

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3305 *Sale or Lease of District Property*

The District may, in accordance with applicable law, sell, lease, or otherwise convey (each, a “transfer”) its property, whether real or personal. Subject to Board parameters and legal review, the Superintendent may obtain, negotiate, or modify transfer documents for any Board-authorized transfer of District property.

- A. The District may consider both solicited and unsolicited offers to transfer its property. The District may market its property through any lawful process, including employing a real estate broker, publicly listing the property for a specific price, soliciting bids, or holding an auction.
- B. The Superintendent or designee will contact the District’s financial advisor or legal counsel to investigate any tax consequences from the transfer of District property financed with tax-exempt obligations.
- C. The District may only transfer its property in exchange for fair value, which value may be non-monetary. An appraisal may be obtained but is not required.
- D. The District may not impose a deed or use restriction that is prohibited by law.
- E. The transfer of District real property is exempt from transfer tax.

Legal authority: Const 1963, art 9, § 18; MCL 123.1045; MCL 207.505, 207.526

Date adopted: 11/16/2020

Date revised: 1/15/2024

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3303 *Gifts and Donations*

The Board recognizes and appreciates the generosity and support it receives in the form of gifts, donations, and voluntary contributions (“Donations”) from individuals, companies, parent/guardian support groups, the community, and other donors.

The District requests that substantial Donations be accompanied by Form 3303-F Gifts and Donations. All Donations made for a particular purpose must be accompanied by Form 3303-F.

A. Accepting Donations

1. Donations must be lawful and support an educational purpose.
2. Donations accepted by the District will become public funds or public property unless an exception is provided under applicable law.
3. The Board authorizes the Superintendent or designee to accept Donations of personal property on behalf of the Board with an estimated fair market value of \$10,000 or less. The Board retains authority, in its discretion, to accept Donations of personal property exceeding \$10,000.
4. The Board must approve all Donations of real property, regardless of value.
5. Donations accepted by the District will be used for any specific purpose identified by the donor provided the purpose is lawful and consistent with the District’s interests and objectives. A donor may identify the specific purpose of the Donation and any other lawful conditions using the District 3303-F.
6. Except as required by law, the District does not have an obligation to replace a Donation that is lost, destroyed, or becomes obsolete.

B. Scholarships are governed by Policy 3207.

C. A donor is solely responsible for any tax consequences related to a Donation.

Legal authority: MCL 123.905; MCL 400.271, et seq.

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3302 *Acquisition of Real Property*

The Board may acquire real property for any purpose and through any means permitted by law.

- A. Acquisition costs must be reasonable, as determined by the Board. Reasonable cost may not be the same as fair market value.
- B. Subject to Board parameters and legal review, the Superintendent may obtain, negotiate, modify, and execute transaction documents for any Board-authorized acquisition of real property.
- C. The Board may meet in closed session to discuss the purchase or lease of real property as permitted by law.
- D. When title to real property is acquired, the District should provide written notice via registered mail to the local tax assessor by December 31 of the year of acquisition that the property will be tax-exempt.

Legal authority: MCL 15.268; MCL 207.501 et seq., 207.521 et seq.; MCL 380.553, 380.1225, 380.1351 et seq.; MCL 565.351 et seq.

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3301 *Purchasing and Procurement*

This Policy applies to all purchases of materials, supplies, and equipment. Purchases acquired through lease financing are governed by this Policy, but true leases (i.e., rental agreements) are not.

A. Responsibility for Purchasing

The District's administration, under the Superintendent's supervision, may purchase items for the District, subject to any parameters established by the Board.

B. When Competitive Bidding is Required

1. The District must competitively bid the purchase of an item or group of items costing an amount equal to or greater than the then-current state bid threshold published annually by MDE.
2. The District does not need to competitively bid a purchase in an emergency or if competitive bidding is not required by law.
3. The District will not artificially segregate purchases into smaller orders to avoid the bid threshold.

C. Bidding Procedure

1. The District may competitively bid a purchase using 1 or more of the following methods:
 - a. Requesting written price quotations from at least 3 known and practical vendors of an item;
 - b. Distributing a request for proposals to at least 3 known and practical vendors of an item;
 - c. Posting a request for proposals on the District's website or any other website that regularly informs vendors of bid opportunities;
 - d. Selecting a contract awarded to a winning bidder under a bid process operated by a reputable bid cooperative if the District determines, after reasonable due diligence, that the bid procedure used by the bid cooperative was fair and open, resulted in a bid award to the lowest responsible bidder, and the contract price is comparable to current market rates for the purchased item; or

- e. Any other process, in the Superintendent's or designee's discretion, that is likely to result in at least 3 known vendors providing bids for the item sought, regardless of whether at least 3 bids are actually received.
2. Each bidder responding to a request for proposals must certify that it is not an Iran-linked business as defined by MCL 129.312.
3. Awarding Bids
 - a. If competitive bidding is required by law, any contract must be awarded by the Board to the lowest responsible bidder.
 - b. In determining bidder responsibility, the District may take 1 or more of the following into account:
 - The District's experience with the bidder;
 - Others' experience with the bidder;
 - The bidder's history of satisfactory performance or questionable litigation, protests, or disputes;
 - The bidder's capitalization and solvency;
 - The length of time the bidder has been engaged in its business;
 - The recommendation of the District's professional consultants; and
 - Any other factor consistently and lawfully applied.
 - c. In any bid procedure, the District reserves the right to reject any or all bids or waive any informalities or irregularities in the bid process.
4. Michigan-Based Business Preference
 - a. The District may give up to a 10% preference to a bidder that is a Michigan-based business as defined by MCL 18.1268.
 - b. The Michigan-based business preference will not apply if federal funds are used for the purchase.

D. Purchases Using State Aid Act Funds

1. The District will not use state aid to purchase foreign goods or services if American goods or services are available, competitively priced, and of comparable quality.

2. The District will give a preference to goods or services manufactured or provided by Michigan businesses if competitively priced and of comparable quality.
3. The District will give a preference to goods or services manufactured or provided by Michigan businesses owned and operated by veterans if competitively priced and of comparable quality.

E. Purchases Using Federal Funds

Purchases made with federal funds and subject to the federal Uniform Grant Guidance are also governed by Policy 3301A.

Legal authority: 2 CFR 200.1 et seq.; MCL 129.311 et seq.; MCL 380.623a; MCL 388.1764c

Date adopted: 11/16/2020

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Series 3000: Operations, Finance, and Property

3100 General Operations

3120 *Intentionally Left Blank*



Series 3000: Operation, Finance, and Property

3100 General Operations

3118 Title IX Sexual Harassment

Consistent with Policy 3115, 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 its implementing regulations.

This Policy addresses allegations of Title IX sexual harassment that occurred on or after August 14, 2020. Allegations of discrimination, harassment, or retaliation not covered by this Policy 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. Investigating other forms of discrimination, including harassment and retaliation, through this Policy will fulfill the District's investigation requirements under Policies 4104 or 5202, but nothing in this paragraph limits the District's right to determine at any time that a non-Title IX allegation should be addressed under Policies 4104 or 5202 or any other applicable Policy.

The Board directs the Superintendent or designee to designate one or more employees who meet the training requirements in Section M of this Policy to serve as the District's Title IX Coordinator(s). The Title IX Coordinator will designate an Investigator, Decision-Maker, and Appeals Officer, if applicable, for each Formal Complaint made under this Policy. If a Formal Complaint is made under this Policy against the Title IX Coordinator, the Board President will designate the persons who will serve as the Investigator, Decision-Maker, and Appeals Officer and will work with District administrators to ensure that all other requirements of this Policy are met.

The Investigator, Decision-Maker, Appeals Officer, and any person designated to facilitate an informal resolution process 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. Any person serving as the Investigator, Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process must meet the training requirements in Section M of this Policy.

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" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).
 - i. "Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or fondling, directed against another person without the consent of that person, including when that person is incapable of giving consent."
 - A) Rape: (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - B) Sodomy: Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - C) Sexual Assault With An Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - D) Fondling: The touching of the private body parts of another person for the purpose of sexual gratification without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - E) Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

- F) Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.
- 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, Decision-Maker, or person designated to facilitate an informal resolution process 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, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.
8. “Education Program or Activity” means any location, event, or circumstance over which the District exercised 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. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.
12. “Report” means an account of alleged 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 any matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an informal resolution process 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):

Jean Gibson Sturtridge
499 Range Road
Marysville, Michigan 48040
(810) 455-4055

sturtridge.jean@sccresa.org

D. Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made 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.

Any District employee who receives a report of sexual harassment or has actual knowledge of possible sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

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

E. General Response to Sexual Harassment

1. District's Obligation to Respond without Deliberate Indifference

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.

If the Title IX Coordinator receives a report of sexual harassment and the Complainant does not file a Formal Complaint, the Title IX Coordinator must evaluate the information and determine whether to sign and file a Formal Complaint. If the Title IX Coordinator determines not to sign and file a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent.

2. Response to Report of Title IX Sexual Harassment

Upon receipt of a report of sexual harassment, 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.

3. 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.

4. Equitable Treatment

The District will treat the Complainant and Respondent equitably throughout the Grievance Process, which may include offering supportive measures as described in Subsection E(6) of this Policy.

5. Documentation and Recordkeeping

The Title IX Coordinator will document all sexual harassment reports and all incidents of sexual harassment that the Title IX Coordinator receives or personally observes.

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

6. Supportive Measures

After receiving a report of Title IX sexual harassment, 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 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.

7. 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 non-disciplinary 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.

8. Law Enforcement

In appropriate circumstances, a District employee will notify law enforcement or Child Protective Services, consistent with Policies 4202, 5201, and 5701.

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 notify the parties in writing of the delay and the reasons for the delay.

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 and concludes the date the parties receive the Appeals Officer's written decision or the date on which an appeal is no longer timely. The District will endeavor to complete the Grievance Process within 90-120 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, Appeals Officer, 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, the Decision-Maker finds the Respondent responsible for the alleged conduct.

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer 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 District Policy, as applicable, and any applicable 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 a determination of responsibility within 30 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. 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, or either party may request the 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. The Title IX Coordinator will determine the informal resolution process that will be used, including the person who will facilitate that process.

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 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:

- a. Allegations;
- b. Informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
- c. Right to withdraw from informal resolution and resume the Grievance Process at any time prior to agreeing to a resolution; and

- d. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared

4. Investigation

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

a. Investigation Process

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, the District is not responsible for any associated costs. 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 L 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.

b. 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.

The Investigator will endeavor to complete the investigation and finalize the report within 60 days.

5. Determination of Responsibility

The Decision-Maker cannot be the same person as the Title IX Coordinator, Investigator, Appeals Officer, or person designated to facilitate an informal resolution process.

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:

- a. Identification of the sexual harassment allegations;
- b. 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.
- c. Factual findings that support the determination;
- d. Conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
- e. 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 Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable 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.
- f. Appeal rights.

2. 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:

- a. A procedural irregularity that affected the outcome.
- b. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.
- c. 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 Title IX Coordinator within 5 calendar days of the date of the determination of responsibility or dismissal decision.

Upon receipt of an appeal, the Title IX Coordinator will assign an Appeals Officer who 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. The Appeals Officer will endeavor to decide an appeal within 30 days.

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

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.

B. 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 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 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 Subsection F(6) 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.

C. 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.

D. Remedies and Disciplinary Sanctions

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.

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

The District will impose disciplinary sanctions consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts. Discipline may range from warning or reprimand to termination of employment, or student suspension or expulsion.

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

1. Assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
2. Additional staff training;
3. A climate survey; or
4. Letters to students, staff, and parents/guardians reminding persons 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 Policy 5206B and the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

B. False Statements

Any person who knowingly makes a materially false statement in bad faith during 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.

C. 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.

D. 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 District Policy.

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 District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

E. Training

All District employees 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)(b) above, including, but not limited to, issues of relevance.

Decision-Makers and Appeals Officers must receive training on issues of evidence and questioning, including, but not limited to, 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, Appeals Officers, 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 must be posted on the District's website.

F. Record Keeping

The District will maintain records related to reports of alleged Title IX sexual harassment 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.

G. 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

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: 9/21/2020

Date revised: 1/15/2024

Series 3000: Operations, Finance, and Property

3100 General Operations

3116 *District Technology and Acceptable Use*

The Board will provide students, staff, volunteers, and other authorized users access to the District's technology resources, including its computers and network resources, in a manner that encourages responsible use. Any use of District technology resources that violates federal or state law is expressly prohibited.

A. Children's Internet Protection Act

The Board complies with the Children's Internet Protection Act ("CIPA") and directs its administration to:

1. Monitor minors' online activities and use technology protection measures on the District's computers with internet access to block minors' access to visual depictions that are obscene, constitute child pornography, or are harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that:
 - a. taken as a whole and as to minors, appeals to a prurient interest in nudity, sex, or excretion;
 - b. depicts, describes, or represents, in a patently offensive way as to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
 - c. taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
2. Use technology protection measures on the District's computers with internet access to block all access to visual depictions that are obscene or that constitute child pornography. The technology protection measures may be disabled by authorized personnel during adult use to enable access to bona fide research or for other lawful purposes. The Superintendent or designee will determine which District personnel are authorized to disable the protection measures.
3. Educate minors about appropriate online behavior, including interacting with other people on social networking websites and chat rooms, as well as cyberbullying awareness and response.
4. Prohibit access by minors to inappropriate matter on the internet.
5. Prohibit unauthorized access, including hacking and other unlawful online activity by minors.

6. Prohibit the unauthorized disclosure, use, and dissemination of personal identification information about minors.
7. Restrict minors' access to materials that are inappropriate for minors. The Board defines materials that are "inappropriate for minors" to include obscene depictions, child pornography, and any other material harmful to minors.
8. Encourage the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communication.

The Superintendent or designee will take steps necessary to implement this Policy and to otherwise comply with CIPA.

B. Acceptable Use Agreement

The Superintendent or designee will develop, review, and revise as necessary an acceptable use agreement that must be signed before a user is provided access to the District's technology resources. Different acceptable use agreements may be developed based on the user's status. At a minimum, the Superintendent or designee will develop an acceptable use agreement to be signed by each of the following groups:

- adult users, including employees, volunteers, and Board members;
- students in grades 7 and above and their parent/guardian; and
- students in grades 6 and below and their parent/guardian.

The acceptable use agreement must be consistent with this Policy and must include, at a minimum, all of the following:

1. A statement that:
 - a. use of District technology resources is a privilege that may be revoked at any time;
 - b. a user has no expectation of privacy when using District technology resources;
 - c. District technology resources use may be monitored by the District and that the use may be subject to FOIA or disclosure in litigation;
 - d. District technology resources may not be used to bully, harass, or intimidate others;
 - e. misuse of District technology resources may result in loss of access to the resources and potential disciplinary action; and

- f. the District does not guarantee that the District's technology resources will be error free or uninterrupted.
- 2. Provisions to protect the integrity of District technology resources, including a requirement that each user only access the resources by using that user's assigned user name and password.
- 3. A list of what constitutes misuse of District technology resources.
- 4. A prohibition against:
 - a. accessing other user accounts or files without authorization;
 - b. conducting personal business or activities;
 - c. accessing pornography;
 - d. communicating inappropriately with students;
 - e. accessing or downloading confidential student information which the employee has no legitimate educational need to know; and
 - f. accessing or downloading unauthorized software or programs.
- 5. A requirement that users report any material that is threatening, harassing, or bullying.
- 6. A release of all claims and liability against the District for use of District technology resources.

C. District Personnel Use

District personnel must comply with Policies 4215 and 4216.

D. State Assessments

During the administration of state assessments (e.g., WIDA, M-STEP, etc.), unless otherwise permitted by this subsection, students and District personnel, including those individuals acting as test administrators, are prohibited from possessing, using, wearing, or otherwise accessing any electronic devices not being actively used for testing purposes when in an active testing session or while on a break when in an active testing session. Pictures, videos, or other communications regarding test content are prohibited during all testing and breaks.

For the purposes of this subsection, an "electronic device" includes any electronic device that can be used to record, transmit, or receive information not used for testing, including but not limited to computers, tablets, iPads, e-readers, smart watches (including Fitbits), smartphones and cell phones, Bluetooth headphones or smart earbuds, or smart glasses.

The Superintendent and building principals are authorized to develop additional building-level rules related to state assessments so long as those rules are not in conflict with this subsection.

1. Students

- a. Students shall leave all electronic devices outside of the testing room or shall power off all electronic devices and surrender them to the test administrator for collection prior to beginning the testing session.
- b. If an additional electronic device is medically necessary for a testing student, the device must be left with the test administrator, unless the student is required to possess the device, in which case the test must be administered to the student by a test administrator in a one-on-one setting and the student must be actively monitored at all times while testing.
- c. During the testing sessions or breaks, students may not access any additional websites or applications on a device used for testing.

2. Test Administrators

- a. Test administrators or other District personnel monitoring or troubleshooting the administration of state assessments must:
 - i. Ensure that all background applications and alternative websites are disabled on testing devices.
 - ii. Actively monitor students in the testing room and verify that students do not have access to additional electronic devices before, during, and after testing, including breaks.
 - iii. Refrain from disturbing the testing environment, including through texting, speaking, or using electronic devices for non-testing purposes (e.g., to complete other work). Test administrators must silence all electronic devices. Test administrators may wear a wearable electronic device (e.g., smart watch or Fitbit), but must ensure that the device is in airplane mode during test administration.
- b. Test administrators may use electronic devices to alert other personnel of issues or emergencies requiring assistance. Such other personnel may use their electronic devices for troubleshooting purposes, but should exit the testing room when engaging in those communications.

3. Penalties

The failure to comply with this subsection may result, as applicable, in employee or student disciplinary action and such consequences as deemed necessary or appropriate by the Michigan Department of Education (e.g., invalidation of an individual student's test, or misadministration of the entire testing session and invalidation of all the students' tests).

E. Public Access to Technology

1. Pursuant to the Michigan Library Privacy Act, each school library offering public access to the internet or a computer, computer program, computer network, or computer system (a “Qualifying School Library”) will limit minors to only use or view those terminals that do not receive material that is obscene, sexually explicit, or harmful to minors. Persons age 18 or older, or a minor accompanied by the minor’s parent/guardian, may access a school library terminal that is not restricted from receiving such material, if any.
2. Only when a Qualifying School Library offers public access as described in subsection D.1., the District must designate at least 1 terminal that is not restricted from receiving such material and at least 1 terminal that is restricted from receiving such material. Library staff must take steps to ensure that minors not accompanied by a parent or guardian do not access the unrestricted terminal. The Superintendent or designee will determine which employees will implement subsection D in each Qualifying School Library.
3. As used in this Policy, “terminal” means a device used to access the internet or a computer, computer program, computer network, or computer system.

Legal authority: 47 USC 254; MCL 397.602, 397.606

Date adopted: 11-16-2020

Date revised: 1-15-2024

Series 3000: Operations, Finance, and Property

3100 General Operations

3109 Curricular Animals

An animal is not allowed on District property except as provided in this Policy, Policy 3108, with the Superintendent's or designee's approval, or as otherwise required by law. Nothing in this Policy diminishes any rights a person with a disability may have to be accompanied by a service animal or other therapy animal on District property. If an animal's handler is not a student or employee, the handler must undergo a criminal history check and any other background check required for employees and volunteers by state law or Policy before being allowed to regularly access District facilities as the handler.

A. Use of Animals for Instructional Purposes

An animal that supports a District program or curriculum or that is otherwise used for instructional purposes is allowed on District property with the Superintendent's or designee's prior written permission.

It shall be the responsibility of the building's Principal or their designee to develop a plan of care for those animals housed in District buildings in the event of a school closing (i.e., snow day, breaks). Animal-specific guidelines established by the Centers for Disease Control must be followed at all times.

B. Therapy Dogs

1. Definition of Therapy Dog

A "therapy dog," differs from an "emotional support animal," "comfort animal," or "companion animal." Therapy dogs are not "service animals" under the Americans with Disabilities Act (ADA) or Board Policy. Therapy dogs are those that have been:

- a. individually trained and certified by an approved therapy dog training organization;
- b. engaged in animal assisted activities and interactions under the direct supervision of a handler; and
- c. managed by a handler who has been individually trained, evaluated, and registered with their therapy dog to provide animal assisted activities and animal-assisted interactions on District property.

A therapy dog must be well-behaved and have a temperament that is suitable for interaction with students and other persons in a public school. A therapy dog is the personal property of its owner, not the District.

2. Standards and Procedures for Therapy Dogs

The following requirements must be satisfied before a therapy dog is allowed on District property:

- a. Request. An owner who wants to bring a therapy dog on District property must submit a written request to the Superintendent or designee. The request must be renewed each school year or whenever a different therapy dog will be used.
- b. Training and Certification. The owner must submit any training or certification information requested by the Superintendent or designee. Any certification required by the District must remain current at all times.
- c. Health and Vaccination. The therapy dog must be clean, well-groomed, in good health, house broken, and immunized against diseases common to such animals. The owner must submit proof of current required licensure from the county or other licensing authority and proof of the therapy dog's current vaccinations and immunizations from a licensed veterinarian, if applicable.
- d. Control. A therapy dog must be under the owner's or handler's control at all times.
- e. Handler. If the therapy dog's handler is a District employee, the therapy dog will not interfere with the employee's primary job responsibilities.
- f. Ownership. Therapy dogs may be provided by a third party, or independently owned by a District employee. If owned by a District employee, the therapy dog must meet the standards of health described above at the owner's expense. Required training for accreditation must be at the owner's expense. The District bears no financial responsibility for the care or feeding of the therapy dog. The District is not responsible for providing any care, supervision, or assistance of the therapy dog.
- g. Transportation. Animals, other than service animals, are not to be transported on school buses. It is the responsibility of the therapy dog's handler to transport the dog to and from school property.
- h. Identification. The therapy dog must wear appropriate identification identifying it as a therapy dog.
- i. No Disruption. The therapy dog's behavior must not disrupt the educational process.
- j. Health/Safety. The therapy dog must not pose a health or safety risk to any student, employee, or other person.
- k. Supervision/Care of Therapy Dogs. The owner or handler is responsible for the supervision and care of a therapy dog, including feeding, exercising, and clean up while the dog is in a District building or on District

property. The District is not responsible for providing any supervision, care, or assistance for a therapy dog.

- l. Authorized Area(s). The owner or handler will only allow the therapy dog to be in those areas that have been pre-authorized by the Superintendent or designee.
- m. Insurance. The owner or handler must submit a copy of an insurance policy that provides liability coverage for any damage or injury caused by the therapy dog while on District property.

3. Exclusion or Removal from School

A therapy dog may be excluded from District property if the Superintendent or designee determines that:

- a. the handler does not have control of the dog;
- b. the dog is not housebroken;
- c. the dog presents a direct and immediate threat to others; or
- d. the dog's presence otherwise disrupts the educational process.

The owner or handler must remove the therapy dog from District property immediately upon such a determination.

4. Allergic Reactions

If any student or employee assigned to a classroom in which a therapy dog is permitted suffers an allergic reaction to the therapy dog, the owner or handler must remove the dog to a different location designated by the Superintendent or designee.

5. Damages to District Property and Injuries

The owner of a therapy dog is solely responsible and liable for any damage to property or injury to persons caused by the therapy animal.

B. Emotional Support Animals

An "emotional support animal" is an animal that has not been individually trained to perform a specific job or task for a person with a disability, but its presence provides comfort or emotional support to others. Emotional support animals are not "service animals" under the ADA or Board Policy.

An emotional support animal is not allowed on District property except as otherwise required by law.

Legal authority: 28 CFR 35.136

Date adopted: 11/16/2020

Date revised: 1/15/2024

Series 3000: Operations, Finance, and Property

3100 General Operations

3105 Visitors and Volunteers

Visitors and volunteers, including parents/guardians, may access the District's property subject to all applicable Policies. The District may deny such access for any lawful reason.

A. Visitors

1. A person may not enter or remain on the District's property if prohibited by law.
2. A person visiting a school building during instructional hours must first report to the building's main office. In the Superintendent's or building principal's discretion, a visitor may be required to sign in, present a form of identification, explain the visitor's purpose, wear a visitor badge, and be escorted while on District property. District personnel that discover a visitor who has not reported to the building's main office will promptly direct the visitor to the building's main office.
3. The District may require advance notice from a person who desires to observe classroom instruction. See also Policy 5401.
4. The building principal or designee may permit a parent/guardian who is a registered sex offender to visit District property to participate in or attend his or her child's school activities. The building principal or designee may require the parent/guardian to comply with other conditions upon visitation, including: a check-in/check-out system, an employee escort while on District property, and a requirement to leave District property immediately upon conclusion of the child's activity.

B. Volunteers

1. A person desiring to volunteer must provide information to the District, including that person's name, address, telephone number, and a form of identification.
2. The District may lawfully require a volunteer to complete an application and consent to a background check as described in Policy 4205.
3. Volunteering is a privilege, not a right. A person does not have any right to volunteer or to perform any particular volunteer assignment. The Superintendent or designee will assess a volunteer's capabilities and determine the appropriate volunteer assignment. The Superintendent or designee may reject a volunteer's request or deny or terminate a volunteer's assignment at any time for any reason that is not unlawful.

4. Volunteer Drivers

- a. A volunteer may only drive a District vehicle with approval of the Superintendent or designee and in compliance with all applicable laws. For purposes of this subsection B.4, a “District vehicle” is a vehicle owned or leased by the District, including a school bus, and a “private vehicle” is any vehicle that is not a District vehicle.
- b. With the Superintendent or designee’s approval, District personnel, an approved volunteer, or a student’s parent/guardian may transport students to and from a school or school-sponsored event in a private vehicle.
- c. Except in an emergency, before a student rides in a private vehicle, the driver must have permission from the student’s parent/guardian to transport the student to or from the school or applicable event. Permission must be in writing if the driver is using a vehicle with a manufacturer’s rated seating capacity of 11 or more passengers.
- d. A volunteer driver must:
 - hold a valid driver’s license appropriate for the vehicle;
 - if required by law, hold a valid chauffeur’s license; and
 - for a private vehicle, provide to the Superintendent or designee’s satisfaction proof of insurance and proof of the vehicle’s lawful registration.
- e. A volunteer driver is responsible for any loss, damage, cost, and liability related to the driver’s operation of a District vehicle or private vehicle.

Legal authority: MCL 28.721 et seq.; MCL 257.6, 257.1807; MCL 380.1137, 380.1230, 380.1230a-h

Date adopted: 11/16/2020

Date revised: 1/15/2024

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3306 Construction Bidding

The Board will comply with applicable laws and this Policy for the construction of a new school building or an addition to or repair or renovation of an existing school building (a “Construction Project”).

A. When Competitive Bidding is Required

1. The District must competitively bid all labor and material for a Construction Project if the project cost exceeds the then-current state bid threshold published annually by MDE (the “Bid Threshold”).
2. The District does not need to competitively bid a:
 - Construction Project costing less than the Bid Threshold;
 - contract for repair in emergency situations;
 - repair normally performed by District employees; or
 - professional consultant contract.

B. Bidding Procedure

1. If competitive bidding is required, the District must follow the bidding procedure prescribed by Revised School Code Section 1267 and award contracts to the lowest responsible bidder.
2. To determine whether a bidder is a responsible bidder, the District may consider the factors enumerated in Policy 3301 subsection C.3.b.
3. If competitive bidding is not required, the District may use any lawful means to procure contracts.
4. Each bidder must certify that it is not an Iran-linked business as defined by MCL 129.312.

C. Alternates

1. Bid specifications may require bidders to submit bids with mandatory alternates or allow bidders to submit voluntary alternates; provided, however, that no voluntary alternate may change the nature of the work.
2. The Board, in its discretion, may award bids based on allowable alternates.

D. Michigan Business Preference

For any Construction Project, the District may apply a preference to a Michigan-based business as described in Policy 3301 subsection C.4.

E. Construction Bidding Using State Aid Act Funds

The purchase of property and services made with state aid must comply with the requirements described in Policy 3301 subsection D.

F. Construction Bidding Using Federal Funds

The purchase of property and services made with federal funds subject to the Uniform Grant Guidance are also governed by Policy 3301A.

Legal authority: 2 CFR 200.1, et seq.; MCL 129.311 et seq.; MCL 380.1267; MCL 388.1764c

Date adopted: 11/16/2020

Date revised: 1/15/2024

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3308 *Distribution of Printed Material and Advertising in School*

District facilities may be used to advertise or distribute printed information for commercial or promotional purposes (“Advertisement”) in accordance with this Policy. An approved Advertisement does not reflect the District’s approval or endorsement of any product, organization, service, or issue referenced in the Advertisement. An Advertisement does not include public recognition or commemoration of District or student organization donors and sponsors.

A. General Restrictions on Advertisements

1. No Advertisement may:

- violate law or Policy or urge a violation of law or Policy;
- lie or mislead;
- advocate the use, or advertise the availability, of tobacco (including e-cigarettes), alcohol, cannabis/marihuana, illegal drugs, or related paraphernalia;
- contain a statement or image that describes or displays profanity, pornography, sexual activity, nudity, violence, serious injuries, or corpses;
- incite violence or advocate the unlawful use of force;
- invade a person’s privacy;
- violate a trademark, copyright, patent, or other intellectual property right;
- include material inappropriate for the maturity level of the students exposed to the Advertisement; or
- create a likelihood of a material and substantial disruption.

2. The District may regulate Advertisement content within legally permitted parameters.

3. The District may determine the size, location, and times of display of all Advertisements.

B. Student Group Advertisements

1. A student group is 1 or more students participating in District-sponsored curricular or extracurricular activities supervised by District personnel, such as an athletic team, student council, academic team, or student club.
2. A student group may use District facilities for that group's Advertisements with the prior approval of the applicable building principal or designee.
3. A non-student group Advertisement that appears within materials produced or distributed by a student group (e.g., yearbooks, student newspapers, and athletics or student club publications) is considered a non-student group Advertisement.

C. Non-Student Group Advertisements

1. A non-student group Advertisement is any Advertisement that is not considered a student group Advertisement or District speech.
2. A non-student group Advertisement must:
 - include a statement explaining that the group is not affiliated with, or endorsed by, the District;
 - receive prior approval from the Board or Superintendent or designee]; and
 - be subject to a written contract with the District describing each party's obligations and rights.
3. A non-student group Advertisement may not reference a political candidate or ballot question.]
4. A non-student group Advertisement, if approved, is intended to generate revenue and does not create a forum for speech or expression.

D. School Bus Advertisements

1. An Advertisement may not appear on the exterior of a school bus.
2. The District may allow an Advertisement in a school bus interior to the extent consistent with MDE's "Advertising Inside School Buses" guidelines: https://www.michigan.gov/documents/mde/Advertising_Inside_School_Buses_325476_7.pdf. A school bus Advertisement is otherwise subject to the same restrictions and approval procedures as other Advertisements.

E. District Speech

An Advertisement does not include material used to promote, inform, or collect funds for a product or service the District uses or authorizes in the performance of its educational operations, regardless of whether the product or service is provided by a non-student group. That material is considered the District's speech. Examples include, but are not limited to, material distributed by District

vendors whose products or services the District uses or encourages students or staff to use.

Legal authority: MCL 257.1833

Date adopted: 11/16/2020

Date revised: 1/15/2024

Series 3000: Operations, Finance, and Property

3300 Facilities, Real, and Personal Property

3301A Purchasing and Procurement with Federal Funds

This Policy applies to purchases of property and services with federal funds that are subject to the Uniform Grant Guidance. All terms in this Policy have the same meanings as defined in federal regulation (2 CFR 200.1-99).

A. State Law Requirements Still Apply

Bidding requirements under Policy 3301 and Policy 3306, as applicable, remain enforceable in addition to any requirements in this Policy.

B. Procurement Methods

When bidding is required, the District must use 1 of the following procurement methods that includes information sufficient to inform all potential bidders about the District's technical, service, and bid procedure requirements:

1. Purchases up to \$10,000 (micro-purchases)

- a. To the extent District administration determines that the cost of the purchase is reasonable, micro-purchases may be made or awarded without bidding in accordance with this Policy. For purposes of this subsection, "reasonable" means the purchase is comparable to market prices for the geographic area.
- b. To the extent practicable, the District will distribute micro-purchases equitably among qualified suppliers.

2. Purchases between \$10,000 and \$250,000 (small purchase procedures)

The District will use a bidding procedure in Policy 3301 subsection C.1., except that the District may use the bidding procedure in subsection B.1.a, above, for purchases up to the then-current state bid threshold published annually by MDE if the District satisfies the annual certification requirements of 2 CFR 200.320(a)(1)(iv).

3. Purchases over \$250,000

- a. The District must either receive sealed bids through formal advertising or prepare a comprehensive request for proposals and submit it to at least 5 sources.
- b. With either method, the District will perform a price analysis, making an independent estimate of costs before receiving bids.

- C. The District will take affirmative steps to assure that minority-owned businesses, women's business enterprises, and labor surplus area firms are included in bidding opportunities.
- D. A person may protest the veracity, conformity, or eligibility of a bid. The District will handle bid protests as follows:
 - 1. Within 48 hours of the time bid results are available, the protesting person will submit a written protest to the Superintendent describing in detail the nature of the protest;
 - 2. The Superintendent or designee will review the written protest, and the Superintendent may bring it to the Board's attention in the Superintendent's discretion; and
 - 3. A person's failure to file a protest as described above is an irrevocable waiver of the bid protest.

Nothing in this Policy reduces or eliminates the District's rights or protections afforded under the law.

- E. The District will retain all bids and formal bid solicitation documents for a period of 6 years after the bid opening date, or longer if required by law.

Legal authority: 2 CFR 200.1 et seq.

Date adopted: 11-16-2020

Date revised: 1-15-2024