BOARD OF EDUCATION MEETING PACKET

May 7, 2025

7:00pm

Bates Boardroom

DEXTER COMMUNITY SCHOOLS

Our Vision:

Champion Learning –

Develop, Educate, and Inspire!

DEXTER COMMUNITY SCHOOLS

BOARD OF EDUCATION MEETING
WEDNESDAY MAY 7, 2025 – 7:00 P.M.
BATES BOARDROOM
2704 BAKER RD. DEXTER MI 48130
734-424-4100

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.

MEETING AGENDA

A. CALL TO ORDER – Roll Call

B. MEETING MINUTES (4/28/2025)

C. APPROVAL OF AGENDA

D. SCHOOL PRESENTATIONS – none

E. PUBLIC PARTICIPATION (up to ~30 minutes; max 5 per person)

F. ADMINISTRATIVE & BOARD UPDATES
1. Superintendent
   a. Bond Update
   b. Staffing Update
   c. Al Ritt Scoreboard Update
2. Board President
3. Student Representatives

G. CONSENT ITEMS
1. Personnel - Resignation

H. ACTION ITEMS
1. Policies - First Reading

I. DISCUSSION ITEMS
1. IB Sports Resource Proposal
2. WISD Budget

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

K. BOARD COMMENTS

L. INFORMATION ITEMS
1. Policy Minutes 4/25/2025
2. SEAB Minutes 3/19/2025
3. Al Ritt Sign Scoreboard Summary

M. CLOSED SESSION – none

N. ADJOURNMENT

CALENDAR

***May 19, 2025 - Board Community Chat 6:15-6:45pm Bates Boardroom**
*May 19, 2025 - Board Meeting - 7:00 pm Bates Boardroom
*June 9, 2025 - Board Meeting - 7:00 pm Bates Boardroom
*June 23, 2025 - Board Meeting - 7:00 pm Bates Boardroom

Public Participation Policy 2504: *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 OF EDUCATION MEETING NOTES
APRIL 28, 2025

A. CALL TO ORDER

1. Roll Call

B. MEETING MINUTES

* An appropriate motion might be, "I move that the Board of Education approve the attached minutes from April 14, 2025 as presented/amended."

C. 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

E. PUBLIC PARTICIPATION (full guidelines at link)

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 so the time may be divided equally. Each speaker will be asked to announce their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a public comment form available at the meeting entrance and on our website.

F. ADMINISTRATIVE & BOARD UPDATES

1. Superintendent
   a. Bond Update
   b. Staffing Update
2. Board President
3. Student Representatives

G. CONSENT ITEMS

1. Personnel - Resignation

Your packet includes a resignation from Katherine Kuzma effective April 22, 2025.

* An appropriate motion might be, "I move that the Board of Education acknowledge Katherine Kuzma's resignation."

H. ACTION ITEMS

1. Policies - First Reading

Your packet includes five new policies:

- 4113 *Michigan Earned Sick Time Act*
- 4105A *Pregnancy Workplace Accommodations for Employees and Applicants*
- 4105B *Religious Workplace Accommodations*

- 5714 *Threat Assessment and Response*
- 5715 *Student Oral Health Assessment*

as well as nine policies with nine updated policies:

- Current policy 3115 *Nondiscrimination and Retaliation* has legal updates and has been organized into several smaller policies (numbers 3115, 3115A, 3115B, 3115C, 3115D, 3115E, 3115F, and 3115H; 3115G is reserved as a placeholder) for easier reading.
- Policy 3118 *Title IX Sexual Harassment* also has legal updates.

The policy committee reviewed the new policies and updates at their meeting on 4/25/2025 and has recommended them for first reading this evening.

* An appropriate motion might be, "I move that the Board of Education approve policies 4113, 4105A, 4105B, 5714, 5715, 3115, 3115A, 3115B, 3115C, 3115D, 3115E, 3115F, 3115H, and 3118 for first reading."

I. DISCUSSION ITEMS

1. IB Sports Resources Proposal
This evening's packet includes a proposal to purchase new resources for DHS course IB Sports. Staff will be present to answer questions. This item is presented for discussion.

2. WISD Budget
Your packet includes 2025-26 proposed budget documents from the WISD and a sample resolution. A summary presentation is available at this link. The Board must adopt a resolution of support or indicate specific recommendations for changes before June 1, 2025. This item is presented for discussion only this evening.

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

Each speaker is allotted a maximum of 3 minutes for a total of 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 so the time may be divided equally. Each speaker will be asked to announce their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a public comment form available at the meeting entrance and on our website.

K. BOARD COMMENTS

L. INFORMATION ITEMS

1. Policy Minutes 4/25/2025
2. SEAB Minutes 3/19/2025
3. Al Ritt Scoreboard Summary
4. Separation Agreement and Case Withdrawal/Dismissal

M. CLOSED SESSION – none planned

N. ADJOURNMENT

DEXTER COMMUNITY SCHOOLS
BOARD OF EDUCATION MEETING MINUTES
APRIL 28, 2025

A. CALL TO ORDER – 7:00pm

Roll Call

Members Present: Daniel Alabré, Brian Arnold, Elise Bruderly, Michael Cipolla, Jennifer Kangas, Amy Reiser (7:03pm), Melanie Szawara
Members Absent: Student Representatives Claire Beneteau and Marty Watson
Administrative & Supervisory Staff: Ryan Bruder, Barb Leonard, Craig McCalla, Chris Timmis, Hope Vestergaard
Guests: Mara Greatorex, Jeannette Kiernan, Jeff and Liam Hodgkins, Mike Kiernan, Juliana and Matthew Cheney.

B. MEETING MINUTES

Melanie Szawara made a motion to approve the minutes from 4/14/2025 as presented. Jennifer Kangas seconded the motion. **Motion Carried (unanimous).**

C. APPROVAL OF AGENDA

Melanie Szawara made a motion to approve the agenda as presented. Michael Cipolla seconded the motion. **Motion Carried (unanimous).**

D. SCHOOL PRESENTATIONS – none

E. PUBLIC PARTICIPATION – none

F. ADMINISTRATIVE & BOARD UPDATES

1. Superintendent Update

Dr. Timmis:

- Noted that the Kate Boynton Memorial Walkway sign has been installed at the top of the bus hub;
- Reviewed the Bond Steering Committee facility analysis and decision-making process. Following a comprehensive facilities assessment, 30+ committee members met over several months to cap off a year-long process that identified work that needs to be done immediately; work that needs to be done within 1-5 years; work that needs to be done within 10-15 years, and work that is anticipated to be needed 15+ years out. After the analysis of necessary projects and ideal program enhancements, the total was $300+ million; the committee whittled down their recommendations to total $241.8 million, which could be accomplished while keeping the millage rate at 8.5 mills. Of that total, $180-200 million represents necessary work. Timmis also noted that sale of the bonds in four series gives DCS flexibility to respond to variables [such as property values and interest rates]; staying in the School Loan Revolving Fund enables DCS to get better interest rates and keep the millage rate steady.
    - Jennifer Kangas noted that she's seen questions about the need for the proposed indoor athletics facility. Dr. Timmis responded that the DHS Gym is booked an average of forty hours per week

outside of the school day, year-round. Other gyms in the district are used at similar rates. Teams and community members are constantly in need of more indoor space.

2. Board President Update
Elise Bruderly reminded everyone that accurate and detailed information regarding the bond proposal can be found at dexterschools.org/2025-bond. The FAQ is updated as questions come in from the community; Bruderly thanked district staff for keeping that information updated.

3. Student Representatives Update – **none**

G. CONSENT ITEMS

1. Melanie Szawara made a motion that the Board of Education approve the consent items in bulk. Brian Arnold seconded the motion. **Motion Carried (unanimous).**

- The Board of Education offered Hayley Oles, Margie Portice and Megan Roth probationary teaching contracts for the 2025-2026 school year.
- The Board of Education acknowledged Amy Sumner's retirement effective June 30, 2025.
- The Board received the March 2025 budget report.

H. ACTION ITEMS

1. Wylie Principal
Melanie Szawara made a motion that the Board of Education offer Jeannette Kiernan a probationary administrator contract for the 2025-2026 school year. Daniel Alabré seconded the motion. **Roll Call Vote. Motion Carried (unanimous)**

2. Policies - First Reading
Melanie Szawara made a motion that the Board of Education approve policies 3305 and 4220 for second reading and final approval. Daniel Alabré seconded the motion. **Roll Call Vote. Motion Carried (unanimous)**

3. Wylie Walk-in Freezer/Cooler Replacement
Daniel Alabré made a motion that the Board of Education award the contract for the Wylie Walk-In Freezer/Cooler to Adrian Mechanical Services for $84,302 and include a contingency price of $25,000 for a total price not to exceed $109,302. Brian Arnold seconded the motion. Motion carried. **Roll Call Vote. Motion Carried (unanimous)**.

4. Retirement Non-Spiking Resolution

On April 15, 2025, a settlement was reached on an 8-year-old legal case regarding school employees and the Office of Retirement Services (ORS) calculations. The settlement included a process for local boards to affirm that payments given to employees who retire were not intended to create a spike in their retirement calculations. The attached resolution was crafted by DCS attorneys to provide the necessary documentation for district retirees.

Brian Arnold made a motion that the Board of Education approve the attached Retirement Non-Spiking Resolution. Michael Cipolla seconded the motion. **Roll Call Vote. Motion Carried (unanimous)**.

I. DISCUSSION ITEMS

1. Quarterly Financial Narratives

Trustees discussed detailed financial summaries for the quarter ending March 31, 2025. These were prepared by department directors, building principals, and business office staff. Several trustees expressed their appreciation for the level of detail in the building and department reports.

J. PUBLIC PARTICIPATION - none

K. BOARD COMMENTS

1. Melanie Szawara shared that 8th graders are in Washington D.C. this week and mentioned the 7th graders are enjoying the relative quiet. She also noted that district athletic fields, especially baseball and softball, are full every evening and all weekend long.
2. Daniel Alabré noted that community clubs/teams have had to go to other districts for practice and competition spaces because DCS is so full. He pointed out that this is not a great way to foster the development of home-grown teams.
3. Jennifer Kangas shared that the Drama Club's production of Mamma Mia! was amazing and emphasized the incredible amount of work that happens in a two-month span to put these shows on. She also noted that the bond millage is important for her; the steering committee put in a lot of work to put the proposal together; she is glad that the millage rate will not increase; she reminded everyone that [if the bond proposal passes], all planned work will be individually reviewed and approved by the Board–none of the plans are final.
4. Brian Arnold echoed Jennifer Kangas's points and added that he believes the proposed plans do a good job of balancing needs and enhancements while avoiding "fluff"; he also thinks the plans will keep DCS facilities in line with other districts.
5. Elise Bruderly congratulated the Drama Club on their production and noted that the Board of Education received (for the first time ever) a complimentary notice from a reviewer about the show, saying it was the best high school production they'd ever been to.

6. Michael Cipolla shared the Dreadbots postcard that they sent from the First Robotics World Competition in Texas, and noted that they did extremely well, coming in ~80th out of ~3100 teams. They were selected as an alternate by Alliance Team 6; in the Divisional playoffs, Alliance 6 lost in the fourth round ending the Dreadbots season.

L. INFORMATION ITEMS

1. Finance Minutes 4/21/2025
2. Dreadbots Postcard

At approximately 7:38pm, Melanie Szawara made a motion that the Board move into closed session following a five-minute break, for the purpose of discussing negotiations. Jennifer Kangas seconded the motion. **Roll Call Vote. Motion Carried (unanimous)**.

M. CLOSED SESSION *per MCL 15.268 (c)*

1. Negotiations.

At approximately 8:10pm, the Board returned to open session.

N. ADJOURNMENT

At approximately 8:11pm, President Elise Bruderly adjourned the meeting.

MINUTES/hlv

_____
Daniel Alabré
Secretary, Board of Education

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113 Michigan Earned Sick Time Act (ESTA) [Required for Districts with At Least 10 Employees] [Note: If the District has less than 10 employees, please contact the Thrun Board Policy Administrator to receive a different version of this ESTA policy.] NEW POLICY

A. General

Eligible employees will accrue paid leave as provided by the ESTA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook remain in place and may provide additional paid leave time that is not provided by the ESTA.

Unless otherwise agreed with union representation, the ESTA does not apply to employees subject to a conflicting collective bargaining agreement in effect on February 21, 2025, until the collective bargaining agreement expires.

The ESTA does not apply to an employee subject to a conflicting individual employment contract in effect on February 21, 2025.

B. Definitions

1. "ESTA benefit year" means the 12-month period from July 1 to June 30. [Optional: may adjust 12-month period]

2. "Eligible employee" means an employee engaged in service to the District. The following, however, are not eligible employees:

   a. an unpaid trainee or unpaid intern;

   b. a person employed in accordance with the Michigan Youth Employment Standards Act, MCL 409.101, *et seq*; or

   c. positions when the employee may schedule their own working hours as approved by the Superintendent or designee. For those approved positions, the District will not take adverse personnel action for failure to schedule a minimum amount of working hours.

   If a collective bargaining agreement or contract meets the requirements in Section A above, then an employee covered by that contract is not an eligible employee until the contract expires.

3. "Family member" is defined as:

   a. biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands *in loco parentis*;

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b. biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or domestic partner or a person who stood *in loco parentis* when the eligible employee was a minor child;

c. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;

d. grandparent, grandchild, and biological, foster, or adopted sibling; or

e. an individual related by blood or

f. an individual whose close association with the eligible employee is the equivalent of a family relationship.

4. "Earned sick time" means paid leave as allowed by the ESTA.

5. All other ESTA-defined terms apply to this Policy.

C. Wait Period and Leave Reinstatement Upon Re-Employment

A newly hired eligible employee may not use accrued earned sick time until 120 calendar days after the employee's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or the ESTA.

Upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 2 months of the separation.

Accrued earned sick time that is not used before an employee's separation from employment will have no monetary value. If an employee separates from employment and is rehired by the District not more than two (2) months after separation, the District will reinstate previously accrued and unused earned sick time and allow the employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This paragraph does not apply if the District paid the employee the value of the employee's unused accrued earned sick time at the time of separation.

D. ESTA Leave Accrual and Frontloading

1. Leave Accrual

Unless the District frontloads earned sick time under Section D(2), an eligible employee begins accruing earned sick time on February 21, 2025 or the employee's start date, whichever is later.

An eligible employee will accrue 1 hour of earned sick time for every 30 hours worked, but the eligible employee may only use up to 72 hours of earned sick time in a single ESTA benefit year. An FLSA-exempt eligible employee is

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assumed to work 40 hours per workweek unless the employee's normal workweek is less than 40 hours.

Up to 72 hours of unused accrued earned sick time will carry over from ESTA benefit year to ESTA benefit year.

2. Frontloading Leave

For each ESTA benefit year, the District may frontload earned sick time consistent with this policy, a collective bargaining agreement, or individual employment contract.

If frontloading, the District will grant a full-time eligible employee 72 hours of earned sick time at the beginning of an ESTA benefit year. For a part-time eligible employee, the District will provide the employee with:

- a written notice of how many hours the employee is expected to work during the ESTA benefit year at the time of hire;
- an amount of earned sick time at the beginning of the ESTA benefit year that is proportional to the earned sick time the employee would accrue if the employee worked all the hours in that written notice; and
- 1 hour of earned sick time for every 30 hours worked after the employee exceeds the work hours in that written notice.

Frontloaded earned sick time will not carry over from one ESTA benefit year to the next unless authorized in the applicable collective bargaining agreement, individual employment contract, or handbook.

3. Compliance Presumption

The District is in compliance with this Section D if it:

- provides an eligible employee with paid time off in at least the same amounts of time off described in the ESTA that may be used for ESTA purposes or any other approved purpose, with the time used for an ESTA purpose being subject to the ESTA; or
- is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan under the Employee Retirement Income Security Act, subject to certain conditions.

E. Additional Absences

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Additional absences, above and beyond earned sick time under the ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

F. Permissible Uses

An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;

2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;

3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;

4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or

5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

G. Use of Earned Sick Time

If the eligible employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin. If the eligible employee's need to use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request, the eligible employee must provide the District – within 15 days after the request – reasonable documentation that earned sick time was used for an ESTA purpose. The District

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will be responsible for paying the eligible employee's costs in obtaining the requested documentation.

In cases of domestic violence or sexual assault, reasonable documentation includes any of the following:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that the employee or the employee's family member is receiving services from a victim services organization; or
- a court document indicating that the employee or the employee's family member is involved in legal action related to domestic violence or sexual assault.

All health, sexual assault, and domestic violence information and documentation received from an employee about earned sick time remains confidential and will not be disclosed, except to the employee, with the employee's written permission, or as and to the extent required by law.

Failure to comply with notice procedures or document requests to support the use of earned sick time, or using earned sick time for a non-permissible use, may result in discipline, including discharge.

Unless otherwise provided in an employee's collective bargaining agreement, individual employment contract, or handbook:

- earned sick time must be used in hourly[Note: Insert "hourly" or the smallest increment that the District uses to account for absences of use of other time] increments; and
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time.

H. Notice and Recordkeeping

The District will:

1. provide an ESTA notice created by LEO to each eligible employee at hire or by March 23, 2025, whichever is later (see 4113-F);
2. display in a conspicuous location in each of its buildings the ESTA poster created by LEO; and
3. retain for not less than 3 years records documenting hours worked and earned sick time taken by employees.

Legal authority: MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

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Date adopted:

Date revised:

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Series 4000: District Employment

4100 Employee Rights and Responsibilities NEW POLICY

4105A Pregnancy Workplace Accommodations for Employees and Applicants

The District complies with state and federal law prohibiting pregnancy discrimination. The District will provide reasonable accommodations to known limitations related to pregnancy, childbirth, or related medical conditions of a qualified employee absent an undue hardship. The District treats pregnancy or related conditions as any other temporary medical condition for all job-related purposes. For purposes of this policy, the term "employee" includes an applicant for employment where relevant.

For an employee who requires a reasonable accommodation due to a known limitation related to pregnancy, childbirth, or related medical conditions, the employee or the employee's representative must make a proper District official (as identified in Pregnant Workers Fairness Act ("PWFA") regulations) aware of the limitation.

Upon receipt of an accommodation request, the District will begin the interactive process with the employee to consider whether the employee is qualified under the PWFA and, if so, reasonable accommodation options consistent with the PWFA that do not cause undue hardship.

Determining whether an employee is qualified may be a two-step inquiry. First, the District will determine whether the employee can perform the essential job functions of the employee's position with or without a reasonable accommodation. If so, the employee is qualified. If not, then the District will consider the employee to be qualified if: (1) any inability to perform an essential job function(s) is for a temporary period, (2) the essential function(s) could be performed in the near future, and (3) the inability to perform the essential function(s) can be reasonably accommodated without an undue hardship.

Reasonable accommodation requests will not be granted if they cause an undue hardship, as defined by law. The District may require medical documentation supporting the requested accommodation where allowed by law because the information is necessary for assessing the accommodation request. Medical information will be kept confidential.

After considering any relevant medical information, essential job functions, and the employee's requested accommodations, the District will, as appropriate, implement reasonable accommodations for a qualified employee that do not cause an undue hardship. The District is not obligated to adopt the employee's specific accommodation request. The District may engage or re-engage in the interactive process, as necessary.

A reasonable accommodation may include a voluntary leave of absence. If an employee has insufficient leave or insufficient accrued employment time to qualify for leave, or if the District does not maintain a leave policy applicable to the employee, the District will treat any pregnancy or related conditions as a justification for a voluntary leave of absence without pay for a reasonable period of time, at the conclusion of which the employee will be reinstated to the status held when the leave began or to a comparable position without

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decrease in rate of compensation or loss of promotional opportunities, or any other right or privilege of employment.

An employee who believes he/she has been discriminated against under this Policy must promptly file a complaint using the Employment Complaint Procedure in Policy 4104. Legal authority: 42 USC 2000gg et seq.; 29 CFR 1636.1 et seq.; 34 CFR 106.57

Date adopted:

Date revised:

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Series 4000: District Employment

4100 Employee Rights and Responsibilities NEW POLICY

4105B Religious Workplace Accommodations for Employees and Applicants

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

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

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

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

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

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

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5714 Threat Assessment and Response NEW POLICY

[Choose Option 1 or 2]

[~~Option 1:~~

~~The Board is committed to providing a safe environment for all members of the school community. Our commitment to security includes creating and maintaining a safe school climate and supportive culture as a foundation for preventing violence and mitigating risk. To further that commitment, the Board directs the Superintendent to develop and implement threat assessment protocols. Those threat assessment protocols must include training for individuals who administer threat assessments and framework for determining when a threat assessment should be used.~~]

[Option 2:

The Board is committed to providing a safe environment for all members of the school community. To this end, the Board directs the Superintendent or designee to adopt and implement a threat assessment process.

For purposes of this Policy, a threat is defined as: [~~Option A: Insert the definition of a threat under your school's threat assessment process.~~][Option B: Use definition from MDE/MSP joint guidance, which is: an expression of intent to physically or sexually harm someone. This expression may be spoken, written, or gestured. Threats can be expressed directly or indirectly to the victim or others, and threats may be explicit or implied. Threats sometimes, but rarely, involve guns, other weapons, or explosive devices.]

If there is a concern about student self-harm, the building principal or designee should comply with Policy 5710.

A. Reporting Threats

District employees, volunteers, and contractors must immediately report any threat to the Threat Assessment Coordinator. Reports may be made in person, by email, or by telephone. Threats requiring immediate intervention should also be reported to the local law enforcement.

Students are encouraged to immediately report any threat. Threats may be reported to any District employee in-person, by email, or by telephone. Students may also report threats through the OK2SAY program.

B. Threat Assessment Coordinator

The Board designates the following individual to serve as the District's Threat Assessment Coordinator:

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[EXECUTIVE DIRECTOR OF HUMAN RESOURCES]
[734-424-4110]
[HR@DEXTERSCHOOLS.ORG]

C. Threat Response

When a threat is reported, the Threat Assessment Coordinator will determine whether to initiate the District's threat assessment protocol.

Any disciplinary action must be consistent with the Student Code of Conduct and applicable law and policies.

D. Training

All District employees must receive awareness training on this Policy and the District's threat assessment process at least annually. Additional training will be provided as required by the District's threat assessment process.

E. Communication with the School Community about Reported Threats

All communications about reported threats or safety concerns will comply with applicable law, including the Family Educational Rights and Privacy Act.]

Date adopted:

Date revised:

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Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5715 Student Oral Health Assessment NEW POLICY

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

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

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

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

~~[Optional: The District will provide the KOHA Form and information about the KOHA Program in its registration packets.]~~

Legal Authority: MCL 333.9316; MCL 333.9311

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115 Non-~~d~~Discrimination, Anti-Harassment, and Non-Retaliation (including Title IX and Elliott-Larsen Civil Rights Act)

The District does not discriminate on the basis of race, color, national origin, ethnicity, religion, sex (including ~~pregnancy,~~ gender identity~~,~~ or expression, sexual orientation~~),~~ , pregnancy, childbirth, or a related condition), age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally ~~prohibited~~protected basis in admission ~~or,~~ access to District programs and activities~~.~~

~~B.~~ ~~Employee complaints of unlawful~~ , or employment. Unlawful discrimination ~~(~~, including unlawful harassment~~)~~ and ~~unlawful~~ retaliation ~~are governed by Policy 4104. Employee complaints of Title IX sexual harassment are governed by Policy 3118.~~, in District programs, services, and activities is prohibited.

~~Student complaints of unlawful~~ The Board directs the Superintendent or designee to designate one or more employees to serve as the District's applicable Coordinator(s), as described in Policy 3115B.

A. Definitions: For definitions related to the District's non-discrimination ~~(including~~ , anti-harassment~~),~~ and ~~unlawful~~ non-retaliation ~~are governed by~~policy, including examples of prohibited conduct, see Policy 3115A – Definitions.

B. Designation of Coordinators: To find the appropriate coordinator/compliance officer, see Policy ~~5202. Student complaints of Title IX sexual harassment are governed by~~3115B – Designation of Coordinators.

C. Supportive Measures: For more information about supportive measures, see Policy ~~3118~~3115C – Supportive Measures.

~~D. A contractor, volunteer, visitor, employee acting outside the scope of employment, or other non-student who believes he or she has been the subject of, or is otherwise aware of, unlawful discrimination (including harassment) or unlawful retaliation must timely file a good faith complaint alleging unlawful discrimination (including harassment) or unlawful retaliation using Form 4104-F with the Superintendent or, if a complaint is against the Superintendent, with the Board President. A complaint of unlawful discrimination (including harassment) or unlawful retaliation will be promptly and thoroughly investigated. The Superintendent or Board President will forward the complaint to one of the following, as applicable:~~

~~1. Title IX Coordinator;~~

~~2. Section 504 Coordinator; or~~

~~3. Civil Rights Coordinator.~~

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~~E. Any person may also contact the Office for Civil Rights, U.S. Department of Education ("OCR"), by email at OCR.Cleveland@ed.gov, by telephone at (216) 522-4970, or by fax at (216) 522-2573 regarding compliance with the regulations implementing Title VI, Title IX, Section 504, or any other applicable laws for which OCR has jurisdiction.~~

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

D. Informal Resolution: For more information about informal resolution, see Policy 3115D – Informal Resolution.

E. Grievance Procedure and Remedies: For more information about the grievance procedure for investigating unlawful discrimination, harassment, and retaliation complaints, and for possible remedies, see Policy 3115E – Grievance Procedure and Remedies.

F. Complaint Dismissal and Appeals: For more information about dismissing a complaint, appealing a complaint dismissal, or appealing a determination of responsibility, see Policy 3115F – Complaint Dismissal and Appeals.

G. Pregnancy Discrimination: For more information about preventing and responding to pregnancy discrimination, see Policy 3115G – Additional Requirements to Prevent and Address Pregnancy Discrimination.

H. Training, Recordkeeping, and Notice: For more information about training requirements, recordkeeping protocols, and notice of the District's non-discrimination policy, see Policy 3115H – Training Requirements, Recordkeeping, and Policy Notice.

Legal authority: ~~.~~20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301~~-4335;~~ et seq.; 42 USC §1983, 2000d et seq., ~~42 USC~~2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; ~~Const 1963, art~~ 29 CFR 1604.1~~, § 26; MCL37.~~ et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq~~.,~~ ~~37.2209~~.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115A Definitions for 3115 Series

A. The following definitions apply to the 3115 Policy Series, which address non-discrimination, anti-harassment, and non-retaliation:

1. "Appeals Officer" means a person who is designated to hear a determination appeal, a dismissal appeal, or a challenge to a Supportive Measures decision. The Appeals Officer must be a District employee and may not be the same person as the Coordinator, Decisionmaker, Investigator, or Informal Resolution Facilitator.

2. "Complainant" means: (1) a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination; or (2) a person other than a student or employee who is alleged to have been subjected to conduct that could constitute Unlawful Discrimination and who was participating or attempting to participate in the District's education program or activity at the time of the alleged Unlawful Discrimination.

3. "Complaint" means an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged Unlawful Discrimination.

4. "Consent" means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or romantic relationships between students and District employees, volunteers, or contractors, regardless of age or consent, are prohibited.

5. "Coordinator" means the person(s) designated by the District to coordinate the District's compliance with state and federal non-discrimination laws. The Coordinator may be the same person as the Investigator and Decisionmaker.

6. "Day" means a day that the District's central office is open for business, unless otherwise indicated.

7. "Decisionmaker" means the person designated to issue a determination as to whether Unlawful Discrimination occurred. The Decisionmaker may be the same person as the Coordinator and Investigator.

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8. "Disciplinary Sanctions" means consequences imposed on a Respondent following a determination that the Respondent engaged in Unlawful Discrimination.

9. "Grievance Procedure" means the process outlined in Policy 3115E.

10. "Informal Resolution Facilitator" means the person designated to facilitate an informal resolution process. The Informal Resolution Facilitator may not be the same person as the Investigator or the Decisionmaker.

11. "Investigator" means the person designated to investigate a complaint of Unlawful Discrimination. The Investigator may be the same person as the Coordinator and Decisionmaker.

12. "Key Role" means Coordinator, Investigator, Decisionmaker, Informal Resolution Facilitator, or Appeals Officer.

13. "Party" means a Complainant or Respondent.

14. "Relevant" means related to the allegations of Unlawful Discrimination under investigation as part of the Grievance Procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged Unlawful Discrimination occurred, and evidence is relevant when it may aid a Decisionmaker in determining whether the alleged Unlawful Discrimination occurred.

15. "Remedies" means measures provided, as appropriate, to a Complainant or any other person the District identifies as having had their equal access to the District's education program or activity limited or denied by Unlawful Discrimination. These measures are provided to restore or preserve that person's access to the District's education program or activity after the District determines that Unlawful Discrimination occurred.

16. "Respondent" means a person who is alleged to have violated the District's prohibition on Unlawful Discrimination.

17. "Retaliation" means intimidation, threats, coercion, or discrimination against any person by the District, a student, or an employee or other person authorized by the District to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by the 3115 Policy Series, or because the person has reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the 3115 Policy Series. Retaliation does not include a requirement that a District employee participate in a Grievance Procedure.

18. "Supportive Measures" means individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a Complainant or

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

a. Restore or preserve that Party's access to the District's education program or activity, including measures that are designed to protect the safety of the Parties or the District's educational environment; or

b. Provide support during the District's Grievance Procedure or during an informal resolution process.

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

B. Examples of Unlawful Harassment

Unlawful harassment may include, but is not limited to:

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

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

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

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

   a. *Quid Pro Quo Harassment*

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

   b. *Hostile Environment Harassment*

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

      i. The degree to which the conduct affected the Complainant's ability to access the District's education program or activity;

      ii. The type, frequency, and duration of the conduct;

      iii. The Parties' ages, roles within the District's education program or activity, previous interactions, and other factors about each Party that may be relevant to evaluating the effects of the conduct;

      iv. The location of the conduct and the context in which the conduct occurred; and

      v. Other sex-based harassment in the District's education program or activity; or

   c. *Specific Offenses*

      i. "Sexual assault" means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.

      ii. "Dating violence" means violence committed by a person: (i) who is or has been in a social relationship of a romantic or intimate nature with the victim; and (ii) where the existence of such a relationship shall be determined based on a consideration of the following factors: (1) the length of the relationship; (2) the type of relationship; and (3) the frequency of interaction between the persons involved in the relationship.

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iii. "Domestic violence" means felony or misdemeanor crimes committed by a person who: (i) is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the District, or a person similarly situated to a spouse of the victim; (ii) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner; (iii) shares a child in common with the victim; or (iv) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

iv. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (i) fear for the person's safety or the safety of others; or (ii) suffer substantial emotional distress.

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

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115B Designation of Coordinators

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

Designated Title IX Coordinator
[TITLE IX COORDINATOR NAME OR POSITION/TITLE]
[TITLE IX COORDINATOR ADDRESS]
[TITLE IX COORDINATOR PHONE NUMBER]
[TITLE IX COORDINATOR EMAIL]

[Optional Second Title IX Coordinator:]
[TITLE IX COORDINATOR NAME OR POSITION/TITLE]
[TITLE IX COORDINATOR ADDRESS]
[TITLE IX COORDINATOR PHONE NUMBER]
[TITLE IX COORDINATOR EMAIL]

Designated Section 504 Coordinator
[SECTION 504 COORDINATOR NAME OR POSITION/TITLE]
[SECTION 504 COORDINATOR ADDRESS]
[SECTION 504 COORDINATOR PHONE NUMBER]
[SECTION 504 COORDINATOR EMAIL]

Designated Civil Rights Coordinator/Employment Compliance Officer
[CIVIL RIGHTS COORDINATOR NAME OR POSITION/TITLE]
[CIVIL RIGHTS COORDINATOR ADDRESS]
[CIVIL RIGHTS COORDINATOR PHONE NUMBER]
[CIVIL RIGHTS COORDINATOR EMAIL]

[NOTE (delete after drafting): The District may select more than one Coordinator per position and the same person may serve in multiple positions. If a District has more than one Title IX Coordinator, it must designate one of its Title IX Coordinators to retain ultimate oversight over Title IX compliance responsibilities That person should be identified in this Policy as the "Designated Title IX Coordinator."]

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

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101

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

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115C Supportive Measures

A. Supportive Measures

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

Supportive Measures must not unreasonably burden any Party.

1. Examples of Supportive Measures

Supportive Measures may include, but are not limited to:

a. District-provided counseling;

b. Course-related adjustments, such as deadline extensions;

c. Modifications to class, extracurricular, or work schedules;

d. Provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;

e. Training and education programs; and

f. Mutual no-contact orders.

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

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

B. Challenging Supportive Measures

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

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

C. Students with Disabilities

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

Legal authority: 34 CFR 106.1 et seq.

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115D Informal Resolution

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

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

Legal authority: 34 CFR 106.44

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115E Grievance Procedure and Remedies

A. Grievance Procedure

1. Generally

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

The District will treat Complainants and Respondents equitably.

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

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

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

i. Evaluation

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

ii. Investigation

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

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

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

iv. Decision

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

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

v. Appeal Decision

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

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

2. Confidentiality

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

3. Evidence Considerations

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

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4. Complaint Consolidation

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

5. Notice of Allegations

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

a. The Grievance Procedure and any informal resolution process;

b. Sufficient information available at the time to allow the Parties to respond to the allegations, including the identities of the Parties involved in the incident(s), the conduct alleged to constitute Unlawful Discrimination, and the date(s) and location(s) of the alleged incident(s);

c. Retaliation is prohibited; and

d. For Title IX Sex Discrimination Complaints, the Parties are entitled to an equal opportunity to access the Relevant and not otherwise impermissible evidence or an accurate description of the evidence. If the District provides a description of the evidence, the Parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence upon request.

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

6. Investigation

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

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

Throughout the investigation, the Investigator must determine, what, if any, facts remain in dispute. If dispositive facts are not reasonably in dispute (e.g., based on Party admissions, irrefutable evidence), further investigation is not required.

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7. Title IX Sex Discrimination Specific Evidence Rules

a. Access to Evidence: For allegations of Title IX Sex Discrimination, the District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of Title IX Sex Discrimination and not otherwise impermissible, in the following manner:

i. The Investigator will provide an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence. If the Investigator provides a description of the evidence, the Investigator will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party;

ii. The Investigator will provide a reasonable opportunity to respond to the evidence or the accurate description of the evidence; and

iii. The District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the Grievance Procedure. Disclosure of such information and evidence for purposes of administrative proceedings or litigation related to the Title IX Sex Discrimination Complaint is authorized.

b. Impermissible Evidence: The following types of evidence, and questions seeking that evidence, are impermissible regardless of whether they are relevant:

i. Evidence that is protected under a privilege recognized by Federal or State law, unless the person to whom the privilege is owed has voluntarily waived the privilege or confidentiality;

ii. A Party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the Party or witness, unless the District obtains that Party's or witness's voluntary, written consent for use in the Grievance Procedure; and

iii. Evidence that relates to the Complainant's sexual interests or prior sexual conduct, unless evidence about the Complainant's prior sexual conduct is offered to prove that someone other than the Respondent committed the alleged conduct or is evidence about specific incidents of the Complainant's prior sexual conduct with the Respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the Complainant and Respondent does not by itself demonstrate or imply the Complainant's consent to the alleged sex-based harassment or preclude determination that sex-based harassment occurred.

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

8. Determination

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

a. Use the preponderance of the evidence standard to determine whether Unlawful Discrimination occurred. The Decisionmaker must evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the Decisionmaker is not persuaded by a preponderance of the evidence that Unlawful Discrimination occurred, whatever the quantity of the evidence, the Decisionmaker will not determine that Unlawful Discrimination occurred.

b. Notify the Parties in writing of the determination whether Unlawful Discrimination occurred, including the rationale for such determination and the procedures and permissible bases for the Complainant and Respondent to appeal, if applicable.

c. Not discipline a Respondent for Unlawful Discrimination unless there is a determination at the conclusion of the Grievance Procedure that the Respondent engaged in unlawful discrimination.

d. Comply with this Grievance Procedure before imposing any disciplinary sanctions against a Respondent.

9. Remedies

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

a. Coordinate the provision and implementation of remedies to a Complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by Unlawful Discrimination;

b. Coordinate the imposition of any Disciplinary Sanctions against a Respondent. For a Title IX Sex Discrimination Complaint, notify the Complainant of any such Disciplinary Sanctions; and

c. Take other appropriate prompt and effective steps to ensure that Unlawful Discrimination does not continue or recur within the District's education program or activity.

10. False Statements

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

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

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

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115F Complaint Dismissal and Appeals

A. Complaint Dismissal

The District may dismiss a Complaint if:

1. The District is unable to identify the Respondent after taking reasonable steps to do so;

2. The Respondent is not participating in the District's education program or activity and is not employed by the District;

3. The Complainant voluntarily withdraws any or all of the allegations in the Complaint, the applicable Coordinator declines to initiate a Complaint, and the District determines that, without the Complainant's withdrawn allegations, the conduct that remains alleged in the Complaint, if any, would not constitute Unlawful Discrimination even if proven; or

4. The District determines the conduct alleged in the Complaint, even if proven, would not constitute Unlawful Discrimination. Before dismissing the Complaint and if necessary, the District will make reasonable efforts to clarify the allegations with the Complainant.

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

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

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

B. Complaint Dismissal Appeal – Title IX Sex Discrimination Only

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1. Complaint dismissals may be appealed within 5 days of receipt on the following bases:

   a. Procedural irregularity that would change the outcome;

   b. New evidence that would change the outcome and that was not reasonably available when the dismissal was made; and

   c. The Title IX Coordinator, Investigator, or Decisionmaker had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant or Respondent that would change the outcome.

2. If the dismissal is appealed, the District will:

   a. Notify the Parties of any appeal, including notice of the allegations, if notice was not previously provided to the Respondent;

   b. Implement appeal procedures equally for the Parties;

   c. Ensure that the Appeals Officer did not take part in an investigation of the allegations or dismissal of the Complaint;

   d. Ensure that the Appeals Officer has been trained consistent with the applicable federal regulations;

   e. Provide the Parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and

   f. Notify the Parties of the result of the appeal and the rationale for the result.

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

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

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

D. Determination Appeal Procedures – Other Complaints

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

Legal authority: 34 CFR 106.1, et seq.

Date adopted:

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Date revised:

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Series 3000: Operations, Finance, and Property

3100 General Operations

3115H Training Requirements, Recordkeeping, and Policy Notice

A. Title IX Training Requirements

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

1. All Employees

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

a. The District's obligation to address sex discrimination;

b. The scope of conduct that constitutes sex discrimination under Title IX and its implementing regulations, including the definition of sex-based harassment;

c. The obligation to notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination;

d. The obligation to provide a possible Complainant with the Title IX Coordinator's contact information and information about how to make a complaint of sex discrimination; and

e. Notification requirements for pregnant students.

2. Key Role Training

a. All Key Roles: Any individual who serves in a Key Role under Title IX must be trained upon hire, when Key Role duties change, and annually thereafter on:

i. All training requirements applicable to all employees;

ii. The District's obligations in responding to allegations of sex discrimination;

iii. The District's Grievance Procedure;

iv. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias; and

v. The meaning and application of the term "relevant" in relation to questions and evidence, and the types of evidence that are impermissible regardless of relevance.

b. Informal Resolution Facilitator

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

i. All training requirements applicable to all employees;

ii. All training requirements applicable to Key Roles;

iii. The rules and practices of the District's informal resolution process; and

iv. How to serve impartially, including by avoiding conflicts of interest and bias.

c. Title IX Coordinator

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

i. All training requirements applicable to all employees;

ii. All training requirements applicable to Key Roles;

iii. All training requirements applicable to the Informal Resolution Coordinator;

iv. The Coordinator's obligation to coordinate the District's efforts to comply with its responsibilities under Title IX;

v. Supportive Measures;

vi. The District's recordkeeping system;

vii. Recordkeeping requirements; and

viii. Any other training necessary to coordinate the District's Title IX compliance.

B. Other Coordinator Training Requirements

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

C. Record Keeping

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

1. For each Title IX Sex Discrimination Complaint, records documenting the informal resolution process or the Grievance Procedure, and the resulting outcome;

2. For each notification to the Title IX Coordinator about conduct that reasonably may constitute sex discrimination, including notifications received from District

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

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

D. Nondiscrimination Notice Requirement

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

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

Date adopted:

Date revised:

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Series 3000: Operations, Finance, and Property

3100 General Operations

3118 ~~Title IX Sexual Harassment~~ Nondiscrimination Covenant in Contracts with the District

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

~~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.~~

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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 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

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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

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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

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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):

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

D. Reporting Title IX Sexual Harassment:

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.

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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.

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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

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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.

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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

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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.

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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

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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;

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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.

6. 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.

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d. [District may choose to include additional appeal grounds, but should consult with legal counsel before doing so.]

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.

G. 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

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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.

H. 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.

I. 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

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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.

J. 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.

K. 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.

L. 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.

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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.

M. 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.

N. 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.

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~~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.~~

~~O. 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~~ MCL 37.1101 et seq., 37.2101 et seq., 37.2209

Date adopted:

Date revised:

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DEXTER HIGH SCHOOL

2200 N. Parker Road, Dexter, Michigan 48130
(734) 424-4240 fax (734) 424-4214

DEXTER COMMUNITY SCHOOLS

Application to request the adoption of a new course and/or resources

Date of application: 4/22/205
Course Title: IB Sports, Exercise, Health Science
Department: Science
Duration: Two semesters
Prerequisite(s): 11th or 12th grade and chemistry or physics
Applicant(s): Wilbur Tong, Deborah Marsh
Building Involved: DHS
Targeted population: 11th/12th grade students DHS
Targeted year for implementation: September 2025

Describe your course/resource request: New textbooks for IB Sports, Exercise, Health Science

Rationale: Why is/are a new course or new resources necessary?
A new curriculum has been adopted for IB Sports and the current textbooks are no longer compatible

What are the "big ideas" or "core concepts" that will be covered in the course/resources?
The new curriculum focuses on three distinct themes: 1. Exercise physiology and nutrition; 2. Biomechanics; 3. Sports psychology and motor learning

By the end of the course, students will be able to:
Develop conceptual understanding and skills through the learning and practice of science.

Connection to Strategic Plan and/or Profile of a Learner?
All IB Science courses align with the DHS learner profile. For example, collaboration through projects, communication through the internal assessment, and empathy through TOK.

How will technology be integrated into the course/resources?
IB Sports uses Microsoft Excel for graphing and statistical analysis; electronic sensors are used to record force, speed, and power during various lab activities

How do the resources support various learning styles, multiple intelligences of the students, and differentiated instruction?

The course utilizes many different styles of learning and teaching including direct instruction, small group work, student design and planning of experiments, oral presentations, etc.

How does the material support cultural diversity and gender equity?
The IB mission statement includes “aims to develop inquiring, knowledgeable and caring young people who help to create a better and more peaceful world through intercultural understanding and respect.”

How will career or “real world” experiences be integrated into the course and resources?
The course intends to equip students with knowledge and practical skills applicable to a wide range of real-world contexts, including sports, fitness, and healthcare. The course explores human performance, the scientific principles behind it, and the development of healthy living habits. This knowledge can be applied in various fields, from athletic training and coaching to public health promotion and exercise rehabilitation.

How does the material encourage critical thinking and problem-solving?
Students will learn to be skeptical and require claims to be tested and theories to be supported by evidence.

What summative and formative assessments will be used to measure student achievement?
Formative assessments include homework assignments, class discussions, and self reflections
Summative assessments include exams, projects, presentations, and laboratory work

What teacher aids are provided?
There is an opportunity to purchase teacher resource materials for the new curriculum through myibsource.com

Describe what other alternatives were considered and why were they not being proposed:

There is only one IB Sports, Exercise, and Health Science textbook currently available. The only alternative is to purchase yearly digital subscriptions for each student. We are proposing to purchase physical textbooks which will be the most cost effective option.

Below is a comparison of textbook costs from different sources.

Source	Cost	Link
Amazon	**$ 57.69**	https://www.amazon.com/Dipoloma-Programme-Exercise-Science-Student/dp/1382042647/ref=asc_df_1382042647?mcid=e8bf3d2c55573eaf8fc1fc32b24cfcaa&hvocijid=15911640204732638790-1382042647-&hvexpln=73&tag=hyprod-20&linkCode=df0&hvadid=721245378154&hvpos=&hvnetw=g&hvrand=15911640204732638790&hvpone=&hvptwo=&hvqmt=&hvdev=c&hvdvcmdl=&hvlocint=&hvlocphy=9016112&hvtargid=pla-2281435177378&psc=1&scrlybrkr=114a6101
myibsource.com	**$109.00**	https://myibsource.com/collections/dp-sports-exercise-and-health-science
Oxford University Press	**£46.99**	https://global.oup.com/education/content/secondary/series/ib-sports-exercise-and-health-science/?region=international&srsltid=AfmBOopuYuVDy-hLRUu5zNgOCVZTi3MuIHS9TGHg6QDMsajf9ghWV7tW

Projected costs (explain each as needed, some items may not be applicable):

Additional personnel:	$0
Textbooks, materials, technology:	$57.69 each x 5
Professional Development:	$0
Speaker/Consultant stipends:	$0
Registration fees:	$0
Travel expenses:	$0
Other expenses (please explain below)	$0
GRAND TOTAL:	**$288.45**

GENERAL APPROPRIATIONS RESOLUTION
RESOLUTION FOR ADOPTION BY THE BOARD OF EDUCATION
WASHTENAW INTERMEDIATE SCHOOL DISTRICT
GENERAL EDUCATION BUDGET 4/8/25

RESOLVED, that this resolution shall be the general appropriations of the Washtenaw Intermediate School District for the fiscal year 2025-2026; A resolution to make appropriations; and to provide for the disposition of all income received by the Washtenaw Intermediate School District.

BE IT FURTHER RESOLVED, that the total revenue, including a tax levy of **.0937 mills on the taxable value of all property,** and unappropriated fund balance be available for appropriations in the **GENERAL EDUCATION FUND** of the Washtenaw Intermediate School District for the fiscal year 2025-2026 as follows:

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REVENUES		Original
Local Revenue	$	3,129,834
Non - Educational Entity		3,144,464
State Revenue		21,558,398
Federal Revenue		8,615,643
Incoming Transfers & Other Transactions		3,835,179
Fund Modifications		56,000
TOTAL REVENUE AND INCOMING TRANSFERS	$	40,339,518
FUND BALANCE AS OF JULY 1ST	$	7,458,139
Less Appropriated Fund Balance		
FUND BALANCE AVAILABLE TO APPROPRIATE	$	7,458,139
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	$	47,797,657

BE IT FURTHER RESOLVED, that $40,781,659 of the total available to appropriate in the **GENERAL EDUCATION FUND** is hereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES

Basic Programs, Instruction	$	1,879,911
Added Needs, Instruction		-
Adult Continuing Education		137,124
Pupil Support		2,214,075
Instructional Support		11,803,902
General Administration		872,974
School Administration		98,261
Business Support		636,941
Operations/Maintenance		495,821
Transportation		76,462
Central Services		5,021,245
Other Support Services		146,998
Community Services		4,435,106
	$	27,818,820
Outgoing Transfers & Other Transactions		12,962,839
Other Financing Uses		-
Fund Modifications		-
TOTAL APPROPRIATED	$	40,781,659
FUND BALANCE ENDING JUNE 30TH	$	7,015,998

WASHTENAW INTERMEDIATE SCHOOL DISTRICT
GENERAL EDUCATION BUDGET COMPARISON
2025-2026 BUDGET REVIEW

REVENUES	2023-24 Actual Revenue & Expenses	2024-25 Amended 2/2025 Budget	2025-26 Projected Budget
Local Revenue 100	$ 3,300,014	$ 4,020,186	$ 3,129,834
Non-Educational Entity 200	$ 2,069,146	$ 3,911,757	$ 3,144,464
State Revenue 300	18,348,444	36,369,626	21,558,398
Federal Revenue 400	8,400,082	14,061,706	8,615,643
Incoming Transfers & Other Transactions 500	3,276,110	5,138,012	3,835,179
Fund Modifications 600	57,823	57,165	56,000
TOTAL REVENUE AND INCOMING TRANSFERS	$ 35,451,619	$ 63,558,452	$ 40,339,518
EXPENDITURES			
Basic Programs, Instruction 110	$ 484,587	$ 1,879,911	$ 1,879,911
Added Needs, Instruction 120	8,703	1,262,792	-
Adult and Continuing Education 130	375,960	442,722	137,124
Pupil Support 210	1,833,878	5,560,347	2,214,075
Instructional Support 220	6,630,636	15,712,905	11,803,902
General Administration 230	784,450	827,930	872,974
School Administration 240	134,090	120,360	98,261
Business Support 250	422,225	566,230	636,941
Operations/Maintenance 260	565,188	2,925,209	495,821
Transportation 270	82,527	110,597	76,462
Central Services 280	3,691,042	6,608,761	5,021,245
Other Support Services 290	152,979	136,037	146,998
Community Services 300	3,229,943	5,596,759	$ 4,435,106
TOTAL EXPENDITURES	$ 18,396,208	$ 41,750,560	$ 27,818,820
Outgoing Transfers & Other Transactions400	15,206,096	21,284,918	12,962,839
Other financing uses	-	-	-
Fund Modifications 600	-	-	-
TOTAL EXPENDITURES AND OTHER TRANSACTIONS	$ 33,602,304	$ 63,035,478	$ 40,781,659
EXCESS REVENUE OR (EXPENDITURES)	$ 1,849,315	$ 522,974	$ (442,141)
FUND BALANCE AS OF JULY 1ST	5,085,850	$ 6,935,165	$ 7,458,139
FUND BALANCE ENDING JUNE 30TH	$ 6,935,165	$ 7,458,139	$ 7,015,998

General Education
2025-26
3/1/2025

TITLES	REGULAR BUDGET	1069 Technology REMC 2026	2253 Heaviland Mental Health and Support Services 2023	2254 Heaviland Mental Health and Support Services 2024	2274 Heaviland ISD Mental Health Admin 2024	2684 Consolidation Grant Rowe 2024
REVENUES						
Local Sources	$ 2,684,231	$ 32,024	$ -	$ -	$ -	$ -
Non -Educational Entity	$ -	-	-	81,780	-	-
State Sources	3,554,040	-	518,033	1,076,355	71,036	1,477,151
Federal Sources		-	-	-	-	-
Incoming Transfers/Other	127,050	-	-	-	-	-
Fund Modifications	56,000	-	-	-	-	-
TOTAL REVENUES	**$ 6,421,321**	**$ 32,024**	**$ 518,033**	**$ 1,158,135**	**$ 71,036**	**$ 1,477,151**
EXPENDITURES						
Basic Programs, Instruct. 110	$ 6,700	$ -	$ -	$ -	$ -	$ -
Added Needs,Instruct. 120	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	-	-	-
Pupil Support 210	138,774	-	438,386	946,227	-	-
Instructional Staff Support 220	2,164,856	32,024	79,647	211,908	-	1,063,971
General Administration 230	872,974	-	-	-	-	-
School Administration 240	-	-	-	-	-	-
Business Support 250	431,459	-	-	-	-	-
Operations /Maintenance 260	495,821	-	-	-	-	-
Transportation 270	76,462	-	-	-	-	-
Central Support 280	2,293,605	-	-	-	71,036	413,180
Other Support 290	146,998	-	-	-	-	-
Community Services 300	50,000	-	-	-	-	-
TOTAL EXPENDITURES	$ 6,677,649	$ 32,024	$ 518,033	$ 1,158,135	$ 71,036	$ 1,477,151
Outgoing Transfers/Other 400	32,643	-	-	-	-	-
Other Financing Uses 500	$ -	$ -	$ -	$ -	$ -	$ -
Fund Modifications 600	(60,169)	-	-	-	-	-
TOTAL APPROPRIATED	**$ 6,650,123**	**$ 32,024**	**$ 518,033**	**$ 1,158,135**	**$ 71,036**	**$ 1,477,151**
EXCESS REV/EXPENSE	$ (228,802)	$ -	$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	$ 7,458,139	$ -	$ -	$ -	$ -	$ -
ENDING FUND BALANCE	**$ 7,229,337**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

General Education
2025-26
3/1/2025

TITLES	2704 23H Tri County Banks 2024	3295 Banks Mistem 7/1/25-9/30/25 2025	3296 Banks Mistem 2026	3315 Banks ADULT ED 2026	3325/26 Banks Mistem Region 2025	995-3405 Manuszak GSRP Formula 2025	3406 Manuszak GSRP Formula 2026
REVENUES							
Local Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non -Educational Entity	-	-	-	-	-	-	-
State Sources	1,804,185	270,071	49,883	2,812,689	381,967	442,159	7,689,927
Federal Sources	-	-	-	-	-	-	-
Incoming Transfers/Other	-	-	-	-	-	-	-
Fund Modifications	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 1,804,185**	**$ 270,071**	**$ 49,883**	**$ 2,812,689**	**$ 381,967**	**$ 442,159**	**$ 7,689,927**
EXPENDITURES							
Basic Programs, Instruct. 110	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Added Needs,Instruct. 120	-	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	137,124	-	-	-
Pupil Support 210	-	-	-	109,533	-	109,676	-
Instructional Staff Support 220	1,804,185	270,071	-	-	368,999	312,835	1,007,010
General Administration 230	-	-	-	-	-	-	-
School Administration 240	-	-	-	98,261	-	-	-
Business Support 250	-	-	49,883	19,651	12,968	-	95,488
Operations /Maintenance 260	-	-	-	-	-	-	-
Transportation 270	-	-	-	-	-	-	-
Central Support 280	-	-	-	5,004	-	19,648	195,484
Other Support 290	-	-	-	-	-	-	-
Community Services 300	-	-	-	-	-	-	-
TOTAL EXPENDITURES	$ 1,804,185	$ 270,071	$ 49,883	$ 369,573	$ 381,967	$ 442,159	$ 1,297,982
Outgoing Transfers/Other 400	-	-	-	2,443,116	-	-	6,391,945
Other Financing Uses 500	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fund Modifications 600	-	-	-	-	-	-	-
TOTAL APPROPRIATED	**$ 1,804,185**	**$ 270,071**	**$ 49,883**	**$ 2,812,689**	**$ 381,967**	**$ 442,159**	**$ 7,689,927**
EXCESS REV/EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

General Education
2025-26
3/1/2025

TITLES	3436 Manuszak Great Start 32p 990 2026	3436 Manuszak Great Start 32p 991 2026	3436 Manuszak Great Start 32p HV 997 2026	3655 Banks Early literacy 2025	4006 Heaviland Perkins 2026	245-4453 Grow Your Own Banks 2023	6176 Hierman T1 RAG 2026
REVENUES							
Local Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non -Educational Entity	-	-	-	-	-	-	-
State Sources	247,286	22,461	154,347	870,472	-	-	-
Federal Sources	-	-	-	-	463,337	2,250,085	170,108
Incoming Transfers/Other	-	-	-	-	-	-	-
Fund Modifications	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 247,286**	**$ 22,461**	**$ 154,347**	**$ 870,472**	**$ 463,337**	**$ 2,250,085**	**$ 170,108**
EXPENDITURES							
Basic Programs, Instruct. 110	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Added Needs,Instruct. 120	-	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	-	-	-	-
Pupil Support 210	-	22,461	143,957	-	-	-	-
Instructional Staff Support 220	-	-	-	470,472	-	2,250,085	1,199
General Administration 230	-	-	-	-	-	-	-
School Administration 240	-	-	-	-	-	-	-
Business Support 250	-	-	-	-	-	-	-
Operations /Maintenance 260	-	-	-	-	-	-	-
Transportation 270	-	-	-	-	-	-	-
Central Support 280	-	-	-	-	92,909	-	168,909
Other Support 290	-	-	-	-	-	-	-
Community Services 300	247,286	-	10,390	-	-	-	-
TOTAL EXPENDITURES	$ 247,286	$ 22,461	$ 154,347	$ 470,472	$ 92,909	$ 2,250,085	$ 170,108
Outgoing Transfers/Other 400	-	-	-	400,000	370,428	-	-
Other Financing Uses 500			$ -	$ -	$ -	$ -	$ -
Fund Modifications 600	-	-	-	-	-	-	-
TOTAL APPROPRIATED	**$ 247,286**	**$ 22,461**	**$ 154,347**	**$ 870,472**	**$ 463,337**	**$ 2,250,085**	**$ 170,108**
EXCESS REV/EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

General Education
2025-26
3/1/2025

TITLES	6185 Vannatter HRA 2025	6846 Hierman TIII 2026	7023 Banks Afghan Impact Support 2023	7236 Manuszak Head Start 2026	8845 Banks Out of School Time 2025	919-9615 Hierman GE Medicaid 2026	9625 Norman Wash County Savings Plan 2026	9634 Norman Justice Leaders 2026
REVENUES								
Local Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Non -Educational Entity	-	-	-	-	-	335,545	2,727,139	-
State Sources	-	-	-	-	27,492	-	-	-
Federal Sources	7,355	17,905	174,681	5,220,206	-	-	-	-
Incoming Transfers/Other	-	-	-	-	-	-	-	20,000
Fund Modifications	-	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 7,355**	**$ 17,905**	**$ 174,681**	**$ 5,220,206**	**$ 27,492**	**$ 335,545**	**$ 2,727,139**	**$ 20,000**
EXPENDITURES								
Basic Programs, Instruct. 110	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Added Needs,Instruct. 120	-	-	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	-	-	-	-	-
Pupil Support 210	7,355	-	-	-	-	172,022	-	-
Instructional Staff Support 220		17,905	174,681	273,055	-	89,343	-	150,000
General Administration 230	-	-	-	-	-	-	-	-
School Administration 240	-	-	-	-	-	-	-	-
Business Support 250	-	-	-	-	27,492	-	-	-
Operations /Maintenance 260	-	-	-	-	-	-	-	-
Transportation 270	-	-	-	-	-	-	-	-
Central Support 280	-	-	-	292,833	-	-	3,500	-
Other Support 290	-	-	-	-	-	-	-	-
Community Services 300	-	-	-	1,329,611	-	74,180	2,723,639	-
TOTAL EXPENDITURES	$ 7,355	$ 17,905	$ 174,681	$ 1,895,499	$ 27,492	$ 335,545	$ 2,727,139	$ 150,000
Outgoing Transfers/Other 400	-	-	-	3,324,707	-	-	-	-
Other Financing Uses 500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fund Modifications 600	-	-	-	-	-	-	-	-
TOTAL APPROPRIATED	**$ 7,355**	**$ 17,905**	**$ 174,681**	**$ 5,220,206**	**$ 27,492**	**$ 335,545**	**$ 2,727,139**	**$ 150,000**
EXCESS REV/EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (130,000)
BEGINNING FUND BALANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (130,000)**

General Education
2025-26
3/1/2025

TITLES	942-9640 Technology Mich Virtual University 2026	943-9640 Technology Follett 2026	947-9640 Technology LEA Fiber Pole Fees 2026	949-9640 Technology PSSE Gen Ed 504 2026	9655 CTE Non Federal C/O 2024	9660 Technology LEA Tech Services 2026	9685 Heaviland Health School MDHHS 2026	9700 Higgins Fingerprinting and ICHAT 2026
REVENUES								
Local Sources	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 78,000
Non -Educational Entity	-	-	-	-	-	-	-	-
State Sources	-	-	-	-	-	-	88,844	-
Federal Sources	-	-	-	-	-	-	-	-
Incoming Transfers/Other	1,873,211	98,768	13,796	9,045	115,951	1,217,358	-	25,000
Fund Modifications	-	-	-	-	-	-	-	-
TOTAL REVENUES	**$ 1,873,211**	**$ 98,768**	**$ 13,796**	**$ 9,045**	**$ 115,951**	**$ 1,217,358**	**$ 88,844**	**$ 103,000**
EXPENDITURES								
Basic Programs, Instruct. 110	$ 1,873,211	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Added Needs,Instruct. 120	-	-	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	-	-	-	-	-
Pupil Support 210	-	-	-	-	-	-	88,844	-
Instructional Staff Support 220	-	-	-	-	115,951	-	-	-
General Administration 230	-	-	-	-	-	-	-	-
School Administration 240	-	-	-	-	-	-	-	-
Business Support 250	-	-	-	-	-	-	-	-
Operations /Maintenance 260	-	-	-	-	-	-	-	-
Transportation 270	-	-	-	-	-	-	-	-
Central Support 280	-	98,768	13,796	9,045	-	1,157,189	-	186,339
Other Support 290	-	-	-	-	-	-	-	-
Community Services 300	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	$ 1,873,211	$ 98,768	$ 13,796	$ 9,045	$ 115,951	$ 1,157,189	$ 88,844	$ 186,339
Outgoing Transfers/Other 400	-	-	-	-	-	-	-	-
Other Financing Uses 500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Fund Modifications 600	-	-	-	-	-	60,169	-	-
TOTAL APPROPRIATED	**$ 1,873,211**	**$ 98,768**	**$ 13,796**	**$ 9,045**	**$ 115,951**	**$ 1,217,358**	**$ 88,844**	**$ 186,339**
EXCESS REV/EXPENSE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (83,339)
BEGINNING FUND BALANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (83,339)**

General Education
2025-26
3/1/2025

TITLES	9749 Banks RTC 2026	9785 Long Success by 6 Early Childhood 2026	9875 Norman My Brothers Keeper 2026	9894 Heaviland SNAP - Ed Banks 2026	9895 Heaviland Adjudicated Jail 2026	TOTALS
REVENUES						
Local Sources	$ -	$ 27,954	$ 228,955	$ -	$ 78,670	3,129,834
Non -Educational Entity	-	-	-	-	$ -	3,144,464
State Sources	-	-	-	-	-	21,558,398
Federal Sources	-	-	-	311,966	-	8,615,643
Incoming Transfers/Other	335,000	-	-	-	-	3,835,179
Fund Modifications	-	-	-	-	-	56,000
				-	-	
TOTAL REVENUES	**$ 335,000**	**$ 27,954**	**$ 228,955**	**$ 311,966**	**$ 78,670**	**$ 40,339,518**
EXPENDITURES						
Basic Programs, Instruct. 110	$ -	$ -	$ -	$ -	$ -	1,879,911
Added Needs,Instruct. 120	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	-	-	137,124
Pupil Support 210	-	-	-	-	36,840	2,214,075
Instructional Staff Support 220	335,000	27,954	228,955	311,966	41,830	11,803,902
General Administration 230	-	-	-	-	-	872,974
School Administration 240	-	-	-	-	-	98,261
Business Support 250	-	-	-	-	-	636,941
Operations /Maintenance 260	-	-	-	-	-	495,821
Transportation 270	-	-	-	-	-	76,462
Central Support 280	-	-	-	-	-	5,021,245
Other Support 290	-	-	-	-	-	146,998
Community Services 300	-	-	-	-	-	4,435,106
TOTAL EXPENDITURES	$ 335,000	$ 27,954	$ 228,955	$ 311,966	$ 78,670	27,818,820
Outgoing Transfers/Other 400	-	-	-	-	-	12,962,839
Other Financing Uses 500	$ -	$ -	$ -	$ -	$ -	-
Fund Modifications 600	-	-	-	-	-	-
TOTAL APPROPRIATED	**$ 335,000**	**$ 27,954**	**$ 228,955**	**$ 311,966**	**$ 78,670**	**$ 40,781,659**
EXCESS REV/EXPENSE	$ -	$ -	$ -	$ -	$ -	$ (442,141)
BEGINNING FUND BALANCE	$ -	$ -	$ -	$ -	$ -	7,458,139
ENDING FUND BALANCE	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 7,015,998**

GENERAL APPROPRIATIONS RESOLUTION
RESOLUTION FOR ADOPTION BY THE BOARD OF EDUCATION
WASHTENAW INTERMEDIATE SCHOOL DISTRICT
SPECIAL EDUCATION BUDGET 4/8/25

RESOLVED, that this resolution shall be the general appropriations of the Washtenaw Intermediate School District for the fiscal year 2025-2026; A resolution to make appropriations; and to provide for the disposition of all income received by the Washtenaw Intermediate School District.

BE IT FURTHER RESOLVED, that the total revenue, including a tax levy of **5.1774 mills on the taxable value of all property**, and unappropriated fund balance be available for appropriations in the **SPECIAL EDUCATION FUND** of the Washtenaw Intermediate School District for the fiscal year 2025-2026 as follows:

REVENUES	Original
Local Revenue	$ 124,541,958
State Revenue	23,409,225
Federal Revenue	12,918,211
Incoming Transfers & Other Transactions	364,331
Fund Modifications	294,000
TOTAL REVENUE AND INCOMING TRANSFERS	$ 161,527,725
FUND BALANCE AS OF JULY 1ST	$ 3,000,000
Less Appropriated Fund Balance	
FUND BALANCE AVAILABLE TO APPROPRIATE	$ 3,000,000
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	$ 164,527,725

BE IT FURTHER RESOLVED, that $159,527,725 of the total available to appropriate in the **SPECIAL EDUCATION FUND** is hereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES	
Basic Programs, Instruction	$ -
Added Needs, Instruction	$ 21,459,011
Pupil Support	$ 25,115,027
Instructional Support	$ 7,066,919
General Administration	$ 377,326
School Administration	$ 353,075
Business Support	$ 1,803,947
Operations/Maintenance	$ 2,662,883
Transportation	$ 87,130
Central Services	$ 4,241,614
Other Support Services	$ 25,951
Community Services	$ 242,288
	$ 63,435,171
Outgoing Transfers & Other Transactions	94,110,140
Other Financing Uses	1,372,414
Fund Modifications	610,000
TOTAL APPROPRIATED	$ 159,527,725
FUND BALANCE ENDING JUNE 30TH	$ 5,000,000

WASHTENAW INTERMEDIATE SCHOOL DISTRICT
SPECIAL EDUCATION BUDGET COMPARISON
2025-2026 BUDGET REVIEW/ADOPTION

REVENUES	2023-24 Actual Revenue & Expenses	2024-25 Amended 2/2025 Budget	2025-26 Projected Budget
Local Revenue 100	$ 114,658,979	$ 117,163,701	$ 124,541,958
State Revenue 300	24,252,684	22,741,869	23,409,225
Federal Revenue 400	14,426,838	14,206,993	12,918,211
Incoming Transfers & Other Transactions 500	1,217,805	373,827	364,331
Fund Modifications 600	303,573	300,116	294,000
TOTAL REVENUE AND INCOMING TRANSFERS	$ 154,859,879	$ 154,786,506	$ 161,527,725
EXPENDITURES			
Basic Programs, Instruction 110	$ -	$ -	$ -
Added Needs, Instruction 120	17,859,845	19,924,376	21,459,011
Pupil Support 210	20,286,610	22,772,389	25,115,027
Instructional Support 220	5,367,499	6,019,776	7,066,919
General Administration 230	313,292	352,809	377,326
School Administration 240	317,436	285,010	353,075
Business Support 250	1,404,221	1,858,498	1,803,947
Operations/Maintenance 260	4,254,158	2,704,021	2,662,883
Transportation 270	30,213	70,130	87,130
Central Services 280	3,001,941	4,088,373	4,241,614
Other Support Services 290	21,914	22,147	25,951
Community Services 300	273,393	252,085	242,288
TOTAL EXPENDITURES	$ 53,130,522	$ 58,349,614	$ 63,435,171
Outgoing Transfers & Other Transactions400	97,030,671	101,796,386	94,110,140
Other Financing Uses 500	-	1,372,414	1,372,414
Fund Modifications 600	530,879	611,257	610,000
TOTAL EXPENDITURES AND OTHER TRANSACTIC	$ 150,692,072	$ 162,129,671	$ 159,527,725
EXCESS REVENUE OR (EXPENDITURES)	$ 4,167,806	$ (7,343,165)	$ 2,000,000
FUND BALANCE AS OF JULY 1ST	6,175,359	$ 10,343,165	$ 3,000,000
FUND BALANCE ENDING JUNE 30TH	$ 10,343,165	$ 3,000,000	$ 5,000,000

Special Education
2025-26
Original 3/2025

TITLES	REGULAR BUDGET	1034 Marcel Juv Dtn St Aid 2026	3265-3266 Pogliano Early on 54D 2025/26	7576 Pogliano Early On 2026	8016 Vannatter IDEA Flowthrough 2026	8056 Vannatter IDEA Preschool 2026	8116 Vannatter Se Supervision 2026
REVENUES							
Local Sources 100	$ 124,541,958	$ -	$ -	$ -	$ -	$ -	$ -
State Sources 300	21,415,746	1,355,700	637,779	-	-	-	-
Federal Sources 400	-	-	-	354,216	12,092,620	263,670	207,705
Incoming Transfers/Other 500	165,000	-	-	-	-	-	-
Fund Modifications 600	294,000	-	-	-	-	-	-
TOTAL REVENUES	**$ 146,416,704**	**$ 1,355,700**	**$ 637,779**	**$ 354,216**	**$ 12,092,620**	**$ 263,670**	**$ 207,705**
EXPENDITURES							
Basic Programs, Instr. 110	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Added Needs 120	21,033,460	-	-	$ -	$ -	$ -	$ -
Pupil Support 210	21,762,185	-	506,612	204,709	155,615	-	72,821
Instructional Staff 220	5,399,110	-	131,167	149,507	399,921	-	130,384
General Administration 230	377,326	-	-	-	-	-	-
School Administration 240	353,075	-	-	-	-	-	-
Business Support 250	1,803,947	-	-	-	-	-	-
Operations /Maintenance 260	2,662,883	-	-	-	-	-	-
Transportation 270	87,130	-	-	-	-	-	-
Central Support Services 280	4,241,614	-	-	-	-	-	-
Pupil Activites 290	25,951	-	-	-	-	-	-
Community Services 300	55,622	-	-	-	186,666	-	-
TOTAL EXPENDITURES	$ 57,802,303	$ -	$ 637,779	$ 354,216	$ 742,202	$ -	$ 203,205
Outgoing Transfers/Other 400	81,195,449	1,355,700	-	-	11,295,321	263,670	-
Other financing uses 500	1,372,414	-	-	-	-	-	-
Fund Modifications 600	550,403	-	-	-	55,097		4,500
TOTAL APPROPRIATED	**$ 140,920,569**	**$ 1,355,700**	**$ 637,779**	**$ 354,216**	**$ 12,092,620**	**$ 263,670**	**$ 207,705**
EXCESS REV/EXPENSE	$ 5,496,135	$ -	$ -	$ -	$ -	$ -	$ -
BEGINNING FUND BALANCE	$ 3,000,000	$ -	$ -	$ -	$ -	$ -	$ -
ENDING FUND BALANCE	**$ 8,496,135**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Special Education
2025-26
Original 3/2025

TITLES	9711 Vannatter Para Bootcamp 2026	Updated 9829 Vannatter EMU Para 2026	9840-015 Vannatter Nursing Services Milan & Lincoln 2026	9840-021 Vannatter Psych Services Lincoln 2026	9840-061 Vannatter TC Svs WTMC 2026	9840-196 Vannatter TC Svs Dexter TA 2026	9850-061TC Vannatter Ancillary Svs WAVE 2026
REVENUES							
Local Sources 100	$ -	$ -	$ -	$ -	$ -	$ -	$ -
State Sources 300	-	-	-	-	-	-	-
Federal Sources 400	-	-	-	-	-	-	-
Incoming Transfers/Other 500	-	-	20,679	12,493	9,745	29,270	62,606
Fund Modifications 600	-	-	-	-	-	-	-
TOTAL REVENUES	**$ -**	**$ -**	**$ 20,679**	**$ 12,493**	**$ 9,745**	**$ 29,270**	**$ 62,606**
EXPENDITURES							
Basic Programs, Instr. 110	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Added Needs 120	$ -	$ -	$ -	$ -	$ -	$ 425,551	$ -
Pupil Support 210	-	-	262,418	182,371	136,646	-	794,464
Instructional Staff 220	353,976	485,638	-	-	-	-	-
General Administration 230	-	-	-	-	-	-	-
School Administration 240	-	-	-	-	-	-	-
Business Support 250	-	-	-	-	-	-	-
Operations /Maintenance 260	-	-	-	-	-	-	-
Transportation 270	-	-	-	-	-	-	-
Central Support Services 280	-	-	-	-	-	-	-
Pupil Activites 290	-	-	-	-	-	-	-
Community Services 300	-	-	-	-	-	-	-
TOTAL EXPENDITURES	$ 353,976	$ 485,638	$ 262,418	$ 182,371	$ 136,646	$ 425,551	$ 794,464
Outgoing Transfers/Other 400	-	-	-	-	-	-	-
Other financing uses 500	-	-	-	-	-	-	-
Fund Modifications 600	-	-	-	-	-	-	-
TOTAL APPROPRIATED	**$ 353,976**	**$ 485,638**	**$ 262,418**	**$ 182,371**	**$ 136,646**	**$ 425,551**	**$ 794,464**
EXCESS REV/EXPENSE	$ (353,976)	$ (485,638)	$ (241,739)	$ (169,878)	$ (126,901)	$ (396,281)	$ (731,858)
BEGINNING FUND BALANCE	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ENDING FUND BALANCE	**$ (353,976)**	**$ (485,638)**	**$ (241,739)**	**$ (169,878)**	**$ (126,901)**	**$ (396,281)**	**$ (731,858)**

Special Education
2025-26
Original 3/2025

TITLES	9852 Vannatter Ancillary Svs WEOC/YCS 2026	9855 Vannatter Ancillary Svs ECA 2026	9859 Vannatter Ancillary Svs IB - WIHI 2026	9895 Adjudicated Jail Vannatter 2026	TOTALS
REVENUES					
Local Sources 100	$ -	$ -	$ -	$ -	$ 124,541,958
State Sources 300	-	-	-	-	$ 23,409,225
Federal Sources 400	-	-	-	-	$ 12,918,211
Incoming Transfers/Other 500	26,060	11,391	27,087	-	$ 364,331
Fund Modifications 600	-	-	-	-	$ 294,000
TOTAL REVENUES	**$ 26,060**	**$ 11,391**	**$ 27,087**	**$ -**	**$ 161,527,725**
EXPENDITURES					
Basic Programs, Instr. 110	$ -	$ -	$ -	$ -	$ -
Added Needs 120	$ -	$ -	-	-	$ 21,459,011
Pupil Support 210	290,206	185,992	343,235	217,753	$ 25,115,027
Instructional Staff 220	-	-	-	17,216	$ 7,066,919
General Administration 230	-	-	-	-	$ 377,326
School Administration 240	-	-	-	-	$ 353,075
Business Support 250	-	-	-	-	$ 1,803,947
Operations /Maintenance 260	-	-	-	-	$ 2,662,883
Transportation 270	-	-	-	-	$ 87,130
Central Support Services 280	-	-	-	-	$ 4,241,614
Pupil Activites 290	-	-	-	-	$ 25,951
Community Services 300	-	-	-	-	$ 242,288
TOTAL EXPENDITURES	$ 290,206	$ 185,992	$ 343,235	$ 234,969	$ 63,435,171
Outgoing Transfers/Other 400	-	-	-	-	$ 94,110,140
Other financing uses 500	-	-	-	-	$ 1,372,414
Fund Modifications 600	-	-	-	-	$ 610,000
TOTAL APPROPRIATED	**$ 290,206**	**$ 185,992**	**$ 343,235**	**$ 234,969**	**$ 159,527,725**
EXCESS REV/EXPENSE	$ (264,146)	$ (174,601)	$ (316,148)	$ (234,969)	$ 2,000,000
BEGINNING FUND BALANCE	$ -	$ -	$ -	$ -	$ 3,000,000
ENDING FUND BALANCE	**$ (264,146)**	**$ (174,601)**	**$ (316,148)**	**$ (234,969)**	**$ 5,000,000**

Support for Budget

ISD BUDGET RESOLUTION

_____, Michigan (the "District")

A meeting of the board of education of the district was held in the _____ in the

District, on the _____day of _____, 2025, at _____o'clock in the AM/PM.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by

Member _____.

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed general fund budget not later than May 1 of each year to the board of each constituent district for review; and

2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district general fund budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district general fund budget, and shall submit to the intermediate school district board any specific objections and proposed changes the constituent district board has to the general fund budget.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district general fund budget in accordance with Section 624 of the Revised School Code, as amended, and by the adoption of this resolution, expresses its support for the proposed intermediate school district general fund budget.

2. The secretary of the board of education or his/her designee shall forward a copy of this resolution to the intermediate school board or its superintendent no later than June 1, 2025.

3. All resolutions insofar as they conflict with this resolution be and the same are hereby rescinded.

DRAFT

Ayes: Members

Nays: Members

Resolution declared adopted.

_____
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a _____meeting held on _____, 2025, the original of which resolution is a part of the Board's minutes, and further certifies that the notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

_____
Secretary, Board of Education

DRAFT

Disapproval of Budget

ISD BUDGET RESOLUTION

_____, Michigan (the "District")/

A meeting of the board of education of the district was held in the _____ in the

District, on the _____day of _____, 2025, at _____o'clock in the AM/PM.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member _____ and supported by

Member _____.

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed general fund budget not later than May 1 of each year to the board of each constituent district for review; and

2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district general fund budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district general fund budget, and shall submit to the intermediate school district board any specific objections and proposed changes the constituent district board has to the general fund budget.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district general fund budget and has determined that it disapproves of certain portions of the proposed intermediate school district general fund budget with objections, along with proposed changes, if any, are set forth on Exhibit A attached hereto and incorporated herein by reference.

2. The superintendent is hereby directed to submit a certified copy of this resolution to the intermediate school board and/or to the intermediate school district superintendent with the specific objections and proposed changes that this board has to the budget no later than June 1, 2024.

DRAFT

3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

_____
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a _____meeting held on _____, 2025, the original of which resolution is a part of the Board's minutes, and further certifies that the notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

_____
Secretary, Board of Education

DRAFT

Policy Committee Minutes
April 25, 2025 9:00am
Bates Boardroom

Meeting called to order at 9:00am

Present: Committee Members: Melanie Szawara (chair), Elise Bruderly, Amy Reiser
Staff: Barb Leonard, Chris Timmis, Hope Vestergaard

1. **Minutes**. Elise Bruderly made a motion to approve the minutes from 3-14-2025. Amy Reiser seconded the motion. Motion carried (unanimous).
2. **Agenda**. Elise Bruderly made a motion to approve the agenda. Amy Reiser seconded the motion. Motion carried (unanimous).
3. **Public Participation** - none
4. **Discussion:**
    a. The committee discussed the following new policies (all legal updates):
        i. 4113 *Michigan Earned Sick Time Act - ESTA* - ***ready for board***
        ii. 4105A *Pregnancy Workplace Accommodations for Employees and Applicants* (B-49) ***ready for board***
        iii. 4105B *Religious Workplace Accommodations for Employees and Applicants* (p. A-30) ***ready for board***
        iv. 5714 *Threat Assessment and Response* (A-101) - ***ready for board***
        v. 5715 *Student Oral Health Assessment* (A-103) - ***ready for board***
    b. The committee discussed to following updated Title IX policies (all legal)
        i. 3115 *Non-Discrimination, Anti-Harassment, and Retaliation* - ***ready for board***
        ii. 3115A *Definitions for 3115 Series* - ***ready for board***
        iii. 3115B *Designation of Coordinators* - ***ready for board***
        iv. 3115C *Supportive Measures* - ***ready for board***
        v. 3115D *Informal Resolution* - ***ready for board***
        vi. 3115E *Grievance Procedure and Remedies* - ***ready for board***
        vii. 3115F *Complaint Dismissal and Appeals* - ***ready for board***
        viii. 3115G (intentionally left blank)
        ix. 3115H *Training Requirements, Recordkeeping, and Policy Notice)* - ***ready for board***
        x. 3118 *Title IX Sexual Harassment* - ***ready for board***
    c. The committee discussed recommended minor updates to the following policies.
        i. These were updates from July 2024, January 2025, and March 2025 which were not reviewed due to the delayed adoption of the full Thrun policy book. Normally there would not be so many.
        ii. The committee opted **not** to make this Thrun-suggested change in all policies: DCS will not substitute *Parent* for *parent/guardian* in the full Thrun policy book.
        iii. **Ready for the Board:** 2201 BOE Powers; 2401 BOE Elections; 2501 Meetings; 3102 Smoking, Tobacco Products, Drugs, and Alcohol; 3106 Booster Club, PTOs and Other Support Groups; 3402 Drills, Plans and

Reports; 4109 Break Time for Nursing Mothers; 4201 Employee Ethics and Standards; 4202 Child ProtectiveServices (CPS) and Adult Protective Services (APS) Reporting Sand Student Safety and Welfare; 4206 Employment Contracts; 4209 Employee Conduct and Ethics; 4213 Anti-Nepotism; 4215 District Technology and Acceptable Use; 4403 Performance Evaluation; 4405 Reduction in Force and Recall; 4408 Termination; 4409 Non-Renewal; 4503 Performance Evaluation; 4507 Termination; 4603 Performance Evaluation; 5103 Search and Seizure; 5105 Collaboration with Outside Entities; 5203 Hazing; 5204 Dress Code; 5206C Student Discipline - Reinstatement Following Expulsion; 5303 Student Enrollment and Withdrawal; 5409 Academic Credits and Graduation; 5415 Summer School; 5416 Homebound and Hospitalized Instruction; 5510 Student-Initiated, Non-Curricular Clubs; 5701 Abuse and Neglect; 5707 School Wellness Policy; 4101 Non-Discrimination; 4102 Anti-Harassment; 4104 Employee Complaint Procedure for Allegations Implicating Civil Rights; 5202 Unlawful Discrimination, Harassment, and Retaliation Against Students; 5206 Student Discipline.

d. Committee Recommends No Updates to Current Policies:
    i. Reasons for not updating include *Parent/parent/guardian* being the only edit and/or current DCS-drafted policies and DCS-modified Thrun policies in place are better.
    ii. **Not Going Forward:** 2203 Authority to Establish Curriculum; 2302 BOE Ethics; 2303 BOE Ethics Violations; 2405 BOE Officers; 2504 Public Participation; 3105 Visitors and Volunteers; 5102 Lockers; 5304 Part-Time Students; 5405 Title I; 5420 Sex Education; 5506 Field Trips; 5710 Suicide Prevention; 5807 Flag Display, Pledge of Allegiance.

5. **Future Business**
    a. Advertising
    b. Fundraising - NEOLA 5830 - Thrun 5501
    c. ESTA policy (by June 30)
    d. Christie revisit policies: 3212 (Post-Issuance Disclosure Compliance); 6700 (FSLA);
    e. 5207 (Anti-Bullying) - requires public hearing
    f. Review all old policies to rescind
6. **Adjournment** - 10:38pm

Sex Education Advisory Board Meeting Minutes
3/19/2025

Dexter High School - Room 584
12:30 pm-2:45 pm

Present: Violet Vrsek, Eric Tamme, Dr. Laura Babe, Pr. Denise Kasischke, Laura Preston, Kari Reschke, Cole Doty, Violet Vrsek, Mutheu Esilaba, Penni Jones, Ryan Bruder, Ann Pregont, Crystal Zurek

Absent: Kim Kirkey, Anne Scruggs, Dr. Randy Desrochers, Kaela Laurin

Guests Present: None

1) Meeting Minutes from 2/19/25
2) Approval of Agenda
3) Public Participation
Structured Feedback (60 minutes)
● Use a "Warm & Cool Feedback" protocol:
    ○ Warm Feedback: SEAB members write down their feedback on sticky notes and share what they appreciate or find strong about the recommendation.
    ○ Cool Feedback: SEAB members write down their feedback on sticky notes and share concerns, challenges, or areas needing further clarification.
    ○ Feedback should focus on specific aspects of the presentation.

Group Discussion and Collaboration (60 minutes)
● Facilitate an open discussion:
    ○ Key Question: "What adjustments or additional support would make this recommendation feasible and beneficial for all stakeholders?"
    ○ Encourage collaborative problem-solving to address concerns raised during feedback.
Next Steps and Closing (30 minutes)
● Recap the main points of the discussion.
● Agree on action items (e.g., revising the recommendation, gathering additional data, or scheduling a follow-up meeting).

4) Action Items
- **Revisit Lesson 1 in 4th grade: Gender Identity**
- **Add supplemental lessons to higher grade levels**
- **Select reputable/selected websites to use and have approved (6th grade crab lesson)**
- **Period products -updated resource**

DEXTER COMMUNITY SCHOOLS
Craig McCalla, Principal for Operations
2704 Baker Road, Dexter, Michigan 48130
(734) 424-4100 ext. 1344 fax (734) 424-4108
mccallac@dexterschools.org

To: Board of Education

From: Craig McCalla, Principal for Operations

Date: May 6, 2025

RE: Power for Al Ritt Scoreboard and Sound System

The 2017 bond included updates to scoreboards. On January 27th, 2025, the Board of Education approved the purchase of one Daktronics Live Video & Scoreboard Display for Al Ritt Stadium, the installation, and a contingency of $61,297 for a total cost of $469,945.20. At the time of approval we were waiting for the bids for running the necessary power and technology to the board.

We put out an RFP for the electrical work. We received five bids. The bids were from AF Smith, Inc. O'Donnell Electric, Innovative Energy Controls, Hopp Electric, LLC, and Huron Valley Electric Company. The lowest qualified bid was O'Donnell Electric at a price of $36,374.00. This bid fits in the established contingency amount the board approved.

Attached is the bid tabulation.

DEXTER COMMUNITY SCHOOLS

Dexter Community Schools
Bids Received for Al Ritt Scoreboard Power
Bid Category 26-04: Al Ritt Scoreboard Power
Bid Issued: April 21, 2025
Bids Due: May 5, 2025

Bidder	Bid Category	Base Bid	Signed	Non-Iran	Familial Disclosure	Bid Bond	Alternates Total
AF Smith Electric, INC.	**26-04**	$58,600.00	Yes	Yes	Yes	Yes	NA
O'Donnell Electric	**26-04**	$36,374.00	Yes	Yes	Yes	Yes	NA
Innovative Energy Controls	**26-04**	$45,830.00	Yes	Yes	Yes	Yes	-$2,500
Hopp Electric, LLC	**26-04**	$73,000.00	Yes	Yes	Yes	Yes	$4,650
Huron Valley Electric Co.	**26-04**	$65,000.00	Yes	Yes	Yes	Yes	NA

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release ("Agreement") is entered into between **Katherine Kuzma** (the "Employee"), the **Board of Education** (the "Board") of the **Dexter Community Schools** (the "District"), and the Dexter Education Association, MEA/NEA (the "Association"), collectively the "Parties."

Facts:

1. The Employee is employed as a teacher in the District and is in the bargaining unit represented by the Association.
2. Employee and the District agree that it is in their mutual and respective best interests to formulate, agree upon, and implement acceptable and amicable arrangements for the separation of Employee from her employment with the District.
3. Both Employee and the District desire to resolve any controversies or concerns relating to Employee's employment with the District without resorting to litigation or other adversary proceedings which would likely be expensive and potentially detrimental to the effective operations of the school district regardless of the outcome.
4. Employee and the District have agreed to adjust, compromise, and settle permanently all controversies, claims, disputes, and differences existing between them arising out of the allegations and/or all matters whatsoever arising out of Employee's employment with the District.
5. The parties mutually desire to enter into this Agreement to set forth the terms of the Employee's resignation of employment with the District.

In consideration of the mutual promises set forth below, the parties agree as follows:

1. **Resignation.** In exchange for the consideration offered in ¶ 2 of this Agreement, the Employee agrees to the following terms:

   A. The Employee will execute and submit to the Superintendent her voluntary resignation from all employment with the District, effective April __, 2025, along with a signed copy of this irrevocable Agreement. The resignation will be in writing, shall be in a form substantially similar to Attachment A, and will be considered to be incorporated into this Agreement as Attachment A.

   B. Except as expressly stated in this Agreement, it is understood and agreed that this Agreement and the Employee's voluntary resignation of employment in all capacities constitute a final, comprehensive, irrevocable, and permanent surrender and relinquishment of all employment rights that the Employee has with the District, and that her resignation is final and irrevocable upon acceptance by the Superintendent. Employee agrees that she will not apply for any position at the Dexter Wellness Center for a period of three (3) years.

2. **Compensation and Benefits.** Provided that the Employee executes this Agreement and has complied with all terms and conditions of this Agreement, the following compensation and benefits will be provided to the Employee.

   A. The District will continue to pay the Employee's current contractual salary (less applicable withholdings, deductions, and employee contributions towards health insurance) through the District's regular payroll cycle, through and including December 31, 2025. The District

will continue the Employee's vision, dental, and medical insurance benefits through and including December 31, 2025.

B. The Employee has the right to purchase a continuation of insurance benefits under COBRA, 29 USC §§ 1161, *et seq.*, as permitted by law.

C. The Employee understands and agrees that she is fully responsible for her obligations to pay any State, Federal, and/or Local taxes as may be due pursuant to the payment of any compensation referenced in this paragraph.

D. The District agrees to pay out unused sick or personal days in accordance with the applicable bargaining agreement.

3. **Final Compensation.** The Employee acknowledges and accepts the terms of this Agreement and the payments made under its terms as the sole, exclusive, and final compensation to be provided by the District to the Employee for the remainder of her employment with the District. Additionally, the Employee acknowledges that except as is specifically provided in ¶ 2 of this Agreement, the Employee is not entitled to any other compensation, benefits, or separation payments provided under any existing, expired, or successor contract or due to any other established working condition or policy.

4. **Access to District Property.** The District agrees that, upon the Employee's resignation, she will be permitted the same access to District property and events as other parents. The Parties agree that nothing in this paragraph is intended to grant the Employee greater rights than other parents enjoy, and that, as is the case with any parent, the District may restrict access in the future for conduct that is disruptive, or for any lawful reason.

5. **Unprofessional Conduct.** The District will respond truthfully to any request made under Revised School Code Section 1230b. If the answer given is in the affirmative, the following statement will also be included: "Allegations had been made that Ms. Kuzma violated the District's policy with regard to emailing with her former students and other student athletes in violation of District policy. The District did not uncover evidence of inappropriate physical contact with students, and a vast majority of the emails appeared to be for the purpose of encouraging and supporting students and student athletes."

6. **Statement.** The District and the Employee agree that the Employee may share the statement at Attachment B in any manner she deems appropriate. The District agrees that the content in the Statement at Attachment B is accurate and fairly reflects the situation that led to this Agreement.

7. **Unemployment Compensation.** If Employee applies for unemployment insurance compensation benefits under the Michigan Employment Security Act, MCL 421.1 *et seq.*, the District may provide the Unemployment Insurance Agency a copy of this Agreement to show that Employee voluntarily terminated her employment. The determination of Employee's eligibility for benefits, however, is within the sole jurisdiction of the Michigan Unemployment Insurance Agency. Neither the District nor the Board make any guarantees as to whether Employee is eligible for, or will receive, benefits.

8. **Conversion of Life Insurance.** Employee acknowledges that she has been advised of her rights pursuant to Section 4438 of the Insurance Code to convert her life insurance policy, and that she must make application to the life insurance carrier within 31 days of her resignation.

9. **Consideration.** The Employee acknowledges and agrees that the terms of this Agreement constitute sufficient consideration for her resignation of all employment with the District, as well as for the covenants and releases made by her in this Agreement.

10. **District Property.** The Employee acknowledges that she will return all District property issued to her for use as a District employee, including but not limited to keys, electronic equipment, and files.

11. **Disclosure.** This Agreement may be subject to disclosure under the Michigan Freedom of Information Act, MCL 15.231 *et seq.* or other lawful requirements of a court or administrative agency of competent jurisdiction.

12. **Release and Waiver of Claims.** In consideration of the mutual promises set forth in this Agreement and the payments made to the Employee pursuant to this Agreement, the Employee, for herself and her heirs, executors, successors, and assigns, agrees to forever discharge and release the District and all of its past or present officers, Board members, employees, and/or agents (whether acting as an agent for the District or in an individual capacity) from any and all claims, complaints, charges, demands, grievances, losses, expenses, rights, entitlements, and/or other causes of action (pending or contemplated) of any kind (and without limitation) whether known or unknown, which the Employee currently has or may claim to have against any of the above, including:

A. Claims or grievances for breach of contract, wrongful discharge, constructive discharge, violation of constitutional rights, discrimination for disability, age, sex, religion, race, national origin, veteran status, and/or marital status which may have arisen under the United States Constitution, the Federal Civil Rights Acts, the Americans with Disabilities Act, Section 504 of the Vocational Rehabilitation Act, the Age Discrimination in Employment Act as amended by the Older Workers Benefits Protection Act, the Family and Medical Leave Act, the Michigan Employment Security Act, the Fair Labor Standards Act, the Michigan Constitution, the Michigan Elliott-Larsen Civil Rights Act, the Michigan Persons with Disabilities Civil Rights Act, the Michigan Whistleblowers' Protection Act, the Michigan Payment of Wages and Fringe Benefits Act, the Michigan Disability Compensation Act, the Michigan Occupational Health and Safety Act, and any other pertinent federal and state statutes;

B. In the event that the law prohibits a waiver of claims under any statute or regulation identified or referenced above, Employee acknowledges that she has no valid claim under such statute or regulation;

C. Claims for personal injury and/or damages of any kind, including those for infliction of emotional or mental distress, invasion of privacy, defamation, and/or injury to reputation;

D. Any kind of contractual, legal, or equitable claim arising during and from her employment and/or resignation from employment with the District, including (but not limited to) any and all of the circumstances leading to her resignation pursuant to the terms of this Agreement; and

E. Any relief, no matter how described, including, but not limited to attorney's fees, costs, interest, wages, back pay, compensatory damages, and punitive damages.

The Employee understands and agrees that this Agreement is a full and final accord and satisfaction as to any and all such claims. Provided, however, that either party may institute an action in any Michigan court of competent jurisdiction for redress of any breach of this Agreement.

13. **Waiver and Release of Age Discrimination in Employment Act Claims.** As for the waiver and release of any potential Age Discrimination in Employment Act claims only, the Parties understand and agree that:

A. The Employee has at least twenty-one (21) calendar days to consider this waiver and release of claims and that if she signs this Agreement earlier, she does so voluntarily, freely, and without reservation, with the intent to waive the balance of the 21-day period;

B. The Employee has seven (7) calendar days after this Agreement's effective date to revoke the waiver and release any Age Discrimination in Employment Act claims. To revoke this Agreement, the Employee must deliver a written revocation to the District's Board President on or before the seventh day following the effective date of this Agreement. If the Employee does not submit a written revocation within the 7-day revocation period, the waiver and release of all potential Age Discrimination in Employment Act claims will become immediately enforceable without any further affirmative act by any party;

C. The Employee has been advised, in writing by this Agreement, that she may seek legal counsel of her choice to review this Agreement, including the waiver and release language; and

D. The Employee's waiver and release does not include potential Age Discrimination in Employment Act claims that may arise after the Agreement's effective date.

14. **Association Release.** For and in consideration of the representational services provided by the Association, the negotiation of this Agreement on behalf of Employee, and for other good and valuable consideration, Employee (for herself and her heirs, successors, and assigns) hereby releases, discharges, and acquits the Association (its affiliates and their respective agents, employees and representatives) from any and all claims, actions, demands, causes of action, and/or damages or liability of every kind, nature, and description whatsoever, whether known or unknown, whether founded in fact, law, or equity, related to, arising from, touching upon, or concerning the Employee's employment or separation from employment with the District or the negotiation or execution of this Agreement, or any matter, cause, act or omission whatsoever with respect thereto. It is expressly understood and agreed that the terms of this Agreement represent a full and final disposition and satisfaction of any and all contractual, constitutional, statutory, and common law duties and obligations owed or undertaken by the Association (its affiliates, agents, employees and representatives) to, for, and on behalf of the Employee.

15. **Attorney Consultation.** The Employee acknowledges that she is and therefore has been advised, in writing, to consult with an attorney of her choice before accepting and signing this Agreement.

16. **Consultation.** The Employee additionally represents that she has carefully read this Agreement in its entirety and has had a complete opportunity to consider fully the Agreement's terms and to consult with members of her family, colleagues, legal counsel of her selection, and tax advisors, as well as health care professionals and/or other medical personnel from whom she may receive services, about the advisability of entering into this Agreement and resigning her employment from the District in all capacities. After undertaking such consultations (or having had adequate opportunity to do so), the Employee has knowingly,

voluntarily, and independently concluded that it is in her best interest to resign her employment with the District in all capacities and to accept the terms and benefits set forth in this Agreement.

17. **MPSERS Consultation.** The Employee acknowledges that she has contacted and communicated with MPSERS to obtain the necessary information and confirmation of her retirement eligibility and benefits or has had a reasonable opportunity to do so and has had an opportunity to seek and obtain information and advice about her retirement eligibility and benefits under MPSERS and has determined that the terms and conditions thereof are acceptable and satisfactory to her. The Employee acknowledges and agrees that she will not attempt to hold the District responsible for any dispute which may arise about her eligibility and/or benefits with the MPSERS as a result of her resignation and the acceptance of the benefits of this Agreement. This statement does not affect the Employee's right to pursue any such dispute with the MPSERS.

18. **Voluntary Acceptance.** The parties acknowledge that they have carefully read and fully understand the provisions of this Agreement and have not relied upon any representation or statements, written or oral, not set forth in this document. The Employee acknowledges that she has entered into this Agreement and has submitted her resignation voluntarily and has not been subjected to any duress, intimidation, or coercion for this matter by the District (including its individual officers, Board members, employees, and/or agents).

19. **Tenure Rights.** Employee is hereby notified and acknowledges notification that Article VI, Section 1 of the Teacher's Tenure Act states:

> A teacher who has achieved continuing tenure status may appeal to the Tenure Commission any decision of a controlling board under this Act, other than a decision governed by Article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision. The Tenure Commission shall provide for a hearing on the appeal. Notice and conduct of the hearing shall be the same as provided in Article IV and in rules promulgated by the Tenure Commission.

20. **Compromise.** This Agreement represents a compromise by the parties. The parties' intent in entering this Agreement is to avoid further proceedings, administrative action, or litigation. The parties' execution of this Agreement does not represent, nor shall it be construed as, an acknowledgment or admission of any nature whatsoever about any matter arising from the Employee's employment and/or resignation and separation of employment with the District. The parties agree that this Agreement may be used as evidence only in a proceeding in which a party alleges a breach of this Agreement.

21. **Nonprecedential.** This Agreement shall not be considered as precedential by any party.

22. **Choice of Law.** This Agreement is to be construed at all times in accordance with and governed by the laws of the State of Michigan.

23. **Separability.** If a court of competent jurisdiction holds any provision of this Agreement illegal, void, or unenforceable, that provision shall be of no force or effect and shall not impair the enforceability and continued validity of any other provision.

24. **Binding Effect.** This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, successors, and assigns.

25. **Modification.** This Agreement may only be modified in writing, executed by all of the undersigned parties, and this provision can only be waived if so signed by all of the undersigned parties.

26. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes and terminates any prior or concurrent agreements, written or oral, regarding its subject matter. This Agreement constitutes the sole and exclusive obligation of the parties to each other about the Employee's separation from employment with the District in all capacities.

27. **Authorization.** The Superintendent is authorized to sign this Agreement on behalf of the Board and the District.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates recorded below, by affixing their signatures as follows:

Employee

Dated: 4/22/25

Katherine Kuzma

Katherine Kuzma

Dexter Education Association, MEA/NEA

Dated: 4/24/25

Kelly Powers

By: Kelly Powers

Its: MEA UniServ Director

Dexter Community Schools

Dated: April 22, 2025

By

Dr. Christopher Timmis

Its Superintendent

Attachment "A" – Letter of Resignation

[date]

Dr. Christopher Timmis
Superintendent
Dexter Community Schools

Re: Resignation of Employment

Dear Dr. Timmis:

I submit my irrevocable resignation from all employment with the Dexter Community Schools in any and all capacities to be effective April 22, 2025.

Sincerely,

Katherine Kuzma

Attachment B – Statement

The District investigated concerns about a large number of emails sent by employee Katherine Kuzma to high school students. The District did not find evidence of inappropriate physical interactions with students. Throughout the investigation, it was Ms. Kuzma's position that the emails were of a supportive nature and were intended only to positively motivate students.

STATE OF MICHIGAN
MICHIGAN OFFICE OF ADMINISTRATIVE HEARINGS AND RULES

IN THE MATTER OF:

KATHERINE KUZMA,
Petitioner

v

DEXTER COMMUNITY SCHOOLS,
Respondent

_____/

Docket No.: 25-009616

Case No.: STC 25-1

Agency: Education

Case Type: ED Teacher Tenure

Filing Type: Appeal

Issued and entered
this 1st day of May 2025
by: Lindsay Wilson
Administrative Law Judge

ORDER ACKNOWLEDGING WITHDRAWAL AND DISMISSING CASE

On April 30, 2025, the Michigan Office of Administrative Hearings and Rules received a signed Stipulation for Withdrawal of Petitioner's Claim of Appeal from the parties in the above-captioned matter

NOW THEREFORE, IT IS ORDERED that this matter is dismissed with prejudice. Accordingly, we have removed this case from our formal hearing docket, canceled the hearing scheduled for May 8th, 12th, 13th, and 14th, 2025 and are closing our file in this matter.

Lindsay Wilson
Lindsay Wilson
Administrative Law Judge

PROOF OF SERVICE

I certify that I served a copy of the foregoing document upon all parties and/or attorneys, to their last-known addresses in the manner specified below, this 1st day of May 2025.

P. Moore

P. Moore
Michigan Office of Administrative Hearings and Rules

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