No. 1 - August 2020 Revised EMERGENCY REMOVAL, SUSPENSION, AND EXPULSION OF STUDENTS
Code	po5610
Status	From Neola
Adopted	March 17, 2003
Last Revised	April 22, 2019

## 5610 - EMERGENCY REMOVAL, SUSPENSION, AND EXPULSION OF STUDENTS

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.

### Factors to be Considered Before Suspending or Expelling a Student

The Board of Education also recognizes that exclusion from the educational program of the schools is a severe sanction that should only be imposed after careful and appropriate consideration. ~~Except as otherwise noted below with respect to possession of a firearm in a weapon free school zone, if suspension or expulsion of a student is considered, the ( ) Board ( ) Superintendent shall consider the following factors prior to making a determination of whether to suspend or expel:~~

Except as otherwise noted below with respect to possession of a firearm in a weapon free school zone, if suspension or expulsion of a student is considered, the Board (Superintendent) shall consider the following factors prior to making a determination of whether to suspend or expel:

- 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. 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 these factors in making the determination.

### Restorative Practices

The **Superintendent** shall consider using restorative practices as an alternative to or in addition to suspension or expulsion. If the District determines that it will utilize restorative practices in addition to or as an alternative to suspension or expulsion of a student, it will engage in restorative practices which emphasize repairing the harm to the victim and school community caused by the student's misconduct.

Restorative practices should be the first consideration to remediate offenses such as interpersonal conflicts, bullying, verbal and physical conflicts, theft, damage to property, class disruption and harassment and cyberbullying.

If the **Superintendent** decides to utilize restorative practices as an alternative to or in addition to suspension or expulsion, the restorative practices may include victim-offender conferences that:

- A. are initiated by the victim;
- B. are approved by the victim's parent or legal guardian or, if the victim is at least fifteen (15), by the victim;
- C. are attended voluntarily by the victim, a victim advocate, the offender, members of the school community, and supporters of the victim and the offender (the "restorative practices team");
- D. would provide an opportunity for the offender to accept responsibility for the harm caused to those affected, and to participate in setting consequences to repair the harm, such as requiring the student to apologize; participate in community service, restoration of emotional or material losses, or counseling; pay restitution; or any combination of these.

The selected consequences and time limits for their completion will be incorporated into an agreement to be signed by all participants.

### **Due Process**

The Board recognizes exclusion from the educational programs of the District, whether by suspension or expulsion, is the most severe sanction that can be imposed on a student and is one that cannot be imposed without appropriate due process, since exclusion deprives a child of the right to an education. The Board also recognizes that it may be necessary for a teacher to remove a student from class for conduct disruptive to the learning environment, and that such removals are not subject to a prior hearing, provided the removal is for a period of less than twenty-four (24) hours. However, if an emergency removal may result in a suspension, then due process must be ensured.

In all cases resulting in short-term suspension, long-term suspension or expulsion, appropriate due process rights described in Policy 5611 and AG 5610 must be observed. The Principal shall check to make sure the student is not classified as disabled under Section 504. Students with disabilities under IDEA or Section 504 shall be expelled only in accordance with their rights under Federal law.

For purposes of this policy, suspension shall be either short-term (not more than ten (10) days) or long-term (for more than ten (10) days but less than permanent expulsion) removal of a student from a regular District program. The Superintendent may suspend a student for a period not to exceed 10 school days.

For purposes of this policy, unless otherwise defined in Federal and/or State law, expulsion is defined as the permanent exclusion of a student from the District. Students who are expelled may petition for reinstatement as provided below.

### **Emergency Removal or Short-Term Suspension**

A student may be removed from a class, subject, or activity for one (1) day by his/her teacher for certain conduct as specified in the Code of Conduct, or he/she may be given a short-term suspension by the Superintendent. A student so removed

may be allowed to attend other classes taught by other teachers during the term of the one (1) day removal. A student removed from the same class for ten (10) days will be entitled to the process for short-term suspensions outlined in AG 5610. A student removed from the same class for more than ten (10) days will be entitled to the process for long-term suspensions outlined in AG 5610. The Board designates the Superintendent as its representative at any hearings regarding the appeal of a suspension.

### **Long-Term Suspension or Expulsion**

Due process set out in Policy 5611 and AG 5610 shall be followed in all circumstances in which a student may be expelled or suspended for a period of more than ten (10) days.

The Superintendent may suspend a student for a period longer than ten (10) days or expel a student. The Board shall act on any appeal to the decision.

In all cases resulting in short-term suspension, long-term suspension, or expulsion, appropriate due process rights must be observed. In determining whether a student is to be suspended or expelled, District Administrators shall use a preponderance of evidence standard.

The Superintendent shall develop procedures to implement this policy that shall include the following:

- A. strategies for providing special assistance to students in danger of being expelled and not achieving the academic outcomes of the District's core curriculum;
- B. standards of behavior for all students in accordance with District Board policy on student discipline;
- C. procedures that ensure due process; and
- D. provision for make-up work at home, when appropriate.

When making a determination whether or not a student will be expelled or permanently excluded under this policy, the Superintendent shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315 - Information Management (i.e. "Litigation Hold")) created and/or received as part of an investigation. 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) 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.

#### **Persistent Disobedience or Gross Misconduct/CSC Against Another District Student**

Any student may be removed from the classroom, and/or, after consideration of the factors identified above, suspended or expelled for persistent disobedience or gross misconduct or if the student commits criminal sexual conduct against another student enrolled in the District regardless of the location of the conduct. A student may not be expelled or excluded from the regular school program based on pregnancy status.

#### **Physical and Verbal Assault**

Unless a different determination is made after consideration of the factors identified above, the District shall permanently expel a student in grade six or above if that student commits physical assault at school against a staff member, a volunteer, or a

contractor.

Unless a different determination is made after consideration of the factors identified above, the District shall suspend or expel a student in grade six or above for up to one hundred eighty (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."

Unless a different determination is made after consideration of the factors identified above, the District shall suspend or expel a student in grade six 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.

### **Weapons, Arson, Criminal Sexual Conduct**

In compliance with State and Federal law, and unless a different determination is made after consideration of the factors identified above, the District shall expel any student who possesses a dangerous weapon, other than a firearm, in the District's weapon-free school zone (except as noted below), commits either arson or criminal sexual conduct in a school building or on school property, including school buses and other District transportation, or pleads to, is convicted of or is adjudicated of criminal sexual conduct against another student enrolled in the District.

In compliance with State and Federal law, the District shall expel any student who possesses a firearm in the District's weapon-free school zone in violation of State law, unless the student can establish the mitigating factors relating to possession of a dangerous weapon set out below, by clear and convincing evidence.

For purposes of this policy, a "dangerous weapon" is defined by law 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. This definition also includes 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 any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of the explosive, the frame, or the bearer of any such weapon, as well as a firearm muffler, firearm silencer, or any such destructive device.

The District need not expel a student for possession of a dangerous weapon, including a firearm, if the student can establish in a clear and convincing manner the following mitigating factor(s) to the satisfaction of the Board the:

- A. 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; or
- B. weapon was not knowingly possessed; or
- C. student did not know (or have reason to know) that the object or instrument in his/her possession constituted a dangerous weapon; or
- D. weapon was possessed at the suggestion, request, direction of, or with the express permission of the Superintendent 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 he or she fits under one of the exceptions above by clear and convincing evidence, and that the student has no previous history of suspension or expulsion.

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, the student is referred to the Department of Human Services or Department of Community Health within three (3) school days after the expulsion, and the parents are

informed of the referral. Furthermore, if a student who is expelled is below the age of sixteen (16), the Superintendent shall ensure notification of the expulsion is 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 send a copy of this policy to the State Department of Education and shall include a description of the circumstances surrounding the expulsion of the student for possessing a firearm or weapon in the District's weapon-free school zone, together with the name of the District, the number of students so expelled, and the types of firearms or weapons brought into the weapon-free school zone.

A student 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 five (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, adult student, or 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 five (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, or 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 six (6) or above at the time of the expulsion, the parents, legal guardian, adult student, or 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.
- E. Within ten (10) school days after receiving the petition, the Board shall appoint a committee consisting of two (2) Board members, a school administrator, a teacher, and a school-parent representative. During this time period, the Superintendent shall prepare and submit for consideration by the committee information concerning the circumstances of the expulsion and any factors mitigating for or against reinstatement.
- F. Within ten (10) school days after being appointed, the committee shall 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 the following the:
  1. extent to which reinstatement would create a risk of harm to students or school staff;
  2. extent to which reinstatement would create a risk of school or individual liability for the Board or school staff;
  3. age and maturity of the student;
  4. student's school record before the expulsion incident;
  5. student's attitude concerning the expulsion incident;
  6. student's behavior since the expulsion and the prospects for remediation;
- G. The degree of cooperation and support the parent has provided and will provide if the student is reinstated (if the request was filed by a parent), including, but not limited to the parent's receptiveness toward any conditions placed on the reinstatement. Such conditions, for example, might include a written agreement by the student and/or a parent who filed the reinstatement request to accomplish the following:
  1. abide by a behavior contract involving the student, his/her parents, and an outside agency;
  2. participate in an anger management program or other counseling activities;
  3. cooperate in processing and discussing periodic progress reviews;
  4. meet other conditions deemed appropriate by the committee;
  5. accept the consequences for not fulfilling the agreed upon conditions.

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 is not subject to appeal.

In the event a student who has been permanently expelled from another school requests admission to this District, in making its decision, the Board shall follow the same procedure it has established in paragraphs A-F, above, for the reinstatement of a student.

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 procedures set forth above.

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

### **In-School Discipline**

The purpose of this policy is to provide an alternative to out of school suspension. The availability of in-school discipline options is dependent upon the financial ability of the Board to support such a program.

In-school discipline will only be offered at the discretion of the Superintendent for offenses found in the Student Code of Conduct.

The Superintendent is to establish procedures for the proper operation of such a program and to ensure appropriate due-process procedures are followed as applicable. (See Policy 5630.01)

**Due Process Rights - [refer to policy 5611 for information regarding Due Process Rights](#)**

### **Corporal Punishment**

While recognizing that students may require disciplinary action in various forms, the Board does not condone the use of unreasonable force and fear as an appropriate procedure in student discipline.

Staff shall not use physical force or violence to compel obedience. If all other means fail, staff members may always resort to the removal of the student from the classroom or District through suspension or expulsion procedures.

Within the scope of their employment, all staff may use reasonable force and apply restraint to accomplish the following:

- A. restrain or remove a student who refuses to comply with a request to behave or report to the office;
- B. quell a disturbance threatening physical injury to self or others;
- C. obtain possession of weapons or other dangerous objects within the control of the student, for either self-defense; or
- D. the protection of persons or property.

In accordance with State law, corporal punishment shall not be permitted. If any staff member (full-time, part-time, or substitute) deliberately inflicts, or causes to be inflicted, physical pain upon the student (by hitting, paddling, spanking, slapping or any other kind of physical force) as a means of discipline, the staff member may be subject to discipline and possibly criminal assault charges. This prohibition also applies to volunteers and those with whom the District contracts for services.

The Superintendent shall provide guidelines, including a list of alternatives to corporal punishment.

### **Removal, Suspension, and Expulsion of Students with Disabilities**

The District shall abide by Federal and State laws in matters relating to discipline, suspension, and expulsion of disabled students.

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Legal

M.C.L. 380.1301, 380.1309, 380.1310d, 380.1311

20 U.S.C. 3351

State Board of Education, Resolution to Address School Discipline Issues

Impacting Student Outcomes, Adopted June 12, 2012

Book	Policy Manual
Section	Vol. 35, No. 1 - August 2020
Title	Vol. 35, No. 1 - August 2020 Revised DUE PROCESS RIGHTS
Code	po5611
Status	From Neola
Adopted	March 19, 2007
Last Revised	April 22, 2019

## 5611 - **DUE PROCESS RIGHTS**

The Board of Education recognizes the importance of safeguarding a student's constitutional rights, particularly when subject to the District's disciplinary procedures.

To better ensure appropriate due-process is provided a student, the Board establishes the following guidelines which District Administrators shall use when dealing with students:

### A. **Students subject to short-term suspension:**

Except when emergency removal is warranted, a student must be given oral or written notice of the charges against him/her and the opportunity to respond prior to the implementation of a suspension. When emergency removal has been implemented, notice and opportunity to respond shall occur as soon as reasonably possible. The principal or other designated administrator shall provide the opportunity to be heard and shall be responsible for making the suspension decision. An appeal may be addressed to the Superintendent whose decision will be final.

### B. **Students subject to long-term suspension and expulsion:**

A student and his/her parent or guardian must be given written notice of the intention to suspend or expel and the reasons therefor, and an opportunity to appear with a representative before the **Superintendent** to answer the charges. The student and/or his/her guardian must also be provided a brief description of the student's rights and of the hearing procedure, a list of the witnesses who will provide testimony to the **Superintendent**, and a summary of the facts to which the witnesses will testify. The Board shall act on any appeal, which must be submitted in writing, to an expulsion, to a request for reinstatement, or to a request for admission after being permanently expelled from another district (Policy 5610). At the student's request, the hearing may be private, but the Board Superintendent must act publicly.

In determining whether disciplinary action set forth in this policy is to be implemented, District Administrators shall use a preponderance of evidence standard. Further, any individual charged with making a disciplinary determination under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315 - Information Management (i.e. "Litigation Hold")) created and/or received as part of an investigation.

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., R.C. 3319.321) – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) 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.

~~The Superintendent shall establish procedures so that all members of the staff use the above guidelines when dealing with students. In addition, this statement of due process rights is to be placed in all student handbooks in a manner that will facilitate understanding by students and their parents.~~

Book	Policy Manual
Section	Vol. 35, No. 1 - August 2020
Title	Vol. 35, No. 1 - August 2020 Revised FACILITY SECURITY
Code	po7440
Status	From Neola
Adopted	March 17, 2003
Last Revised	May 10, 2010

#### 7440 - **FACILITY SECURITY**

Buildings constitute the greatest financial investment of the District. It is in the best interest of the Board of Education to protect the District's investment adequately. The buildings and equipment owned by the Board shall be protected from theft and vandalism in order to maintain the optimum conditions for carrying out the educational programs.

The Superintendent shall develop and supervise a program for the security of the District's students, staff, visitors, school buildings, school grounds, and school equipment in compliance with State and Federal law. Such a program may include the use of video surveillance and electronic monitoring equipment in appropriate public areas in and around the schools and other District facilities, and on school buses.

Every effort shall be made to apprehend those who knowingly cause serious physical harm to students, staff, visitors and Board property and may require the prosecution of those who bring harm to persons and/or property. The Board will seek repair to rectify the damage or payment of a fee to cover the cost of repair or replacement from the person(s) responsible. A reward may be offered for apprehending such persons.

Appropriate authorities may be contacted in the case of serious offenses.

The Superintendent is authorized to install metal detectors and video surveillance/electronic monitoring equipment on school property in order to protect the health, welfare, and safety of students, staff, visitors and Board property, and other security devices that would assist in the detection of guns and dangerous weapons:

- A. in school buildings;
- B. on District property;
- C. at Board-sponsored/controlled events.

The Superintendent is authorized to install temporary door locking devices as permitted by law in order to protect the health, welfare, and safety of students, staff, visitors and Board property. Notification of the local fire department and law enforcement agency and required inspection in accordance with M.C.L. 388.851d shall be provided before use of the device or system. Training of staff working in the building on the use of the device or system shall be provided and documented.

The Superintendent shall report to the Board, no later than the next Board meeting, any significant incident involving vandalism, theft, personal safety or other security risk and the measures being taken to address the situation.

M.C.L. 388.851d

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Legal M.C.L. 388.851d

These bylaw revisions were approved for first reading at the 6/29/2020 board meeting. At that time, the Board requested legal review. That feedback has been incorporated in this version. Omissions are in red strikethrough; additions are in green.

#### 0143.1 - PUBLIC EXPRESSION OF BOARD MEMBERS

The Board President functions as the official spokesperson for the Board. News releases, articles or interviews with the media which reflect on the policies of the Board or practices of the School District must be cleared with the Board President.

Individual school board members are not authorized to speak on behalf of the school district. The Superintendent and Board President or official designee shall be the only individuals authorized to present the position of the Board of Education to the public as it relates to legal action pending against the School District, the status of ongoing labor negotiations, disciplinary action pending against an employee or student or the status of any criminal investigation to which the District is party.

From time-to-time, however, individual Board members will make public statements on school matters.

Verbal and written statements by Board members, on any matters related to the school district, must clearly identify the individual Board member's name and include the following statement, "This reflects my own individual perspective and does not necessarily reflect the views of the Board, my Board colleagues, or the school district."

- A. This bylaw shall apply to all statements and/or writings by individual Board members not explicitly sanctioned by a majority of its members, except as follows:
1. correspondence, such as legislative proposals, when the Board member has received official guidance from the Board on the matters discussed in the letter;
  2. routine, not for publication, correspondence of the Superintendent and other Board employees;
  3. routine "thank you" letters;
  4. statements by Board members on nonschool matters (providing the statements do not identify the author as a member of the Board);
  5. personal statements not intended for publication.

A Board member's personal or private use of social media may have unintended, negative consequences to the Board member and/or the District, including possible violations of the Open Meetings Act and issues relating to creation of a public record. Postings to social media should be done in a manner sensitive to the Board member's responsibilities, applicable District policies, and legal obligations.

Revised 8/26/13  
Revised 12/10/18  
Revised 4/22/19

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## 0144.2 - BOARD MEMBER ETHICS

Although Board members are citizens with individual rights, they cannot ethically use their board trustee privilege of access to information that may not yet be released to the public to circumvent proper Board functioning as outlined in these Bylaws and in the District's lawfully negotiated contracts.

As members of the Board of Education, Board members will strive to improve public education and to that end they will:

- A. attend all regularly scheduled Board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
- B. recognize that they should endeavor to make policy decisions only after full discussion at publicly held Board meetings;
- C. render all decisions based on the available facts and independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
- D. encourage the free expression of opinion by all Board members, and seek systematic communications between the Board and students, staff, and all elements of the community;
- E. work with the other Board members to establish effective Board policies and to delegate authority for the administration of the District to the Superintendent;
- F. communicate to other Board members and the Superintendent expressions of public reaction to Board policies and school programs;
- G. inform themselves about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by the State and National School Boards Associations;
- H. support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
- I. avoid being placed in a position of conflict of interest, and refrain from using their Board positions for personal partisan gain;
- J. decline gifts or financial support as it relates to their official capacity as a Board member so as to not create a conflict or give the appearance of a conflict;
- K. take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law;
- L. remember always that their first and greatest concern must be for the educational welfare of the students attending the public schools.

Revised 8/26/13

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## 0155 - COMMITTEES

The Board of Education may elect to divide the labor of governing and form Board committees to delve into governing matters in greater detail than is possible at the full Board level. Standing Board committees may include Policy, Finance, Contracts and Negotiations, Superintendent Evaluation, and Facilities. New Board committees may be created as needed. All committees shall be comprised of less than a quorum of the Board.

Any Board committees that are authorized by the school Board to perform a governmental function on the school Board's behalf shall comply with the Open Meetings Act in accordance with the applicable requirements set forth in 0160 Bylaws. A committee may meet in closed session to review the specific contents of an employment application provided when the applicant for employment requests that the information remains confidential. It may not, however, meet in closed session to protect an applicant's identity.

Those Board committees which are purely advisory in nature and are only capable of making recommendations to the full Board for the Board's further consideration and action, are not a public body for the purposes of the Open Meetings Act, but they are required to keep meeting minutes. ~~consistent with bylaws 0168.1 and 0168.2.~~

Ad Hoc Committees may be created and charged by the President, or by a majority vote of the Board, and shall continue to operate until the committee is discharged by the President or by a majority vote of the Board.

Annually, the Board President shall appoint Board members to serve on committees, and appoint a Chair of each committee. The Superintendent shall serve as an ex-officio member of all Board committees.

Committees may include community members and/or District staff. These committee members shall sign a Declaration of Commitment to participate in a manner representing the best interests of the District and District stakeholders and not for their personal agenda, unless specifically appointed to represent a Special Interest Group. The input of community members on Board committees is valued, however only Board members **appointed to the committee** and authorized District staff shall be authorized to vote on Board committees.

All committees shall work collaboratively with the Superintendent and appropriate staff. Per negotiated agreements, the Superintendent shall be the primary point of contact to relay information to and from committees and staff. Committees are authorized to recommend policies related to their area of responsibility to the full Board.

To avoid deliberating with a quorum present, Board members who are not appointed members of a particular committee should refrain from speaking with committee members before, during, or after the committee meeting, including the public participation portions of that meeting, on board business matters.

## **STANDING BOARD COMMITTEES**

### **Policy Committee**

The responsibilities of the Policy Committee include: reviewing and recommending updates to existing policies and bylaws on a regular schedule; reviewing potential new policies; and making recommendations to the Board on all policy issues regarding their revision and adoption. The Committee may use outside policy consultants and shall make recommendations necessary to be in full compliance with all State and Federal laws.

### **Finance Committee**

The responsibilities of the Finance Committee include: oversight of the annual budget preparation; reviewing and recommending the annual budget and budget amendments to the Board; reviewing District financial performance and reporting; reviewing and recommending appropriate financial policies; recommending selection of the District's auditor; working with the District's auditor on the annual audit including meeting with the auditor prior to the audit and reviewing the final Auditor's Report; and any other issues related to the financial activities and health of the District.

### **Contracts and Negotiations Committee**

The responsibilities of the Contracts and Negotiations Committee include developing Board priorities for the negotiating process with collectively bargained contracts. The Committee shall ensure that the full Board is informed and has the opportunity for input into determining appropriate priorities for each labor contract. Committee members may participate in negotiations as appropriate and when desirable for successful results. The Superintendent may request that the Committee review and recommend other employee or non-labor contracts when it is deemed appropriate. The Superintendent or his/her designee shall serve as the Committee Chair.

### **Superintendent Evaluation Committee**

The responsibilities of the Superintendent Evaluation Committee include facilitating the evaluation of the Superintendent by the Board in accordance with the Superintendent's contract, Board policies, and State law, and include meeting specified timelines.

### **Facilities Committee**

The responsibilities of the Facilities Committee include review and oversight of all District facilities including buildings and property. The Committee shall oversee bond proposal preparation and implementation related to construction projects, including working with architects and construction managers as appropriate. The Committee shall monitor projects, including budgets, and will oversee planning for future District needs when appropriate. The Committee will report to the Board when appropriate and make recommendations related to facilities.

## 0161 - PARLIAMENTARY PROCEDURES

The parliamentary authority governing the Board of Education shall be The Complete Idiot's Guide to Parliamentary Procedure Fast Track by Jim Slaughter in all cases in which it is not inconsistent with statute, administrative code, or these bylaws or policies.

### **General Guidelines**

- A. Comments are to be directed toward the presiding chair or the Board as a whole
- B. The maker of a motion speaks before everyone else.
- C. Debate should include pro and con viewpoints.
- D. All members have an opportunity to speak once before anyone speaks a second time.
- E. No one should speak a third time to a motion or proposal without consent of the presiding officer.
- F. Each member shall be allotted seven (7) minutes to speak on a Discussion Item or Action Item with a second opportunity to speak for up to three (3) minutes.
- G. Each member shall be allotted five (5) minutes to speak during the Board Comment period.
- H. The Board may adopt a special rule to limit or extend debate on a topic, if desired.

### 0167.3 - PUBLIC PARTICIPATION AT BOARD MEETINGS

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

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

The presiding officer shall be guided by the following rules:

- A. Public participation shall be permitted at a time as indicated on the meeting agenda and as determined by the presiding officer.
- B. Anyone with concerns related to the operation of the schools or to matters within the authority of the Board may participate during the public portion of a meeting.
- C. Participants shall direct all comments to the Board and not to staff or other participants.
- D. The presiding officer may:
  - 1. prohibit public comments which are frivolous, repetitive, or harassing;
  - 2. interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant;
  - 3. request any individual to leave the meeting when that person behaves in a manner that is disruptive of the orderly conduct of the meeting.

#### **General Rules for Public Participation**

- A. Individuals will be recognized by the Board President or presiding chair when it is their opportunity to address the Board.
- B. Each speaker will be asked to announce his/her name and affiliation before beginning to speak.
- C. One speaker may not yield his/her time to another. No person may speak more than once at either commentary opportunity. No person may speak more than once on the same subject during a single meeting.
- D. If a large group plans to attend, they are encouraged to select up to five (5) representatives to speak on their behalf.
- E. Persons who wish to address the Board at board meetings should complete a Public Comment Card. Cards are available on the District website, from the Superintendent's office, and at all meeting locations. This form should be presented to the Board President or presiding chair at the beginning of the meeting.
- F. While members of the Board and district employees will not answer questions or comments during public participation, the Superintendent or Board President may make a statement of clarification. Persons requesting an individual response shall note the request on the Public Comment Card and include appropriate contact information.
- G. Citizens with concerns or complaints about school employees should use the protocol outlined in board policy 9130: Citizen Complaints. Citizens are encouraged to utilize established channels before bringing the matter to the School Board. Employees have contractual and legal rights and may request a closed meeting if complaints reach the Board level.

- H. Speakers addressing the board shall take into consideration rules of common courtesy. Speakers who make attacks of a personal nature and/or who do not abide by rules of common courtesy will be reminded of such rules by the Board President or presiding chair. Such individuals may be asked to leave the meeting if their behavior is disruptive or interferes with the orderly progress of the meeting.
- I. Audio or video recordings are permitted subject to the following conditions:
  - 1. No obstructions are created between the Board and the audience.
  - 2. No interviews are conducted in the meeting room while the Board is in session.
  - 3. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

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

#### **First Public Commentary**

The first public commentary, scheduled near the beginning of all Board meetings and workshops, ~~and committee meetings~~, shall be limited to an accumulated time of thirty (30) minutes. Time may be extended at the discretion of the Board President or presiding chair.

Individual speakers will be allotted a maximum of five (5) minutes, however, the time may be reduced if a large number of persons wishes to address the Board. In these instances, the number of speakers will be divided equally into the thirty (30)-minute time limit. For example, if ten (10) persons wish to address the Board, each individual will be given three (3) minutes.

#### **Second Public Commentary**

The second opportunity for public commentary, scheduled near the end of all Board meetings, shall be limited to an accumulated time of fifteen (15) minutes. Time may be extended at the discretion of the Board President or presiding chair.

Persons who wish to address the Board during the second opportunity for public participation shall form a line at a location to be designated and will be recognized by the Board President or presiding chair in the order of assembly.

Individuals will be allotted a maximum of three (3) minutes, however, the time may be reduced if a large number of persons wishes to address the Board. In these instances, the number of speakers will be divided equally into the fifteen (15)-minute time limit. For example, if fifteen (15) persons wish to address the Board, each individual will be given one minute.

#### **Virtual Meetings**

- A. Individuals will be recognized by the Board President or presiding Chair when it is their opportunity to address the Board. They will be unmuted to speak for their allotted time and muted when that time concludes.
- B. Each speaker will be asked to announce his/her name and topic, state their address, and say whether they want a personal response before beginning to speak.
- C. The total number of speakers and time to speak shall be determined by participants raising their hands in the virtual meeting when requested to do so.

Revised 10/20/03  
Revised 3/7/05  
Revised 7/6/10

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## 0168.1 - OPEN MEETING MINUTES

The Superintendent shall designate a person to keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is called. These minutes must be approved by the Board and endorsed by the Secretary at the next meeting. The minutes shall include all roll-call votes taken at the meeting. Proposed minutes shall be available for public inspection not later than eight (8) business days after the meeting to which the minutes refer. Approved minutes shall be available for public inspection not later than five (5) business days after the meeting at which the minutes are approved. The minutes shall be available for inspection on the District's website or at the Superintendent's office and shall be available for purchase at a fee estimated by the business office to cover the cost of printing and copying.

The Board Secretary shall not include in or with its minutes any personally identifiable information on any student of the District which if released, would prevent the public body from complying with the Family Educational Rights and Privacy Act of 1974.

The minutes shall show only action taken.

Minutes of the preceding meetings shall be approved by the Board at its next regular meeting.

The official minutes shall be bound together by years and kept in the office of the Board of Education.

Revised 6/3/05  
Revised 6/19/17

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M.C.L. 15.269, 380.1201

### 0168.3 - COMMITTEE MEETINGS

Any Board Committee, whether standing or appointed ad hoc, which is authorized by the School Board to exercise governmental or proprietary authority on behalf of the Board must comply with the Open Meetings Act, provisions in 0168.1 and 0168.2 regarding meeting minutes, and Public Participation provisions in 0167.3. Committees that are empowered to take action, or otherwise deliberate in place of the Board are subject to this requirement.

Those committees which are purely advisory in nature and are only capable of making recommendations to the full board for the board's further consideration and action, are not a public body for the purposes of the Open Meetings Act, but they are required to keep meeting minutes. ~~consistent with bylaws 0168.1 and 0168.2.~~

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## 9120 - COMMUNICATIONS WITH THE GENERAL PUBLIC

The Board of Education encourages appropriate communication with the public by school personnel. Communications should reflect the commitment of the Dexter Community School District to providing a quality education program and providing supportive services to the school community.

News releases, articles or interviews with the media by staff which reflect on the policies of the Board or practices of the School District must be cleared with the Superintendent.

The Superintendent and Board President or official designee shall be the only individuals authorized to present the position to the Board of Education to the public as it relates to legal action pending against the School District, the status of ongoing labor negotiations, disciplinary action pending against an employee or student or the status of any criminal investigation to which the District is party.

T.C. 5/7/18

**Dexter Community Schools  
Finance Committee  
Meeting Minutes  
November 16, 2020**

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Board Committee Members Present – Elise Bruderly, Dick Lundy, Julie Schumaker (Chair)  
Other Board Members Present - Barbara Read arrived at 3:19 pm, set up a phone on a stand, and left the meeting at 4:38 pm  
Staff Committee Members Present – John Heuser, Sharon Raschke, Chris Timmis  
Community Committee Members Present – Daniel Alabr  (via Zoom)  
Others Present – Kim Lindsay (Rehmann Robson); Business Office Staff: Lisa Jones, Beckie Sterlitz, Mike Wagner, Donna Wahr; Food Service Staff: Jennifer Mattison

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Meeting convened at 3:15 pm. The meeting was conducted in person and virtually via Zoom.

#### Approval of Minutes

A motion was made by Dick Lundy to approve the finance committee meeting minutes of September 15, 2020. Elise Bruderly seconded the motion. Roll Call Vote. Motion Carried (unanimous).

#### Audience Participation

Sharon Raschke introduced the Business Office and Food Service staff who were present to hear the Audit Presentation.

#### Discussion Items

1. 2019-20 Audit Presentation

Kim Lindsay presented the financial audit for the fiscal year end 2019-20 and answered questions. He also discussed the management letter. He presented the Single Audit and reported on the findings. The financial audit will be presented to the full Board at tonight's meeting.

Meeting adjourned at 4:45 pm.

**Dexter Community Schools  
Finance Committee  
Meeting Minutes  
December 2, 2020**

via Zoom due to COVID-19, Webinar ID 820 4438 4279

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Board Committee Members Present – Elise Bruderly (City of Dexter), Dick Lundy (Lima Township), Julie Schumaker (Chair, Webster Township)

Other Board Members Present - None

Staff Committee Members Present – Jessica Baese (Whitmore Lake), John Heuser (City of Dexter) (joined at 2:38 pm), Sharon Raschke (City of Dexter), Chris Timmis (City of Dexter)

Community Committee Members Present – Daniel Alabré (Webster Township)

Others Present – S. Read

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Meeting convened at 2:35 pm.

#### Approval of Minutes

A motion was made by Dick Lundy to approve the finance committee meeting minutes of November 16, 2020. Elise Bruderly seconded the motion. Roll Call Vote. Motion Carried (unanimous).

#### Audience Participation

None

#### Discussion Items

##### 1. 2020-21 November Budget Amendment

The Committee reviewed and discussed the November budget revision. A motion was made by Dick Lundy that the Finance Committee recommends the Board approve the November revisions as presented. Daniel Alabre seconded the motion. Roll Call Vote. Motion Carried (unanimous). The budget revision will be presented to the Board on December 7.

Meeting adjourned at 4:01 pm.