



March 12, 2024 Regular Board Meeting

A Regular meeting of the Board of Education of Washtenaw Intermediate School District will be held beginning at 5:00 PM at the WISD Teaching and Learning Center, 1819 S. Wagner Rd. Ann Arbor, MI (734) 994-8100.

Tuesday, March 12, 2024 05:00 PM

1. Call To Order - President Diane Hockett

2. Roll Call - Victoria Westmoreland, Administrative Assistant to the Superintendent

3. Approval of the Agenda

[March 12, 2024 Memo \(p. 3\)](#)

4. Communications

5. Public Participation

6. Special Presentations

A. Career Technical Education (CTE) and Applied Learning in Washtenaw County

7. Equity, Inclusion, and Social Justice Dialogue

8. Consent Agenda

A. Approval: Minutes

[February 27, 2024 Minutes \(p. 230\)](#)

B. Approval: Superintendent's Recommendations

078-23-24 Employment Recommendations

[New Hire_M. DiFranco \(p. 234\)](#)

[New Hire_T. Talley \(p. 237\)](#)

079-23-24 Reclassification Requests

[Reclassification_G. Myers \(p. 240\)](#)

[Reclassification_T. Woods \(p. 248\)](#)

[Reclassification_Position Number of Work Days \(p. 250\)](#)

[Reclassification_Position Title Change \(p. 252\)](#)

080-23-24 New Position Requests

[New Position_Special Education Coordinator \(p. 258\)](#)

[New Position_Special Education Supervisor \(p. 263\)](#)

081-23-24 Staff Retirement

[Retirement_L. O'Neal \(p. 268\)](#)

082-23-24 New PAC Member from Saline Area Schools

[Parent Advisory Committee Recommendation \(p. 270\)](#)

083-23-24 Chapelle Lease Renewal

[Chapelle Lease Renewal \(p. 280\)](#)

084-23-24 Early Literacy Coaching Contract

[Early Literacy Coaching Contract Memo \(p. 305\)](#)

[Early Literacy Coaching Contract \(p. 306\)](#)

9. Unfinished Business

10. New Business

A. Ypsilanti Community Schools Supplemental Pilot Plan

[Supplemental Services Pilot Plan for Ypsilanti Community Schools \(p. 315\)](#)

B. Board Policies - First Read

[Board Policies - Memo \(p. 323\)](#)

[PO 1662 - Anti-harassment \(p. 324\)](#)

[PO 3362 - Anti-harassment \(p. 343\)](#)

[PO 4362 - Anti-harassment \(p. 362\)](#)

[PO 5517 - Anti-harassment \(p. 381\)](#)

[PO 1422 - Nondiscrimination and Equal Employment Opportunity \(p. 400\)](#)

[PO 3122 - Nondiscrimination and Equal Employment Opportunity \(p. 412\)](#)

[PO 4122 - Nondiscrimination and Equal Employment Opportunity \(p. 424\)](#)

11. Other Items of Business

12. Board of Education Reports

13. Administrative Reports

A. Superintendent's Report

B. Retainer Newsletter

[February 2024 School Law Notes \(p. 436\)](#)

14. Adjournment



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A. Career Technical Education (CTE) and Applied Learning in Washtenaw County

7. Equity, Inclusion, and Social Justice Dialogue

8. Consent Agenda

A. Approval: Minutes

[February 27, 2024 Minutes \(p. 7\)](#)

B. Approval: Superintendent's Recommendations

078-23-24 Employment Recommendations

[New Hire_M. DiFranco \(p. 11\)](#)

[New Hire_T. Talley \(p. 14\)](#)

079-23-24 Reclassification Requests

[Reclassification_G. Myers \(p. 17\)](#)

[Reclassification_T. Woods \(p. 29\)](#)

[Reclassification_Position Number of Work Days \(p. 31\)](#)

[Reclassification_Position Title Change \(p. 33\)](#)

080-23-24 New Position Requests

[New Position_Special Education Coordinator \(p. 39\)](#)

[New Position_Special Education Supervisor \(p. 44\)](#)

081-23-24 Staff Retirement

[Retirement_L. O'Neal \(p. 49\)](#)

082-23-24 New PAC Member from Saline Area Schools

[Parent Advisory Committee Recommendation \(p. 51\)](#)

083-23-24 Chapelle Lease Renewal

[Chapelle Lease Renewal \(p. 61\)](#)

084-23-24 Early Literacy Coaching Contract

[Early Literacy Coaching Contract Memo \(p. 86\)](#)

[Early Literacy Coaching Contract \(p. 87\)](#)

9. Unfinished Business

10. New Business

A. Ypsilanti Community Schools Supplemental Pilot Plan

[Supplemental Services Pilot Plan for Ypsilanti Community Schools \(p. 96\)](#)

B. Board Policies - First Read

[Board Policies - Memo \(p. 104\)](#)

[PO 1662 - Anti-harassment \(p. 105\)](#)

[PO 3362 - Anti-harassment \(p. 124\)](#)

[PO 4362 - Anti-harassment \(p. 143\)](#)

[PO 5517 - Anti-harassment \(p. 162\)](#)

[PO 1422 - Nondiscrimination and Equal Employment Opportunity \(p. 181\)](#)

[PO 3122 - Nondiscrimination and Equal Employment Opportunity \(p. 193\)](#)

[PO 4122 - Nondiscrimination and Equal Employment Opportunity \(p. 205\)](#)

11. Other Items of Business

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A. Superintendent's Report

B. Retainer Newsletter

[February 2024 School Law Notes \(p. 217\)](#)

14. Adjournment



MEMORANDUM

TO: Board of Education

FROM: Naomi Norman, Superintendent

DATE: March 12, 2024

RE: Regular Meeting March 12, 2024

Agenda Item 3: Approval of the Agenda: President Diane Hockett will ask for approval of the agenda. (p. 3)

Agenda Item 4: Communications: There are no communications at this time.

Agenda Item 5: Public Participation: Members of the public who wish to address the Board may do so at this time.

Agenda Item 6: Special Presentations

A. Career Technical Education (CTE) and Applied Learning in Washtenaw County: CTE Director, Ryan Rowe will present the Career Technical Education (CTE) and Applied Learning in Washtenaw County presentation to the Board.

Agenda Item 7: Equity, Inclusion, and Social Justice Dialogue: Superintendent Naomi Norman will facilitate the equity, inclusion, and social justice discussion.

Agenda Item 8: Consent Agenda

A. Approval: Minutes: Approval of the minutes of the February 27, 2024, regular meeting. (p. 7)

B. Approval: Superintendent's Recommendations:

The Superintendent recommends the Board accept the following employment recommendations:

078-23-24 Employment Recommendations: Please see the employment recommendations for: Mary Beth DiFranco as a School Social Worker. If approved by the Board Mary Beth DiFranco's salary will be \$84,6410.00, MA Step 12. All other fringe benefits are set forth in the Unit II contract. (p. 11)

Traci Talley as a Legal Assistant. If approved by the Board Traci Talley's salary will be \$69,308.00, Grade 7, Step 2. All other fringe benefits are set forth in the Non-affiliated manual. (p. 14)

The Superintendent recommends the Board accept the following reclassifications:

079-23-24 Reclassification Requests: Please see the reclassification requests for:

Gregory Myers, current position: EISJ Project Specialist, 1.0 FTE, 230 workdays, Salary: Grade 5, Step 4, Non-affiliated bargaining. Recommended position: EISJ Program Manager, 1.0 FTE, 230 workdays, Salary: Grade 6, Step 4, Non-affiliated bargaining. (p. 17)

Tiffany Woods, current position: Early Head Start Home Visitor, 0.5 FTE, 230 workdays, Salary: EC Grade 2, Step 3, Unit I bargaining. Recommended position: Early Head Start Home Visitor, 1.0 FTE, 230 workdays, Salary: EC Grade 2, Step 3 Unit I bargaining. (p. 29)

Vacant, current position: General Education Social Worker, 1.0 FTE, 185 workdays, Salary: NA, Unit II Bargaining. Recommended position: General Education Social Worker, 1.0 FTE, 205 workdays, Salary: NA, Unit II bargaining. (p. 31)

Vacant, current position: Technician III – Human Resources 1.0 FTE, 230 workdays, Salary: NA, Non-affiliated bargaining. Recommended position: Legal Assistant, 1.0 FTE, 230 workdays, Salary: Grade 7, Step 2, Non-affiliated bargaining. (p. 33)

The Superintendent recommends the Board approve the following new position requests:

080-23-24 New Position Requests: Please see the new position requests for:

Special Education Coordinator (2), 2.0 FTE, 210 workdays, salary: \$81,396.00 - \$100, 034.00, Worksite: Teaching & Learning Center, Non-Affiliated bargaining. (p. 39)

Special Education Supervisor (2), 1.0 FTE, 230 workdays, salary: \$98,064.00 - \$120,519.00, Worksite: Teaching & Learning Center, Non-Affiliated bargaining. (p. 44)

The Superintendent recommends the Board accept the following retirement:

081-23-24 Staff Retirement: Please see the staff retirement for:

Lee O'Neal, effective December 31, 2024. Lee O'Neal has been employed with the WISD since January 1, 2014, as a Teaching Assistant, first at High Point, and most recently at the Red Oak Young Adult Program. (p. 49)

The Superintendent recommends the Board approve the new PAC appointment from Saline Area Schools:

082-23-24 New PAC Member from Saline Area Schools: Please see the memo from Executive Director of Special Education Deborah Hester Washington. Saline Area Schools has recommended Tara Hayes, a parent, to be appointed to the WISD Parent Advisory Committee (PAC). The terms of office for Tara Hayes would run through July 31, 2025. (p. 51)

The Superintendent recommends the Board approve the lease renewal with Ypsilanti Community Schools for a cost not to exceed \$20,924.00:

083-23-24 Chapelle Lease Renewal: Please see the memo from Director of Operations Tanner Rowe. The administration is seeking to renew WISD's lease with Ypsilanti Community Schools for Rooms 120 and 128 at Chapelle Business Center, for the Early Childhood team to maintain occupancy through June 30, 2025. These spaces are utilized for Early On, Early Intervention, and Early Head Start Services, and are conveniently located to serve Ypsilanti and Lincoln infants, toddlers, and families. The lease renewal is for one year commencing July 1, 2024, and running through June 30, 2025, at a monthly rate of \$1,744.00, for a total of \$20,924.00. (p. 61)

The Superintendent recommends the Board approve the Early Literacy Coaching Contract with Manchester Community Schools for a cost not to exceed \$60,000.00:

084-23-24 Early Literacy Coaching Contract: Please see the memo from Supervisor of Instruction Melissa Brooks-Yip, and Director of Instruction Jennifer Banks. The administration is recommending the addition of a contracted early literacy coach to the Washtenaw County Coaching Collaborative (WC3) professional learning network. This coach, operating out of Manchester Community Schools, will support Manchester teachers in implementing the Essential Instructional Practices in Early Literacy through June 30, 2024, for a total cost of \$60,000.00 – funded through the Michigan Department of Education Early Literacy Coaching Grant. (p. 86)

Recommendation: The Superintendent recommends that the Board of Education approve the minutes and Superintendent's recommendations in the Consent Agenda, as presented. (Roll Call Vote)

Agenda Item 9: Unfinished Business:

Agenda Item 10: New Business:

A. Ypsilanti Community Schools Supplemental Pilot Plan: Please see the memo from Deputy Superintendent Cherie Vannatter. Due to lower salaries and staffing shortages, Ypsilanti Community Schools (YCS) is not able to attract and retain special education staff. The administration recommends providing YCS with special education staff which would include two Speech Language Pathologists, two School Social Workers, and two Teacher Consultants through the Supplemental Services Pilot Plan. This pilot plan will help address non-compliance, improve student outcomes, and meet local district needs. (p. 96)

Recommendation: Motion that the Board of Education approve the implementation of Supplemental Services as a Pilot Plan with Ypsilanti Community Schools. (Roll Call Vote)

B. Board Policies – First Read: Please see the memo from Human Resources and Legal Services Supervisor Becky Mullins. (p. 104)

Recommendation: Motion that the Board adopt the following policy revisions:

- #1662 – Harassment (p. 105)
- #3362 – Harassment (p.124)
- #4362 – Harassment (p. 143)
- #5517 – Harassment (p. 162)
- #1422 – Nondiscrimination & Equal Employment Opportunity (p. 181)
- #3122 – Nondiscrimination & Equal Employment Opportunity (p. 193)

- #4122 – Nondiscrimination & Equal Employment Opportunity (p. 205)

Recommendation: Motion that the Board of Education approve policies #1662 – Harassment, #3362 – Harassment, #4362 – Harassment, #5517 – Harassment, #1422 – Nondiscrimination & Equal Employment Opportunity, #3122 – Nondiscrimination & Equal Employment Opportunity, #4122 – Nondiscrimination & Equal Employment Opportunity, as presented. (Roll Call Vote)

Agenda Item 11: Other Items of Business:

Agenda Item 12: Board of Education Reports:

Agenda Item 13: Administrative Reports:

A. Superintendent’s Report: Superintendent Norman will address the Board.

B. Retainer Newsletter: The February 2024 edition of the School Law Notes from Thrun Law Firm is attached. (p. 217)

Agenda Item 14: Adjournment

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION MEETING MINUTES**

Tuesday, February 27, 2024

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, February 27, 2024, in Washtenaw ISD's Teaching and Learning Center Board Room at 1819 South Wagner Road in Ann Arbor, Michigan.

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by President Diane Hockett

ATTENDANCE

The following members were present:

Diane Hockett, President
Mary Jane Tramontin, Vice President
Theresa Saunders, Secretary
Steve Olsen, Trustee

The following member was absent:

Sarena Shivers, Treasurer

Quorum was met.

Also present:

Naomi Norman, Superintendent
Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent
Edward Manuszak, Executive Director for Early Childhood
Holly Heaviland, Executive Director of Community & School Partnerships
LaDawn White, Early Childhood Grant Manager
Victoria Westmoreland, Administrative Assistant to the Superintendent

APPROVAL OF THE AGENDA

Motion by Steve Olsen, seconded by Mary Jane Tramontin, to approve the agenda, as presented.

Ayes: All.

Nays: None.

Motion carried.

FINANCIAL REPORTS: Associate Superintendent Brian Marcel reviewed the financial reports for December 2023, noting that the report did not account for the most recent Budget Amendments approved at the February 13, 2024, Board of Education meeting. Early Childhood Grants Manager LaDawn White reviewed the January 2024 Head Start Financial Reports, noting that the summary page had been amended to include encumbrances, and that there was a printing error with pages 73-70. LaDawn fielded questions from the Board.

Motion by Theresa Saunders, seconded by Mary Jane Tramontin, that the Board of Education approve the January 2024 Head Start Financial Reports, as presented.

Voting yes: Theresa Saunders, Mary Jane Tramontin, Steve Olsen, Diane Hockett.

Voting no: None.

Motion carried.

EQUITY, INCLUSION, AND SOCIAL JUSTICE DIALOGUE: Superintendent Naomi Norman facilitated the Equity, Inclusion, and Social Justice (EISJ) discussion, sharing about the following:

- An opportunity for the Board to engage in professional learning that is in line with equity work being facilitated at WISD. This was followed by a brief discussion about scheduling sessions.
- The Family Literacy Initiative Campaign Kickoff will be hosted at the Washtenaw Community College Morris Lawrence Building on Sunday, March 10, 2024, from 1:00 pm – 5:00 pm. The event is intended to raise awareness surrounding the literacy crisis in Washtenaw County and its impact on the community, boost recruitment of volunteers and tutors to assist literacy partners, and engage in dialogue with federal, state, and local leaders who will be in attendance.

CONSENT AGENDA

Motion by Mary Jane Tramontin, seconded by Steve Olsen, that the Board of Education approve the minutes and Superintendent's recommendations in the Consent Agenda, as presented.

Voting yes: Steve Olsen, Diane Hockett, Theresa Saunders, Mary Jane Tramontin.

Voting no: None.

Motion carried.

Approval of Minutes

The Board approved the minutes of the February 13, 2024, regular meeting.

074-23-24

The Board approved the following employment recommendations:

- Charlie Jones as a CTE Data Entry & Reporting Specialist.
- Kimberley Rock as a Teacher Consultant for WEOC/WAVE.
- Michael Schwartz as a Teaching Assistant.

075-23-24

The Board approved the following reclassification requests:

- Joy Taylor, WAVE Teacher Consultant, 1.0 FTE, 185 Workdays, Unit II Bargaining, to Transition Teacher Consultant, 1.0 FTE, 185 Workdays, Unit II Bargaining.
- Vacant, Social Worker, Infant Mental Health Specialist, 0.6 FTE, 111 Workdays, Unit II Bargaining, to Social Worker, Infant Mental Health Specialist, 0.7 FTE, 129.5 Workdays, Unit II Bargaining.

076-22-23

The Board approved the following staff retirement:

- Richard Korth, effective August 31, 2024.

077-23-24

The Board approved the following termination:

- VerShawn Patrick, effective February 12, 2024.

NEW BUSINESS – Robert Half Contract Amendment: Associate Superintendent Brian Marcel addressed the Board, sharing background information pertaining to the Robert Half Contract Agreement on behalf of Assistant Director of Technology & Data Services Matthew Cook, who could not attend the meeting. Brian Marcel shared the original contract that was approved by the Board in August of 2023 must be extended to meet technology and data services' pertinent staffing needs.

Motion by Steve Olsen, seconded by Theresa Saunders, that the Board authorize the administration to approve the amended contracted services agreement with Robert Half for LAN/WAN Support and Desktop Technical Support for a cost not to exceed \$134,00.00, as presented.

Voting yes: Mary Jane Tramontin, Steve Olsen, Diane Hockett, Theresa Saunders.

Voting no: None.

Motion carried.

NEW BUSINESS – Universal Pre-K Selection Criteria 2024-2025: Executive Director for Early Childhood Edward Manuszak address the Board, first sharing that WISD's selection criteria has been referenced as an exemplary model, then discussing the utilization and application of the Universal Pre-K Selection Criteria. Edward Manuszak fielded questions from the Board.

Motion by Steve Olsen, seconded by Mary Jane Tramontin, that the Board approve the 2024 Universal Preschool Selection Criteria for GSRP, Head Start, and Early Head Start services, as presented.

Voting yes: Theresa Saunders, Mary Jane Tramontin, Diane Hockett, Steve Olsen.

Voting no: None.

Motion carried.

BOARD OF EDUCATION REPORTS: Trustee Steve Olsen spoke about the following:

- Trustee Steve Olsen and Board President Diane Hockett have been working diligently with the Self-Assessment team. This process allows for the WISD to identify possible systemic issues. Mary Jane Tramontin and Theresa Saunders thanked both Steve Olsen and Daine Hockett for serving on this team and noted the impact of the team's work.

ADMINISTRATIVE REPORTS – Superintendent's Report:

Superintendent Naomi Norman spoke about the following:

- The A2Y Early Edition breakfast on Wednesday, February 21, 2024 featured local black writers, Marsalis Higgs and Elle Wright and book store owner, Carlos Franklin. They discussed their experiences in field of writing and publishing.
- Deputy Superintendent Cherie Vannatter shared information on the Honey Creek re-authorization process. The WISD board will need to evaluate the school and renew the charter contract by June 30, 2024. WISD is administering a culture survey to staff, parents, and students to use as part of the evaluation.
- Talent Together has been named one of the "Top 10 Education Innovations in the Country" by ASU+GSV.
- MAISA's instruction committee switched to a new format with the goal of improving coordination among instruction efforts. The committee decided to come together and apply for a math grant at the state level. If the funding is granted, this money will be used to provide a Math Coordinator at every ISD within the state. Board President Diane Hockett remarked on the strength of coordinating among ISDs.

ADJOURNMENT

The meeting was adjourned at 6:03 p.m.
Respectfully submitted,

Theresa Saunders, Secretary
Washtenaw ISD Board of Education

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Melissa Paschall, Special Education Principal

DATE: February 21, 2024

RE: New Hire Recommendation – Mary Beth DiFranco

I would like to recommend Mary Beth DiFranco for employment as a School Social Worker. If approved by the Board, Mary Beth DiFranco's salary will be \$84,6410.00, MA Step 12. All other fringe benefits will be set forth in the Unit II contract.

CC: Cherie Vannatter, Deputy Superintendent
Deborah Hester-Washington, Executive Director of Special Education
Cassandra Harmon-Higgins, Executive Director of Human Resources and Legal Services

MARY B. DIFRANCO, LMSW

Michigan Licensed Clinical Social Worker
MI Dept. Of Education Full Approval School Social Worker

Education

2010 Eastern Michigan University MSW
Children and Family Concentration
School Social Work Certification

1988 Eastern Michigan University BSW
Children and Family Concentration

Skills/Training

Trauma Informed Evidence Based Practices,
Cognitive Behavioral Therapy, Motivational
Interviewing, Solution Focused Therapy, Strengths
Based Approaches, Ele's Place Grief/Loss
Facilitator, Special Education Eligibility Evaluator,
Crisis Intervention-Suicide/Harm Assessment,
Autism Evaluation Team member, Early
Childhood Developmental Disorders,
Elementary/Middle School/High School Group
Facilitator for Social Skills, Anxiety, Depression,
Self-Esteem, Friendship, Trained in Safe Schools
Training for Sexual Minority Youth, UofM
TRAILS program and Michigan Collaboration for
Mindfulness in Education

SCHOOL BASED SOCIAL WORK

2010-Current School Social Worker-School Based Mental Health Provider

Early On/Early Childhood Elementary School, Middle School, High School
Ann Arbor, Dexter and Lincoln Consolidated Public Schools
Presence Learning virtual educational therapy staffing company

- Multi-Disciplinary Team Member for assessments and evaluation of students for Special Education services and/or 504 plans
- Facilitate weekly groups for students on social skills, social emotional goals, anger management, anxiety/depression, self-esteem, impulse control, attention issues using Evidence Based intervention and Play Therapy approaches
- Conducted individual sessions with students using evidence-based play therapy
- Early Childhood Early On assessments and provider
- Utilized assessment protocols such as the ADOS 2, Achenbach, BASC, CDI, Conners EC, DECA, Piers Harris, RCMAS, SCQ, CARS, SSRS
- Serve as the EPHY (education Project for homeless youth) Advocate
- Responsible for Crisis Intervention, Grief counseling, Suicide/Violence Assessment
- Responsible for Tienet service capture documentation and IEP Medicaid billing
- Assist in the development of District Crisis Protocol and Manual
- Assist families with Community Resources for assistance with food, clothing, shelter, medical needs and Autism medical evaluations
- Provided mental health support, mindfulness skills training to school staff as needed
- Assisted with creation of social emotional virtual learning curriculum videos to support students during pandemic

MEDICAL SOCIAL WORK

2021-2022 IHA-Trinity Health Pediatric Clinic Care Manager

- Collaborates with members of the health care team, parents, you adult patients to ensure the delivery of quality patient centered healthcare services
- Empowers patients who are at risk by providing self-management support and patient education to manage their health
- Provides targeted interventions in specialty population to ensure proper triaging of the patient and appropriate delivery of care in accordance with established protocols
- Coordinates the care and triage to appropriate outpatient community services and /or triage to emergency services or inpatient services of patients

-EPIC trained

Henry Ford Health Systems

Outpatient Child/Adol/Adult Intake Coordinator

- Conducted all New Patient Assessments and crisis intervention
- Participated in Quality Improvement team meetings to enhance system of new patient referrals and treatment
- Responsible for triage of patients during crisis situations
- Maintained updated resources for Clinicians
- Responsible for monthly stats on new patient referrals
- Sustained professional relationships with other clinics to ensure continuum of care for patients

Recover Coordinator-NIH Lung Health Study

- Responsible for retaining Lost to Follow-Up study participants
- Conducted 3, 6, 9 month study visits with participants per NHI protocols
- Facilitated weekly support group for study participants for smoking cessation.
- Co-organized Hospital's Great American Smoke-out

Chemical Dependency Counselor

-Assisted with development and implementation of Hospital's first Nicotine Dependency Clinic

-Co-created Program Protocol Manual and Counselor Interview questions -Responsible for Conducting interviews and hiring staff

-Counseled patients referred by physicians for smoking cessation treatment -Assessed for nicotine dependence and treatment and then made recommendations to physicians for patient nicotine replacement prescription treatment

Community Organization Social Work

Adoption Advocates Adoption Home Study Evaluator

-Responsible for conducting Home Study evaluation and reports for potential adoptive families

-Initiated background checks, gathered medical records, employment verification, income status

-Conducted extensive interview with parents on social history, daily routines, feelings about the possible adoption, and other things relevant to the adoption process

-Oversaw home inspection to determine a safe environment for a child ie. looking for things like smoke detectors and other safety features -Compiled written detailed Home Study report for submission to adoption agency

Spectrum Human Services Case Manager

-Responsible for overseeing the medical, educational, psycho-social needs of 26 youth ages 9- 14 who were in foster care due to abuse/neglect in their home environment

-Implemented trainings with residential care staff on Family Dynamics, Abuse/Neglect impact on youth and Professional Boundaries

-Coordinated Updated Service Plan reports to DHS

-Crisis intervention as needed with youth in care

-Facilitated anxiety, depression and social skills support groups with youth in foster care

United Methodist Retirement Community Social Worker

-Worked closely with families assisting their older loved one across the continuum of care from independent to assisted living settings within the retirement community

-Facilitated Grief/Loss support group with residents -Advocated for residents' self-determination choices to be supported by retirement community

-Assessed residents for activities of daily living status and mental wellness

DATE: March 8, 2024

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Cassandra Harmon-Higgins
Executive Director of Human Resources and Legal Services

SUBJECT: Recommendation to Hire

This is a recommendation to hire Traci Talley in the position of Legal Assistant for the Washtenaw Intermediate School District (WISD) Human Resources (HR) & Legal Department. Ms. Talley has twelve (12) years of valuable experience working as Legal Assistant (and Office Manager) for a multi-attorney law firm. Ms. Talley has been working for the WISD as a contractor (via Phoenix Services, LLC) for approximately seven (7) months, and in that time has proven to be reliable, organized, efficient, and an exceptionally hard worker. She has provided much needed assistance in balancing the team's caseloads.

With all that has been proverbially thrown her way, she has managed to show initiative and compassion with the variety of issues handled. She's also participated in several training courses/webinars for the benefit of the Department/organization. We are collectively pleased with her work; I am confident that the team and organization will continue to benefit from her hire.

If approved by the WISD Board, Ms. Talley would be a Non-Affiliated employee starting at a Grade 7, Step 2 (based on her years of experience), 230 days/year, with an annual salary of \$69,308; all other fringe benefits are set forth in the Non-Affiliated Manual.



Traci. Talley

PROFESSIONAL SUMMARY

Diligent and conscientious Legal Assistant with 12+ years experience in contract, employment, and family law. Skilled in fulfilling legal research needs, and providing expert case management support. Successful at maintaining complex docket systems, tracking deadlines and coordinating depositions and settlement conferences. Career highlights include creating and implementing policies and procedures for a new firm, providing administrative and legal support to multiple attorneys throughout high profile cases, resulting in favorable outcomes for our clients. I am a Client-focused, resolution driven Legal Assistant with a history of exemplary-rated performance.

SKILLS

- Legal Research
- Organization
- Time management
- Client Relations
- Written and verbal communication
- Records Management
- Word Processing and Data Entry
- Spreadsheet and Database Management
- Problem solving
- SAP ERP
- TimeNet Law
- Clio
- PACER
- Red Rover
- New World
- Office Suite

WORK HISTORY

CONTRACTOR / HR AND LEGAL SERVICES

07/2023 to CURRENT

Phoenix Services, LLC

- Providing skilled administrative and legal support to the Human Resources and Legal Services Department including, but not limited to, processing and managing various leave requests, assist with maintaining attendance database, reviewing and processing contracts, scheduling and coordinating meetings, data entry, work-flow tracking, file maintenance and records management, drafting, reviewing and editing documents and correspondences, conducting legal research, and performing duties and responsibilities requiring knowledge of federal and state employment laws and regulations as well as of the District's Collective Bargaining Agreements, Board Policies and Administrative Guidelines, managing special projects as assigned by Executive Director HR and Legal Services.

CONTRACTOR / SALES

02/2023 to 07/2023

Kelly Services, LLC

- Assisting customers with scheduling and coordinating training, for various lasers and their applications, utilizing the company's SIS database to track

training missions and processing training jobs

- Working with SAP ERP software to assist customers with assessing their after sales training needs, preparing quotes, processing sales orders, invoicing, ordering training supplies, preparing shipments of supplies to training sights, and reconciling training expenses.

LEGAL ASSISTANT/OFFICE MANAGER

01/2011 to 01/2023

Green Johnson Mumina & D'Antonio | Oklahoma City, OK

Providing administrative and legal support for attorneys; fielding inbound calls, reviewing and routing incoming mail; preparing and processing outgoing mail and faxes, arranging for specialized mail, or service of process as required; serving as a liaison between attorneys and clients; communicating effectively with clients, colleagues and court personnel; sourcing and verifying important case intelligence; maintaining case record system; drafting, proofing editing and filing legal documents, facilitating the meeting of deadlines, keeping multiple agendas, exercising independent judgment in determining priority level of all work assigned on a daily basis, assuring that high priority items are completed in a timely manner; performing conflict screening checks; entering all timekeepers and expenses for clients utilizing TimeNet Law, and Clio, and preparing and mailing invoices to clients, processing retainer payments.

EDUCATION

Foothills Adult Center

01/1987

Washtenaw ISD Position Change / Upgrade Form

The supervisor of the position should complete and sign this form if you are anticipating an upgrade /reclassification, title/duties change and/or a salary/market increase for the position. Please note that the final decision on classification of the subject position will be made by the Executive Cabinet and the Superintendent.

Change Recommended

Please select all that apply

- ☒ Position change
- ☐ Salary Level /Wage
- ☐ Location
- ☐ FTE
- ☐ Bargaining Unit
- ☐ Work days
- ☐ Account Split
- ☐ Other

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Gregory Myers

Department

Achievement Initiatives

Current Account 1

11.1299.1590.000.0000.09100.0000

Current Account 1 Split

85

Current Account 2

22.1299.1590.000.0000.09100.0000

Current Account 2 Split

15

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

Jennifer Banks

Current Position Title

EISJ Project Specialist

Recommended Position Title

EISJ Program Manager

Current Position Number

51.00.299.01

Recommended Position Number

51.00.299.01

Current Bargaining Unit

Non-Affiliated

Recommended Bargaining Unit

Non-Affiliated

Current Account 4 Split

Recommended Account 1

11.1299.1590.000.0000.09100.0000

Recommended Account 1 Split

85

Recommended Account 2

22.1299.1590.000.0000.09100.0000

Recommended Account 2 Split

15

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

Grade 5/ Step 4

Recommended Pay Rate/ Salary Level

Grade 6/ Step 4

Current FTE

1

Recommended FTE

1

Current Number of Work Days

230

Recommended Number of Work Days

230

Should the Current Position Remain?

- ☐ Remain
- ☒ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

TLC/ Achievement Initiatives

Recommended Location

Worksite/Desk Location

TLC/ Achievement Initiatives

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

The EISJ Project Specialist was initially developed to support our local districts to build awareness and provide coaching to develop educators' racial literacy. In addition to supporting our local districts, Greg has also taken on the responsibility of supporting departments within the WISD. He has been planning and facilitating the WISD's Equity Teams, meeting with department leaders and staff members, providing coaching, participating as a leader on the Equity Leadership Team, and attending cabinet-level professional level to support WISD leaders. Moreover, in 2023 Greg received his CCAR practitioner certification from the Pacific Education Group (PEG). PEG recognized him as "being a leader in the movement toward racial equity and transforming your organizational environment." Greg is a team player willing to support the AI team and teams across the WISD. His commitment to racial equity and supporting leaders and team members is above and beyond the initial expectations of the EISJ Project Specialist position. The value he brings to the WISD should be honored, through this position upgrade.

Effective Date

Date new duties were assigned or changes made

07/01/2023

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

No

Department Head Comments

Department Head

*Naomi Norman*06/30/2023

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Finance

*SAP*01/16/2024

Human Resources Approval

- ☐ Approve
- ☒ Adjust, See Ccomments

Human Resources Comments

Grade 9 (former GR 6), Step 2 Retroactive to 7/1/23; need updated JD. (Two JDs attached; HR needs clarification prior to issuing conditional offer regarding education required for the position).

Human Resources / Executive Admin Review

*CD Harmon-Higgins*08/10/2023

Superintendent Comments

Superintendent

*Naomi Norman*01/16/2024

WASHTENAW INTERMEDIATE SCHOOL DISTRICT
Position Description

Job Title: EISJ Program Manager

Department: Achievement Initiatives

Reports to: Director of Instruction

FLSA Status: Exempt (230 Days)

Prepared By: Jennifer Banks, Ph.D., Director of Instruction

Date Prepared: June 30, 2023

Approved by: Cassandra D. Harmon-Higgins, Esq.
Executive Director, Human Resources and Legal Services

Approval Date:

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Achievement Initiatives (AI) EISJ Project Manager provides synergy for the development of equity, inclusion, and social justice practices among WISD leaders, local district leaders, the WISD's collaborative partners, and the educators that the Achievement Initiatives Team serves.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Program Outcomes

- Promotes and sustains a strong sense of collectivism among Achievement Initiatives Team **members** and **WISD cabinet leaders**.
- Fosters a culture of collaboration between the Team, the Team's collaborative partners, and other WISD departments.
- Works to deepen the understanding and application of the racial equity curricula to the work of the Achievement Initiatives Team, the educator networks, and the Team's collaborative partners.
- Ensures that the WISD's Educational Equity Policy and six questions are applied consistently in problem-solving and decision-making.
- **Manages the budget for the Achievement Initiative team's Culture and Diversity efforts**
- **Supports WISD and LEA leaders to design and plan systemically around racial equity**

Core Competencies:

Emotional Intelligence

- Cultivates trust
- Takes a nonjudgmental approach
- Believes that our best work happens in community and connection with one another
- Employs care and compassion when engaging with their own vulnerability and the vulnerability of others
- Fosters a sense of interdependence
- Is in the continuous pursuit of joy, self-care, and community in order to sustain their work.

- Tolerant of ambiguity

Attending to Application and Practice

Engages culturally relevant facilitative practices in order to:

- Facilitate an introduction into social justice via an examination of social identities, the intersectionality of those identities, and their impact on adult development.
- Hold space for open and honest dialogue about the impact of social identities on educational practices as it applies to the Achievement Initiatives Team and the Team's collaborative partners.
- Articulate strategies that can be employed when engaging dominant cultural practices that perpetuate the marginalization of non-dominant groups.
- Sustain an adult learner's co-construction of histories that illuminate racial disparities, both past and contemporary.
- Maintain the consistent application of the Courageous Conversations about Race Protocol (the four agreements, six conditions, and the compass) in an effort to illuminate the role of race and its impact on the planning, implementation, and assessment of programming focused on advancing the application of the principles of racial equity as it applies to the Achievement Initiatives Team and the Team's collaborative partners.
- Affirm an adult learner's equity and social justice vision as well as guide them in their growth and development in a way that is compassionate.
- Design and facilitate of WISD's Equity Teams
- Support cabinet leaders in leading racial equity by attending cabinet-level professional development and contributing to developing the racial consciousness of the group.

Attending to Project Collaboration

- Contributes to the collaborative planning and development of equity and social justice professional development offerings for teachers and educational leaders (e.g. professional learning series, how to sessions, film series and other things as developed).
- Engages in identity-based coaching and development of educators, the Achievement Initiatives Team, and the Team's collaborative partners.
- Facilitates interdepartmental planning and enactment of collaborative work with the Achievement Initiatives Team.
- Listens to and discerns where people are in applying deep knowledge of racial equity and social justice to their work.
- Manages and provides coaching support around racial equity

Inquiring about project impact and growth

- Gives and receives feedback from adult learners in ways that foster growth and transformational development.
- Advises the development of evaluative tools related to equity, social justice, and inclusion professional learning sessions and seminars.

Social Justice and Racial Equity Mindsets and Dispositions

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in

the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.

- Committed to the life-long work of developing one's anti-racist, anti-oppressive skills, and liberation mindsets; applies these mindsets to all aspects of the position's duties and responsibilities.
- Demonstrates the ability to examine the impact of education inequities in student development outcomes as it aligns with race, ethnicity, and socio-economic status.
- Maintains a working anthology of anti-racist, anti-oppressive, and liberation scholarship that is used to inform personal and collective planning and decision-making.
- Works towards social justice in all areas of their life, especially in schools and on behalf of students.
- Is a critical thinker and engages in on-going self-reflection to monitor the evolution of their mindsets.
- Brings a deep awareness of social identity of self in relationship to others to their relationships and collaborative work.
- Applies the mindset of being both a teacher and learner.
- Practices both-and thinking.
- Balances confidence and a sense of authority with humility.
- Is keen on the delicate nature of tolerating the ambiguity of unfinished business for self and others; is persistent in supporting the learner with their development in the racial equity and social justice developmental process.

SUPERVISORY RESPONSIBILITIES:

- N/A

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered.

The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Minimum of a high school diploma; bachelor's degree or higher preferred.*
- Can demonstrate the knowledge and application of a working anthology of anti-racist, anti-oppressive, and liberation scholarship.
- Has experience with facilitating and/or mediating adult learners with exceptional success.
- Has evidence of collaborative efforts with groups of adult learners and the impact of their collaborative work.
- Can demonstrate the impact of efforts made towards social justice and racial equity in all areas of life, especially in schools and on behalf students and their communities.
- Can demonstrate the impact of the practice of employing emotional intelligence to foster a sense of collaboration and collectivism.
- Has served on a community-driven board such as a school, advisory, and/or governing board for a public institution.
- Has participated in voicing the perspectives and concerns of the community in public forums (e.g. a podcast, community-based radio broadcast, community forum, and/or panel).
- Has facilitated conversations that aim to foster the social construction of race and the impact that it has on

the conditions that shape life outcomes

CERTIFICATES, LICENSES, REGISTRATIONS:

- Certified in specific equity-focused approaches for adult learning such as Courageous Conversation practitioner certification; Justice Leaders certified trainer.

LANGUAGE SKILLS:

- Ability to work effectively and collaboratively with other departments, agencies, and individuals across the state of Michigan
- Ability to write reports, business correspondence, and procedure manuals.
- Ability to effectively present information and respond to questions from groups of educators, customers, and the general public.
- Ability to express self clearly; both orally and in writing.

TECHNICAL SKILLS:

- Demonstrated proficiency in the use of a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms such as email, conferencing, bulletin boards, etc.
- Excellent knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database and presentation software) and other technology to support efficient and effective office operation is required.
- Ability to create web-based forms and documents.
- Ability to read and interpret general business periodicals, professional journals, technical procedures, governmental regulations and forms.
- Ability to integrate technology into the everyday work flow is necessary.
- Ability to implement new technologies.

MATHEMATICAL SKILLS:

- Ability to apply the concepts of basic math, algebra and geometry consistent with the duties of this position.

REASONING ABILITY:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Exhibit high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.
- Ability to define problems, collect data, establish facts and draw valid conclusions.

INTERPERSONAL SKILLS:

- Ability to work independently with management guidance.

- Possess excellent customer service and communication skills with a client-centered focus.
- Ability to build rapport with others and to serve diverse publics.
- Ability to take initiative; work well with others as a collaborative team member and exhibit good communication skills.
- Ability to work effectively and collaboratively with other departments, agencies and individuals.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk, see and hear. The employee is occasionally required to stoop, kneel, crouch, crawl and reach with hands and arms. The employee is continuously repeating the same hand, arm or finger motion many times. The employee must occasionally lift and/or move up to 35 pounds such as books and training material. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. This position requires the individual to travel and/or drive to various off-site locations. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee may be required to be outdoors for periods of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary ranging (dependent upon experience) from \$70,113 – \$86,168.

Washtenaw Intermediate School District is a drug-free workplace and District policy requires drug testing for all potential employees.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of

race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and federal regulations.

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational systems that educate all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Coordinator, English Learner/Refugee Initiatives will provide in-person and virtual leadership and instructional direction to school districts regarding curriculum, instruction, assessment, tiered levels of support, school improvement, school leadership, teacher leadership, and systems thinking in the area of English Language Development. You will provide direct coaching to educators and leaders, and collaborate in-person and virtually with peers to create resources and guidance tools (e.g., curriculum, parent materials, best practices in program design, etc.). This position will receive intense professional learning on meeting the social and emotional needs of Afghan and Ukrainian newcomer students and their families, including conflict trauma response strategies. This position will work to build capacity at the local district level to support students and their families long-term. This position is grant-funded for two years.

We are seeking a dynamic, collaborative individual to assist districts and schools with implementing high-quality learning and equitable access for newcomer students, specifically Afghan and Ukrainian arrivals.

Your strategic and technical expertise will be focused on meeting the needs of students with limited and interrupted schooling. Specifically, deep expertise is needed in secondary learners with emerging literacy skills, appropriate placement of secondary students into the high school continuum, and developing robust programming to meet the diverse needs of newcomer students and their extended family members.

You will serve as a resource and collaborate with ISD and statewide EL staff, parents, local school administrators and staff, curriculum councils, government and community agencies, universities, and professional organizations on matters related to Newcomer English Learners.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.

- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- In collaboration with the Achievement Initiatives Department, identifies, plans, organizes, designs, and implements learning opportunities and instruction, both at the district and county level in support of English learner instruction and refugee student support
- Facilitates interdepartmental planning and enactment of collaborative work with the Achievement Initiatives Team.
- Recognizes the role student motivation and engagement play in literacy instruction and learning.
- Recognizes that family, caregivers, and a student's culture are all instrumental to their literacy learning.
- Believes that our best work happens in community and connection with one another;
 - Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities;
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes, particularly in literacy learning;
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities;
- Is committed to the ethical use of data to best serve children and equitable classroom instruction;
- Is knowledgeable and committed to Culturally Relevant, Responsive, and Sustaining Teaching practices.
 - Manages, organizes, and responds to Q&A via email, phone, digital means, and/or face-to-face concerning K-3 literacy instruction and English learner support;
- Attends relevant county and state-wide committee meetings as a critical and intelligent contributing member with an equity lens.
- **OTHER DUTIES AS ASSIGNED.**

SUPERVISORY RESPONSIBILITIES:

- N/A.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Master's degree in ESL, bilingual/multicultural education, or related field required.
- Valid Michigan teaching certificate with proper ESL (NS) or Bilingual Education endorsement required.

- Four or more years of related experience including classroom teaching experience with English Learners. Experience coordinating district EL/Title III programs and secondary school experience preferred.
- Deep understanding of educational systems, legal issues, policies, research, and trends in education.
- Ability to analyze programming for English Learners and offer recommendations based on the unique needs of newcomer English Learners.
- Ability to identify achievement, attendance, behavior, opportunity, or resource gaps.
- Ability to develop and implement action plans aligned with program goals and student data.
- Ability to engage in leadership and advocacy in support of newcomer students and families.
- Deep understanding of the impact of culture and trauma on student success.
- Experience coaching and facilitating adult learning in small and large group settings.
- Ability to properly utilize tools and equipment necessary in conducting professional development workshops.
- Effectively manage multiple tasks and demonstrate effective time management skills to meet deadlines.
- Demonstrated success with supporting logistics for adult learning;
- Use of technology as an instructional and organizational tool;
- Excellent oral and written communication skills;
- Such alternatives to the above qualifications as the WISD Board may find appropriate and acceptable

CERTIFICATES, LICENSES, REGISTRATIONS:

- Current valid driver's license required.

LANGUAGE SKILLS:

- Ability to work effectively and collaboratively with other departments, agencies, and individuals across the state of Michigan
- Ability to write instructional plans for adult learners, professional correspondence, and procedures.
- Ability to effectively present information and respond to questions from groups of educators, and the general public.
- Ability to express self clearly, both orally and in writing.

TECHNICAL SKILLS:

- Demonstrated proficiency in the use of a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms such as email, conferencing, bulletin boards, etc.
- Excellent knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) and other technology to support efficient and effective office operation is required.
- Ability to create web-based forms and documents.
- Ability to read and interpret general business periodicals, professional journals, technical procedures, governmental regulations, and forms.
- Ability to integrate technology into the everyday workflow is necessary.
- Ability to implement new technologies.

MATHEMATICAL SKILLS:

- Ability to apply the concepts of basic math, algebra, and geometry consistent with the duties of this position.

REASONING ABILITY:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Exhibit a high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.
- Ability to define problems, collect data, establish facts and draw valid conclusions.

INTERPERSONAL SKILLS:

- Ability to work independently with management guidance.
- Possess excellent customer service and communication skills with an educator and student-centered focus.
- Ability to build rapport with others and to serve diverse publics.
- Ability to take initiative; work well with others as a collaborative team member and exhibit good communication skills.
- Ability to work effectively and collaboratively with other departments, agencies, and individuals

Page 3 of 4

PHYSICAL DEMANDS:

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ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee may be required to be outdoors for periods of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work, and detail the required knowledge, skills, and ability as well as the acceptable experience and

training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Contract, salary, and other employment conditions are to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. This is a grant-funded position; the continuation of this position relies on the continued grant funding. 210 days. Starting salary ranging (dependent upon experience) from \$79,800- \$98,073.

Washtenaw Intermediate School District is a drug-free workplace and District policy requires drug testing for all potential employees.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and federal regulations

Washtenaw ISD Position Change / Upgrade Form

The supervisor of the position should complete and sign this form if you are anticipating an upgrade /reclassification, title/duties change and/or a salary/market increase for the position. Please note that the final decision on classification of the subject position will be made by the Executive Cabinet and the Superintendent.

Change Recommended

Please select all that apply

- ☐ Position change
- ☐ Salary Level /Wage
- ☐ Location
- ☒ FTE
- ☐ Bargaining Unit
- ☐ Work days
- ☐ Account Split
- ☐ Other

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Tiffany Woods

Department

Early Childhood

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Current Account 4 Split

Recommended Account 1

11.1212.1290.997.3437.00000.0000

Recommended Account 1 Split

100

Supervisor

Alicia Kruk

Current Position Title

Home Visitor, Early Head Start

Current Position Number

52.00.212.06

Current Bargaining Unit

Unit I

Current Pay Rate/ Salary Level

ECGR2 Step3

Recommended Pay Rate/ Salary Level

ECGR2 Step3

Current FTE

0.5

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Recommended Account 4

Recommended Account 4 Split

Recommended FTE

1

Current Number of Work Days

230

Recommended Number of Work Days

230

Should the Current Position Remain?

- ☐ Remain
- ☒ Delete

Current Account 1

11.1212.1290.997.3437.00000.0000

Current Account 1 Split

100

Current Account 2

Current Location

Workspace/Desk Location

TLC and Remote

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

Cheryl Carpenter is vacating her .5 FTE Home Visitor position to move into a 1.0 ECS position. Tiffany will increase from .5 to 1.0.

Effective Date

Date new duties were assigned or changes made

07/01/2023

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

This is a long standing position, there are multiple Home Visitors, Early Head Start.

Department Head Comments

Department Head

Edward J. Manuszak II

06/23/2023

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Finance

SAP

01/16/2024

Human Resources Approval

- ☐ Approve
- ☒ Adjust, See Comments

Human Resources Comments

Change in FTE (0.5 to 1.0) No change in Grade or Step

Human Resources / Executive Admin Review

CD Harmon-Higgins

06/23/2023

Superintendent Comments

Superintendent

Naomi Norman

01/16/2024

Washtenaw ISD Position Change / Upgrade Form

The supervisor of the position should complete and sign this form if you are anticipating an upgrade /reclassification, title/duties change and/or a salary/market increase for the position. Please note that the final decision on classification of the subject position will be made by the Executive Cabinet and the Superintendent.

Change Recommended

Please select all that apply

- ☒ Position change
- ☐ Salary Level /Wage
- ☐ Location
- ☐ FTE
- ☐ Bargaining Unit
- ☒ Work days
- ☐ Account Split
- ☐ Other

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Vacant

Department

Community & School Partnerships

Current Account 1

11.1216.1440.000.2251.00000.0000

Current Account 1 Split

100

Current Account 2

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

DarNesha Green

Current Position Title

General Education Social Worker

Recommended Position Title

Same

Current Position Number

26.00.216.06

Recommended Position Number

26.00.216.06

Current Bargaining Unit

Unit II

Recommended Bargaining Unit

Unit II

Current Account 4 Split

Recommended Account 1

11.1216.1440.000.2252.00000.0000

Recommended Account 1 Split

100

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

NA

Recommended Pay Rate/ Salary Level

NA

Current FTE

1

Recommended FTE

1

Current Number of Work Days

185

Recommended Number of Work Days

205

Should the Current Position Remain?

- ☒ Remain
- ☐ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

TLC- Special Ed Department outside of DarNesha Green's current office.

Recommended Location

Worksite/Desk Location

Same

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

The request is only to change the number of days to be worked from 185 to 205. This would align the position with other CSP social workers working with young people.

Effective Date

Date new duties were assigned or changes made

10/01/2023

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

Currently working to fill three 1.0 FTE vacancies at 205 days. Changing the number of days for this position would align this role with the three vacancies.

Department Head Comments

Department Head

Holly Heaviland

09/26/2023

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

This was updated in NWS already.

Finance

SAP

01/16/2024

Human Resources Approval

- ☒ Approve
- ☐ Adjust, See Comments

Human Resources Comments

Human Resources / Executive Admin Review

CD Harmon-Higgins

09/27/2023

Superintendent Comments

Superintendent

Naomi Norman

01/16/2024

Washtenaw ISD Position Change / Upgrade Form

The supervisor of the position should complete and sign this form if you are anticipating an upgrade /reclassification, title/duties change and/or a salary/market increase for the position. Please note that the final decision on classification of the subject position will be made by the Executive Cabinet and the Superintendent.

Change Recommended

Please select all that apply

- ☒ Position change
- ☒ Salary Level /Wage
- ☐ Location
- ☐ FTE
- ☐ Bargaining Unit
- ☐ Work days
- ☐ Account Split
- ☐ Other

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Vacant (Aureonna Kirvan)

Department

Human Resources

Current Account 1

11.1283.1620.000.0000.00000.5600

Current Account 1 Split

12

Current Account 2

22.1283.1620.000.0000.00000.5600

Current Account 2 Split

88

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

Cassandra Harmon-Higgins

Current Position Title

Technician III - Human Resources

Recommended Position Title

Legal Assistant

Current Position Number

40.00.283.07

Recommended Position Number

40.00.283.07

Current Bargaining Unit

Non-Affiliated

Recommended Bargaining Unit

Non-Affiliated

Current Account 4 Split

Recommended Account 1

11.1283.1620.000.0000.00000.5600

Recommended Account 1 Split

12

Recommended Account 2

22.1283.1620.000.0000.00000.5600

Recommended Account 2 Split

88

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

N/A - didnt update with new OP/NA Scale since she was out of position

Recommended Pay Rate/ Salary Level

Grade 6

Current FTE

1

Recommended FTE

1

Current Number of Work Days

230

Recommended Number of Work Days

230

Should the Current Position Remain?

- ☒ Remain
- ☐ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

TLC/HR

Recommended Location

WOksite/Desk Location

TLC/HR

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

Legal Department needs have increased due to increased number of employees and corresponding inquiries/issues; support staff with a legal background is needed in order to respond in a timely manner to the high volume of work.

Effective Date

Date new duties were assigned or changes made

03/01/2024

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

Department Head Comments

Department Head

CD Harmon-Higgins

02/22/2024

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Finance

SAP

03/01/2024

Human Resources Approval

- ☐ Approve
- ☒ Adjust, See Comments

Human Resources Comments

NA, Grade 7

Human Resources / Executive Admin Review

CD Harmon-Higgins

02/23/2024

Superintendent Comments

Superintendent

Naomi Norman

03/12/2024

**WASHTENAW INTERMEDIATE SCHOOL
DISTRICT POSITION DESCRIPTION**

Job Title: Legal Assistant
FTE: 1.0 (230 days/annual)
Department: Human Resources and Legal Services
Reports To: Executive Director, Human Resources and Legal Services
FLSA Status: Non-Exempt
Prepared By: Executive Director, Human Resources and Legal Services
Preparation Date: February 16, 2024
Approved By: Cassandra D. Harmon-Higgins Esq.
Executive Director, Human Resources and Legal Services
Approval Date: February 21, 2024

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary- spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The *Legal Assistant* provides skilled administrative support to the Human Resources and Legal Department in the following areas: legal correspondence, research, investigations, leaves/FMLA, ADA, contracts, and records request/management. Perform duties/responsibilities requiring knowledge of federal/state employment laws and regulations, as well as the District's collective bargaining agreements, board policies and administrative guidelines. The *Legal Assistant* stays current on the above-referenced areas, agreements, policies, and laws to assist with District compliance. The position requires initiative, confidentiality, superior organizational skills, time management and a demonstrated ability to communicate effectively and work collaboratively with a team.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequalities.
- Familiar with complex legislation (e.g. ADA, FMLA, FLSA, PERA, etc.).
- Familiar with WISD Non-Affiliated Manual and Collective Bargaining Agreements (e.g., Unit I CBA, Unit II CBA, and Unit III CBA), to draft correspondence and/or reply to employee inquiries.
- Maintains accurate HR records in compliance with state and federal guidelines and District policies.
- Familiar with WISD Board Policies/Administrative Guidelines; exercising discretion in disseminating information and explaining policies/procedures as directed.
- Conducts legal research of regulations/laws to assist with the preparation of legal advice/correspondence.
- Drafts, proofreads, and edits correspondence.
- Assists in preparing and proofing/editing, labor relations materials/documents including CBAs, LOAs and MOUs.
- Collects, organizes, and maintains documents/evidence, as needed, for District investigations.
- Maintains and processes confidential and sensitive information.
- Manages various leave requests and facilitates communication between employees, HR team members, and relevant Administrators.

- Responsible for handling subpoenas received by HR & Legal on behalf of the District.
- Develops/drafts/edits job descriptions.
- Creates new HR forms and internal processes as needed.
- Schedules and coordinates meetings.
- Assists in maintenance of attendance database.
- Manages special projects as assigned by the Executive Director of HR and Legal Services.
- Attends and participates in staff meetings, workshops, webinars, and conferences to increase professional knowledge.
- Provide training to support staff regarding internal HR procedures.
- Provides back-up assistance to HR Team and other support staff, as required.
- Provides back-up assistance to the WISD Fingerprinting office; complies with Michigan State Police rules/regulations.
- Maintains regular and predictable attendance.
- **OTHER RELEVANT DUTIES AS ASSIGNED.**

EDUCATION and/or EXPERIENCE:

- Associate's/Bachelor's degree in related field preferred.
- Minimum of five (5) years of legal secretarial or paralegal experience in a legal/educational setting required.
- Familiarity with relevant employment legislation (e.g. ADA, FMLA, FOIA, FLSA, PERA, etc.) and understanding of legal terminology and documents.
- Proficient in Microsoft Word and Excel.
- Knowledge of computer software and access and reporting to web-based information sites.
- Notary Public preferred.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS:

- Communicates clearly and concisely, both orally and in writing; fosters positive working relationships.
- Attention to detail and ability to edit documents to ensure error free communication.
- Ability to communicate and instruct others.
- Excellent telephone presence.
- Ability to develop, understand and follow detailed written procedures.

TECHNICAL SKILLS:

- Working knowledge of the Microsoft Office suite (Microsoft Word, Excel, and PowerPoint, e.g.) and Apple software and devices.
- Ability to use a personal computer (PC) in a networked environment to utilize the Internet and other electronic communication mechanisms such as email conferencing.
- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database) is required.
- Ability to multi-task and meet deadlines.
- Ability to organize, prioritize and work independently, as well as cooperatively with diverse groups.

REASONING ABILITY:

- Exhibit a high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.

- Ability to work under pressure.
- Ability to see the task through to a successful conclusion.
- Ability to perform job with little or no supervision.
- Ability to initiate and complete tasks independently.
- Demonstrated ability to begin and complete work assignments in a cooperative and efficient manner.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Demonstrated ability to solve practical problems and interpret a variety of instructions.
- Ability to perform assigned responsibilities in a manner consistent with excellent customer service.

INTERPERSONAL SKILLS:

- Possess excellent customer service and communication skills with a client-centered focus.
- Ability to build rapport with others and to serve diverse publics.
- Ability to take the initiative, work well with others as a collaborative team member and exhibit good communication skills.

MATHEMATICAL SKILLS:

- Demonstrated ability to be accurate in computations.
- Demonstrated ability to quickly learn and follow formulas/procedures.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle, or feel; reach with hands and arms; talk and hear. The employee frequently is required to stand and walk. The employee is occasionally required to kneel or crouch. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud, depending upon the activity in the particular part of the day. Occasionally the employee may be required to be outdoors for a short period of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment. This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary (dependent upon experience) \$66,977 - \$82,317.

Washtenaw Intermediate School District is a drug-free workplace.

Employees shall remain free of any alcohol or nonprescribed controlled substance in the workplace throughout his/her employment at the district.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and Federal regulations.

New Position Recommendation

Position Title:	Special Education Coordinator (2)
FTE:	2
# of Workdays/Year:	210
Salary:	Per Non-Affiliated Manual
Worksite:	Teaching & Learning Center
Bargaining Unit:	Non-Affiliated
Department:	Special Education

**Washtenaw Intermediate School District
Job Description**

Job Title: Special Education Coordinator – 210-Day
Department: Special Education Services
Reports To: Special Education Principal
FLSA Status: Exempt
Prepared By: Deborah Hester-Washington
Executive Director of Special Education
Prepared Date: October 25, 2023
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director of Human Resources and Legal Services
Approved Date: November 3, 2023

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Coordinator of Special Education position entails training, coaching, systems support, team collaboration. They will also implement systems of leadership, support, professional development, guidance and monitoring for special education and related service staff/supports assigned to schools and/or programs operated by Washtenaw ISD, LEAs, and PSAs in Washtenaw County.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Implement systems of training, coaching and support for educational staff who support students with disabilities, to ensure they are provided with research-based, specially designed instruction that meets the unique needs of all students.
- Knowledgeable about IDEA/MARSE rules and regulations to able to provide training, guidance, support, and monitoring for school personnel with compliance.
- Collaborate with Special Education teams with identifying, planning, organizing, designing, and implementing learning opportunities for instruction.
- Design, coordinate, and deliver professional development related to special education services and instruction to members of the educational team.
- Assist with determining training and professional development needs based on data collected by members of the special education team.
- Review data to assist with determining systems and best practice strategies.
- Assist Special Education Supervisors and Principals with the evaluation of special education staff.
- Partners with school personnel to ensure that activities of daily operations are conducted effectively and efficiently to support the education of students with disabilities.

- Build strong partnerships with school leaders, instructional personnel, and district personnel to build support for students with disabilities.
- Participates as a member of the School Leadership Team in the development and implementation of standard operating procedures across schools.
- Assist with conducting student observations for appropriate placements.
- Supports WISD vision and mission to enhance achievement for all students.
- Supports a team-based approach to designing, planning, and implementing coordinated education systems.
- Demonstrates excellent customer service.
- Maintains regular predictable attendance.
- OTHER RELATED DUTIES AS ASSIGNED

SUPERVISORY RESPONSIBILITIES

- N/A

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Master's Degree or higher preferred.
- Five (5) years or more of relevant experience in Special Education preferred.
- Must possess strong communication, interpersonal and organizational skills.
- Must be able to use technology efficiently and appropriately.
- Demonstrated ability to work effectively with both classroom teachers and administrators at all levels.
- Strong facilitation skills.
- Ability to build rapport with others and to serve diverse publics.
- Excellent customer service and a client-centered focus.
- Ability to write logically, clearly, and persuasively.
- Skills and desire to work in a collaborative team with others.
- Attention to detail and excellent follow-through required.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to provide training, guidance, support, monitoring, and direct supervision for school and district personnel to assist schools in implementing special education and related services in compliance with the IDEA and related federal and state laws, rules, and regulations.
- Ability to effectively direct, plan, and implement plans for programs in a school-based environment.
- Thorough knowledge of Federal, State, and District laws, policies, procedures, and best practices regarding student discipline and instruction.
- Strong leadership and interpersonal skills with the ability to lead people and provide direction.
- Ability to interpret policy and procedures.
- Ability to communicate effectively with students, staff, and the public from diverse cultural, social, economic, and educational backgrounds.
- Ability to work collaboratively with colleagues and contribute to a diverse workplace through ideas and experience.
- Ability to organize, prioritize, and manage work assignments in an efficient manner and within established timeframes.

LANGUAGE SKILLS:

- Ability to read, analyze and interpret general educational periodicals, professional journals, or governmental regulation.
- Ability to write reports, business correspondence and procedural manuals.
- Ability to effectively present information and respond to questions from groups of administrators, parents the general public.

TECHNICAL SKILLS:

- Demonstrated proficiency in the use of a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communication mechanisms such as email conferencing.
- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) and other technology to support efficient and effective office operation is required.
- Ability to multi-task.
- Ability to meet timelines.
- Ability to organize, prioritize and work independently, as well as cooperatively with diverse groups.
- Ability to read and interpret technical procedures, governmental regulations, and forms.

REASONING ABILITY:

- Highly proficient in subject areas of reasoning, problem solving, organizational dynamics and emotional intelligence.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

INTERPERSONAL SKILLS:

- Ability to build rapport with others and to serve diverse publics.
- Ability to take the initiative, work well with others as a collaborative team member and exhibit good communication skills.
- Ability to work effectively and collaboratively with other departments, agencies, and individuals.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak or listen. While performing the duties of this job, the employee is regularly required to sit, walk, and stand. The employee may be occasionally required to bend and/or twist at the trunk. The employee is continuously repeating the same hand, arm, or finger motion many times while typing and writing. The employee must occasionally lift and/or move up to 50 pounds such as educational tools. Specific vision abilities required by this job include close vision, distant vision, and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity during a particular part of the day. Occasionally the employee may be required to be outdoors for a short period of time, and therefore, subject to varying weather conditions, for the purpose of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual Starting salary ranging (dependent upon experience) \$81,396 – 100,034.

Washtenaw Intermediate School District is a drug-free workplace.

The employee shall remain free of any alcohol or nonprescribed controlled substance in the workplace throughout his/her employment at the District.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, sex, age, color, national origin, religion or handicap in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and Federal regulations.

New Position Recommendation

Position Title:	Special Education Supervisor (2 Positions)
FTE:	1.0
# of Workdays/Year:	230
Salary:	Per the NA Manual
Worksite:	Teaching & Learning Center
Bargaining Unit:	Non-Affiliated
Department:	Special Education

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
DISTRICT POSITION DESCRIPTION**

Job Title: Supervisor, Special Education Services
FTE: 1.0 (230 days/annual)
Department: Special Education
Reports To: Executive Director of Special Education
FLSA Status: Exempt
Prepared By: Deborah Hester-Washington
Executive Director of Special Education
Prepared Date: November 21, 2023
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director, HR, and Legal Services
Approved Date: February 27, 2024

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Supervisor is responsible for leadership, program management, supervision, data management and analysis for programs and services for students. In addition, this position provides leadership in collaboration with respect to designing programs and services with local constituent districts.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Maintains positive professional relationships with students, staff, parents, administration, and community.
- Oversee, coordinate, and adhere to a vision for services and activities for special education staff.
- Provide supervision of multiple special education teams/groups and staff.
- Promotes and coordinates interagency collaboration and efforts involved in the support of students with disabilities within the county.
- Understands the IEPT process for all students.
- Keeps informed of all legal requirements governing special education and shares this information with district staff.
- Develops and provides budget recommendations and provides expenditure control on established budgets for WISD programs and services to the Executive Director of Special Education.
- Assists in the recruitment, selection, and recommendation for hiring of special education, related service, and support service staff.
- Participates as a member of the district administrative teams, including acting as a committee member of the Special Education Administration Meetings (SEAM).
- Prepares local, state, federal and WISD reports related to special education and submits appropriate reports to the Executive Director of Special Education.
- Represents the agency in public matters related to the education of students with disabilities.
- Demonstrates effective human relations and communication skills.

- Prepares and supervises the preparation of reports, records, lists, budget, and all other paperwork required or appropriate.
- Attends meetings and conferences as needed.
- Abides by all applicable rules, regulations, policies procedures and statutes (Federal and State).
- Performs other administrative duties as required by the Executive Director of Special Education
- Attends Board meetings as needed.
- Regular predictable attendance.
- **OTHER DUTIES MAY BE ASSIGNED.**

SUPERVISORY RESPONSIBILITIES

Supervises and evaluates the work of special education staff assigned to provide instruction, services, and support.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Master's degree in special education (or related field) AND approval in one area of Special Education **REQUIRED.**
- Full or temporary approval as a Michigan Supervisor of Special Education **REQUIRED.**
- Three (3) years of administrative and/ or managerial experience in Special Education **PREFERRED.**
- Three (3) years of teaching experience in the area of Special Education **REQUIRED.**
- Experience working with and understanding various types of disabilities.
- Demonstrated knowledge of local, state, and federal laws and regulations affecting Special Education.
- Professional maturity and elevated levels of discretion, integrity, and organizational skills.
- Demonstrated leadership and interpersonal skills.
- Demonstrated knowledge of current trends in Special Education and impact of the trends on the special education community.
- Demonstrated consultation, training, group facilitation and process skills required.
- Evidence of strong knowledge in curriculum development and behavior interventions and support.
- Effective verbal and written communication skills, including the ability to effectively work with staff, other agencies, and the general public.
- Ability to comprehend the dynamics and sensitivity of an organization's culture and the ability to solve related problems.
- A strong commitment to working cooperatively and collaboratively with local district and WISD personnel.

LANGUAGE SKILLS:

- Ability to read, analyze and interpret general educational periodicals, professional journals, or governmental regulation.
- Ability to draft reports, business correspondence and procedural manuals.
- Ability to effectively present information and respond to questions from groups of administrators, parents, and the general public.
- Ability to gather and disaggregate relevant data.

TECHNICAL SKILLS:

- Ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms, such as email conferencing.
- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) is required.

MATHEMATICAL SKILLS:

- Ability to maintain program and grant budgets.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, walk, and stand. The employee is occasionally required to bend and or twist at the trunk. The employee is continuously repeating the same hand, arm or finger motion many times. The employee is frequently required to talk or listen. The employee must occasionally lift and/or move up to fifty pounds such as books and teaching material. Specific vision abilities required by this job include close vision, distant vision, and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. Occasionally the employee may be required to be outdoors for a brief period of time, and therefore subject to varying weather conditions, for the purpose of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills, and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves all rights to change, modify, amend, add to, or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Salary, and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary starting (dependent upon experience) \$98,064 - \$120,519 (230-work days).

Washtenaw Intermediate School District is a drug-free workplace.

Employees shall remain free of any alcohol or nonprescribed controlled substance in the workplace throughout his/her employment at the district.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of

race, sex, age, color, national origin, religion or handicap in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and Federal regulations.

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Cassandra Harmon-Higgins, Esq. Executive Director of Human Resources

DATE: March 5, 2024

RE: Retirement Notification

Attached please find Mr. Lee O'Neal's retirement letter, effective December 31, 2024. Mr. O'Neal has been employed with the WISD since January 1, 2014, as a Teaching Assistant first at High Point and most recently at our Young Adult Red Oak Program.

The Administration recommends that the Board accepts Mr. O'Neal's letter of retirement. We wish him well in his future endeavors.

CC: Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent

Nicole Hubler

To: Brian Marcel
Subject: RE: Retire

From: Brian Marcel
Sent: Monday, March 4, 2024 4:10 PM
To: Lee O'Neal <loneal@washtenawisd.org>; Cassandra Harmon-Higgins <charmonhiggins@washtenawisd.org>
Subject: RE: Retire

Hi Lee,

Congratulations on your decision to retire! How exciting for you!

The most important thing is to make sure that you are in contact with the Michigan Office of Retirement Services. I included a link below with their contact information. They recommend filing for retirement with them on their forms at least 3 months before your retirement effective date.

<https://www.michigan.gov/orsschools/contact-ors>

Also, to be eligible for any payment of unused sick leave from WISD, you need to provide notice of your retirement, which you have now done.

HR will also pass this information on to Deborah Hester-Washington and Chandra Dumas for planning purposes.

Brian

From: Lee O'Neal <loneal@washtenawisd.org>
Sent: Monday, March 4, 2024 2:32 PM
To: Cassandra Harmon-Higgins <charmonhiggins@washtenawisd.org>; Brian Marcel <bmarcel@washtenawisd.org>
Subject: Retire

I go to retire 2024 and my last day be December, 31 2024. please let me know if and need to do something else.

Lee O' Neal jr.



Washtenaw ISD

A REGIONAL EDUCATIONAL SERVICE AGENCY

TO: Ms. Naomi Norman, Superintendent; WISD Board of Education

FROM: Deborah Hester-Washington, Executive Director of Special Education *dyw*

DATE: March 12, 2024

RE: New Parent Advisory Committee representative for Saline Area Schools

Per the attached Board of Education minutes, Saline Area Schools recommends the appointment of Tara Hayes, a parent, to the WISD Parent Advisory Committee (PAC).

I request that the WISD Board of Education act on this nomination and consider her appointment to the PAC. Upon approval, the term of office for Tara would run through July 31, 2025.

Thank you for your consideration in this recommendation.

Board of Education Meeting

Liberty School Board Room

February 13, 2024, at 6:30 PM



MINUTES

Mission

We, the Saline Area Schools, will equip all students with the knowledge, technological proficiency, and personal skills necessary to succeed in an increasingly complex society. We expect that our students, staff, and the Saline Community will share in these responsibilities.

OPENING

1. CALL TO ORDER

The Board of Education Meeting of February 13, 2024 was called to order by President Michael McVey at 6:30 pm.

Board Members Present: Tim Austin, Susan Estep, Brad Gerbe, Lauren Gold, Michael McVey, Jennifer Miller and Jennifer Steben

Central Administration Present: Superintendent Laatsch, Assistant Superintendent Owsley, Executive Directors Clary, Davis & Martin

2. PLEDGE OF ALLEGIANCE

Following the Pledge, President McVey invited Ron Beaton to the podium.

Ron Beaton of Hot Rods Motorcycle Awareness & Suicide Prevention Foundation made a presentation to the Board regarding "Buddy" benches they wish to donate to our district. So far 11 benches have been donated to school districts throughout Michigan. The benches offer a place for students who are feeling lonely and isolated to sit. Peers are encouraged to interact with someone sitting on the bench. Each bench is engraved with the suicide and crisis lifeline number (988) and the message "You Are NOT Alone". Buddy Benches are made of reusable plastic and are produced by OCC Outdoors in Indianapolis, Ind.

The Board will consider this offer and will be discussed at an upcoming meeting.

3. **SUPERINTENDENT'S RECOGNITION**

- *SHS Men's Soccer*

4. **PUBLIC COMMENT**

STUDENTS - None

OTHER PUBLIC STAKEHOLDERS

Changming Fan, Community Member

EXTENDED PUBLIC COMMENT

*Harvest Points of Pride
Emily Sickler, Principal*

5. **RESPONSE TO PREVIOUS PUBLIC COMMENT**

AGENDA

6. **REVISIONS/APPROVAL OF AGENDA**

MOTION made by Secretary Miller, support Trustee Estep **move to approve the agenda as revised.**

Revisions: Under Action Item B. remove "Michael McVey" and replace it with "(name)".
Under Scheduled Report add B. Finance Committee Report

Ayes - All Present - **MOTION CARRIED 7-0**

7. **STUDENT SHOWCASE**

Young Adult Program - Community Employment Highlights

Presenters: Kevin Musson, Monica Ellis, Nu2 Again Staff, YAP Staff and Students

Student Showcase highlighted the Community employment partnerships that have been supporting our Young Adult Program and students for many years. Among these are Saline Area Social Services, NU2U Again, CVS, Tractor Supply, Yost Arena, Brookside Golf Course, Saline Rec Center, and Saline Area schools. Students can choose placement based on their strengths and desires and can also rotate through several to determine what suits them best. In addition YAP students are also employed in the district. This has included custodial, food service and Community Education summer programming. Community Partner NU2U Again spoke about the benefits of the students working there as well as the benefit to the consumer. Several of the YAP students spoke through video recording about their work experiences and the benefits from their employment. Also talked about the importance of MRS

(Michigan Rehabilitation Services) in helping provide job coaching and skill building to our students as they prepare to leave the YAP into the workforce.

8. ACTION ITEMS

- A. **MOTION** made by Vice President Steben, support Trustee Austin to accept the recommendation of Interim Special Education Director, Kevin Musson, to appoint Tara Hayes to fulfill the term originally held by Ann Babcock, as the Saline Area Schools representative for the WISD Parent Advisory Council.

Ayes - All Present - **MOTION CARRIED 7-0**

- B. **MOTION** made by Vice President Steben, support Treasurer Gerbe to cast our 1 collective vote for the Region 7 MASB Board of Directors for (name) Michael McVey. This is a 3-year term. The completed ballot will be cast and confirmed by the Superintendent's secretary by no later than 1 p.m. on Wednesday, March 6, 2024.

Ayes - All Present - **MOTION CARRIED 7-0**

- C. **MOTION** made by Treasurer Gerbe, support Trustee Austin to approve \$35,798 to Techno CNC System LLC, \$85,680 to Jim Lofts & Associates, and \$88,332 to Heidelberg USA for the purchase of CTE equipment as recommended by Kara Stemmer, Director of the South and West Washtenaw Consortium

Ayes - All Present - **MOTION CARRIED 7-0**

- D. **MOTION** made by Vice President Steben, support Trustee Estep to accept the recommendation by Director of Technology Jay Grossman to award Turnkey Network Solutions the project to install fiber optic cables to provide network connectivity to the new Hornet Operations Center in the amount of \$70,263.00.

Ayes - All Present - **MOTION CARRIED 7-0**

- E. **MOTION** made by Vice President Steben, support Treasurer Gerbe to accept the recommendation of Director of Technology Jay Grossman to award payment of \$1,144,870.77 to Barton Malow for the oversight and payment of the projects listed below:

\$488,356.00 - Classroom A/V: Replacement/adjustment of projectors, audio systems, add wireless display capabilities (Screenbeam).

\$135,742.72 - Replacement of cabling for display to projectors.

\$155,916.86 - Access Control systems for STEAM/Robotics, Weight Room, Operations Center - Install and program door access control systems for identified doors in the construction of STEAM/Robotics, Weight Room and Operations Center.

\$310,337.53 - A/V for STEAM/Robotics, Weight Room, Operations Center to include network cabling, sound systems, video display systems, wireless access points

\$54,517.55 - 5% Contingency

Ayes - All Present - **MOTION CARRIED 7-0**

- F. **MOTION** made by Trustee Austin, support by Secretary Miller **to approve the recommendation from Clark Construction to enter into contracts with the Trade Contractors as outlined in the attached memo in the amount of \$13,427,161.00 and \$50,000 for Architect/Permit Fees to Kingscott Architects as submitted by Rex Clary, Executive Director of Operations.**

Ayes - All Present - **MOTION CARRIED 7-0**

- G. **MOTION** made by Treasurer Gerbe, support Trustee Estep **made by to accept the recommendation of Lecole Planners to approve the Project Contingency Allocation to the Operations Center as submitted by Rex Clary, Executive Director of Operations. The contingency request is \$1,600,000.00.**

Ayes - All Present - **MOTION CARRIED 7-0**

9. **SCHEDULED REPORTS**

A. **Safety and Security Update**

Presenters: Rex Clary, Jay Grossman, Jackie Martin

Presented updates regarding the Safety and Security efforts in the district. This included a review of the various teams that meet, such as Internal Safety and Security, Interdisciplinary team, Administrative team, building level, families and visitors. It takes the cooperation of all these groups at all levels. We appreciate the patience of our visitors and families as we implemented a new entrance system into all our buildings. There will be a new "command center" at the new Operations Center for video and access controls. We also rely on Medical Emergency Response Teams and Student Behavior Response Teams. Much of this training is provided by our District Nurse Karan Hervey and her team. Also an important part of this effort is the Informacast system which is now operable in all 7 bldgs. We have 540 cameras which primarily are used to review footage after an event has occurred. This could be property damage, student altercations, loss of district property, location of students that elope from classrooms. There is grant funding available to enhance safety & security. Through the 907c grants we are looking at getting proposals for additional enhancements. Another part of safety and security is the training piece. There are regular drills in all buildings including fire/evacuation, lockdown, several weather and medical/cardiac emergencies. Staff training is available through our District Nurse as well as through partnerships with outside Safety and Security consultants, and district-wide professional development. Rex Clary, Jay Grossman and Jackie Martin will be attending the Michigan School Safety Academy in March.

B. **Finance Committee Update**

Brad Gerbe, Chair

Overview of the finance committee meeting that met prior to the Board Meeting. This is a brand new committee starting January. Assistant Superintendent Owsley presented an overview of the SAS Finance structure. We are a \$77M business. This is made up of a lot of different funds. The proposed funding increase for 24/25 is \$241 per student. Governor Whitmer is committed to Early Childhood access for all 4 year olds, also the possibility of 2 years of free Community College to HS graduates, free breakfast and lunch program continues. The budget is always a work in progress but looks promising from the state.

Wednesday, February 14 is Spring Count Day. We are in line and on track with our budget numbers. A budget amendment will be coming either in March or April. School of Choice will come to the full board for a discussion on February 27th with action hoping to be taken on March 12th.

The District Strategic Council is still working on cutting \$1M from the budget for the next 3 years. The Bond projects are moving according to plan. Lots of exciting things are happening and after Spring Break we will see a lot of work happening at the HS with the STEAM/Weight Center projects beginning.

10. **ADMINISTRATION / BOARD UPDATES**

Superintendent Laatsch: Spoke in support of our school community coming together to support the recent tragedy experienced by the Dorr Family. A fire recently destroyed their home. So grateful for the generosity of our families in supporting them. Highlighted the EMU*i*NVENT Team which includes 2 Saline High School students. Their project has identified that community-dwelling persons aged 60 and above may not be able to move or change positions without assistance. Will be visiting local senior living facilities as they begin work on the design phase of this project.

Student Representative Clark and Iadipaolo: There were lots of great Valentine's events going on at the HS. Winter sports are coming to an end. Shoutout to FFA and their recent competition.

Trustee Gold: Acknowledgement for Black History Month. Congratulations to the Ethics Team for their recent state award. So many great things are going on with our students, it's hard to keep up which is a good thing.

Trustee Estep: WM Kids Heart Challenge, "Finn's Mission" which is an American Heart Challenge service-learning program and teaches life saving skills to students. SMS Pals Club went bowling at Station 300. Thankful for the recently passed Gun Safety & Gun Safe Storage resolution. Wishing everyone a Happy Chinese New Year and Black History Month.

Vice President Steben: Acknowledges Black History Month. Recently attended the monthly FSAS Meeting and looking forward to the upcoming March 9th fundraiser "Blue Jeans & Bling" event at the Sheraton. Encourages participation from fellow Board Members. Also congratulations to the Ethics Team, Swim & Dive, and Cheer. Lots of great moments for our athletic teams. Very proud to observe our student athletes when they travel outside the district.

Secretary Miller: Reminder that you can donate to FSAS through their silent auction even if you're not able to be in attendance. Really enjoy the Superintendent's Recognition. Thank you to the Athletic department for honoring our athletes with National Signing Day opportunities throughout the school year. Musicians competing at MSBOA Solo & Ensembles. The Connecting Club made a recent presentation to the Freshman class about the rewarding benefits of participating in a class like "Connecting"..

Treasurer Gerbe: Thank you for the Superintendent's Recognition portion. Grateful to the FSAS for bringing Julie Lythcott-Haims to present in the district on February 1, 2024. It was a very inspiring message to parents.

Trustee Austin: Shoutout to all the great things going on in Athletics, especially grateful to see the resurgence of the Pep Band at some athletic events. Thank you to Nate Lampman.

President **McVey:** Michigan's Right to Work Act, will take effect on Feb. 13, 2024 . Policy Committee will be looking at Neola updates to several PERA policies soon. Thank you to the Grievance committee which has been activated due to a recent grievance. Will be participating in the upcoming Polar Plunge to support Special Olympics.

11. **CONSENT AGENDA**

Trustee Estep requested that **A. Approval** of the Board of Education Meeting Minutes be considered separately. She requested an addition to the minutes under her comments during Administration/Board Updates to read "I'm disappointed I was not appointed to the Policy committee this year. I proudly served on the Policy Committee for five years, and served as Chair for two years." Minutes of January 30, 2024 will be corrected by Recording Secretary, Betty Jahnke, prior to posting.

MOTION made by Secretary Miller, Trustee Gerbe **to authorize the Consent Agenda as amended.**

Ayes - All Present - **MOTION CARRIED 7-0**

- A. **Approval** of the Board of Education Meeting Minutes of January 30, 2024
- B. **Approval of Payment** of the General Fund Accounts Payable of February 13, 2024, in the amount of \$2,983,606.01
- C. **Approval of Payment** of Bond Fund Series III Accounts Payable of February 13, 2024, in the amount of \$20,960.00
- D. **Approval of Payment** of 2023 Bond Fund Series I Accounts Payable of February 13, 2024, in the amount of \$1,045,636.39
- E. **Receive and File** Human Resources Report

CLOSING

12. **ITEMS SCHEDULED ON NEXT AGENDA**

Athletic Department Update
School of Choice Discussion
Closed Session (Collective Bargaining)

13. **PUBLIC COMMENT**

STUDENTS - None

OTHER PUBLIC STAKEHOLDERS

Changming Fan, Community Member

14. **NEXT MEETING**

The next Board of Education Meeting will be held on February 27, 2024, at 6:30 PM.

15. **ADJOURNMENT**

RECOMMENDED MOTION ... to adjourn the Regular Board of Education Meeting of February 13, 2024, at 9 PM.

Respectfully submitted,

Jennifer K. Miller

Jennifer K. Miller
Board Secretary

Recording Secretary, Betty Jahnke

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Tanner Rowe, Director of Operations

DATE: February 23, 2024

SUBJECT: Chapelle Lease Renewal

The administration recommends that the WISD Board of Education authorize the administration to execute the lease renewal with Ypsilanti Community Schools for Rooms 120 and 128 at Chapelle Business Center, 111 S. Wallace Blvd., Ypsilanti, MI 48197 for a cost not to exceed \$20,924.

Our Early Childhood department is currently leasing space at the Chapelle Business Center which is owned and operated by Ypsilanti Community Schools. Currently the Early Childhood team occupies classrooms 120 and 128 for a total of 1,718 square feet of space. These spaces are utilized for Early On, Early Intervention and Early Head Start (EHS) services which provide space for Ypsilanti and Lincoln infants, toddlers, and families. It is located in a convenient setting, with ample free parking making it a great space to serve the families in this area.

The lease renewal is for a one (1) year period commencing July 1, 2024 and running through June 30, 2025. The annual lease amount is \$20,924. Base rent is \$1,432 per month, utilities are prorated at \$312, which brings the total monthly amount to \$1,744, equivalent to \$12.18 per square foot. Funding for these spaces will be through Early On federal funding and Early Head Start funding.

Expense Escalation Lease, Multitenant Building

This Lease is made between Landlord and Tenant, who agree as follows:

1. Basic Definitions. The following defined terms will be used throughout this Lease:

- a. Lease Date means 7/1/2024.
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice Address is 1885 Packard Road, Ypsilanti, MI 48197.
- d. Tenant means WISD.
- e. Tenant Notice Address is. 1819 S Wagner Rd, Ann Arbor, MI 48103.
- f. Premises means Room 120 at Chapelle Business Center, attached as Exhibit 1.
- g. Building means Chapelle Business Center, located at 111 S. Wallace, Ypsilanti MI 48197
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means approximately 859 rentable square feet, which does not include an allocated percentage of the common areas.
- j. Term means 1 year Lease.
- k. Lease Year means the period beginning on 7/1/2024, and ending on 6/30/2025.
- l. Commencement Date means 7/1/1024.
- m. Expiration Date means 6/30/2025.
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$9,449.
- p. Monthly Installment of Base Rent means \$788. Monthly installment of calculated utilities = \$156 per month. Total rent plus utilities per month is \$944.

q. Additional Rent means the reimbursement of all expenses paid or incurred by Landlord in connection with the leased space identified on Exhibit 1, including the following:

q1. Maintenance Expenses (e.g. HVAC units, doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, and required fire and other inspections.)

q2. Utilities (3.9% of the average of electric, gas, sewer and water costs, i.e. \$1863 annually or \$156 monthly).

q3. Replacement of the roof, boiler and chiller will be Landlord's responsibility. Additionally, if a leak causes the need for any other repairs to the building, Landlord will assume the expense of repair. Landlord's liability will not extend to Tenant's contents, which should be separately insured by Tenant. The parking lot will be repaired at Landlord's discretion and will be Landlord's sole responsibility.

and all other charges that may become due under the terms of this Lease.

r. Proportionate Share means 3.9%.

s. Base Year means 7/1/2024- 6/30/2025.

t. Operating Expenses means all expenses of every kind paid or incurred by Landlord in connection with the Property. Unless stated otherwise in this agreement.

u. Security Deposit means \$0.

v. Designated Use means WISD.

w. Applicable Laws means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority.

2. **Premises.** Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with the condition of the Premises and the Property. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date. If Landlord fails to deliver possession tenant may terminate the lease.

Landlord reserves the right to make alterations or additions to the Property, to demolish or build improvements on the Property, and to change the name of the Building, in its sole discretion without the consent of Tenant.

3. **Term.** The Term means 1 Lease Year. The term commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.

4. **Annual Base Rent.** Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. Tenant will pay the Annual Base Rent by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates in writing. Any Rent that is not received within 30 days after its due date will bear simple interest at 10%. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.

5. **Maintenance Expenses.** Tenant will pay as Additional Rent its Proportionate Share of any Maintenance Expenses, i.e. 3.9% of maintenance expenses for HVAC equipment that services the Premises and 100% of maintenance expenses for repairs to the Premises. Cost for repairs will be due net 30 days after invoice. HVAC equipment does not include boiler or chiller replacement, but would include maintenance to those systems.

6. **Liens.** Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws. Landlord and Tenant will negotiate and define any substantial structural alterations prior to undertaking such changes. Any alterations to the Premises must comply with the Americans with Disabilities Act of 1990.

Tenant must keep the Premises free of construction or other liens. Tenant will hold Landlord harmless against any liens placed against the Premises, except those attributable to the acts of Landlord. If a lien is filed against the Premises as the result of any action undertaken by Tenant, Tenant must discharge the lien within 60 days after receiving notice of the lien. If Tenant fails to discharge the lien, Landlord may procure a discharge at Tenant's expense, which Tenant must pay immediately on a demand from Landlord.

7. **Hours of Occupancy.** Tenant shall be entitled to occupy the Premises between the hours of 5 A.M. and 10 P.M., Monday[day of week] through Sunday[day of week]. In the event Tenant wishes to occupy the Premises at other times, it shall notify Landlord in writing of its requested additional occupancy, setting forth the requested date(s) and inclusive times, no less than five (5) business days before the proposed occupancy. Tenant agrees to reimburse Landlord in full for Landlord's actual incremental custodial and other costs associated with making the Premises available to Tenant during such additional occupancy periods.

8. **Services.** Landlord will furnish heat and air-conditioning during normal business hours (Regular occupied hours are 6:00 a.m. to 5:00 p.m., Monday through Sunday.

Occupied heating setpoint is 70 degrees, occupied cooling is 72 degrees. Unoccupied heating is 60 degrees and unoccupied cooling is 80 degrees. All temps are plus or minus 2 degrees. Tenants Services will require tenants to schedule HVAC outside of regular occupied hours, if HVAC is required. Tenants requesting HVAC services, outside of regular occupied hours, will not be charged during this lease); electricity; water for ordinary lavatory purposes; and use in common of the Building's common areas, rest rooms, and similar facilities. Landlord will also perform the janitorial services in all common areas. Tenant's leased area should be kept clean by tenant.

No sign may be erected by Tenant on the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws and ordinances, and must be approved by Landlord. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this paragraph in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Premises or the maintenance thereof. Any service the Landlord is required to furnish may be furnished by Landlord's managing agent or by one or more independent contractors.

Landlord is not liable for interruption in Utilities caused by riots, strikes, labor disputes, wars, terrorist acts, accidents, or any other cause beyond the control of Landlord. Landlord may interrupt Utilities to make repairs or improvements. Interruption in Utilities does not constitute an act of eviction; nor does any interruption in Utilities release Tenant from any obligation under this Lease, including the payment of Rent.

9. Holding Over. If Tenant remains in possession of the Premises after the Expiration Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be one-hundred twenty-five percent of the Monthly Installment of Base Rent payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term. If Tenant holds over after the expiration of the Term without Landlord's consent, Tenant is liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include (a) the reasonable rental value of the Premises; (b) any damages arising from the loss of any sale, lease, or refinancing of the Premises; (c) any lost profits incurred by Landlord; and (d) any treble, double, or statutory damages allowed under the Applicable Laws.

10. Quiet Enjoyment. Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Landlord shall have the right from time to time, upon 24 hours prior notice to Tenant, to inspect the Premises to confirm Tenant's compliance with this Lease. Landlord's inspection shall in no way disrupt or interfere with Tenant's school operation. Tenant must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants.

11. Use of the Premises. The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its reasonable discretion.

12. Indemnification. Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct.

13. Limitations on Landlord's liability. The Landlord, as defined in this Lease, includes successors in interest. The term is intended to refer to the owner of the Premises at the time in question. If the Premises are sold, the new owner will automatically be substituted as the Landlord.

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Premises or any part of the structures or improvements on the Premises for any loss or damage resulting to Tenant or its property from theft or a failure of the security systems, if any, in the Premises or structures containing the Premises, or for any damage or loss of property within the Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Premises or result in an abatement of rents.

If Landlord fails to perform this Lease and as a result Tenant recovers a money judgment against Landlord, the judgment will be satisfied out of the execution and sale of Landlord's interest in the Property or by garnishment against the rents or other income from the Property. Landlord is not liable for any deficiency. This section constitutes Tenant's sole and exclusive remedy for breach.

Conditioned solely on the sale of the Property, Tenant agrees to the following release in favor of its then former landlord. Effective on the first anniversary of the date on which Tenant is given notice of the sale, Tenant releases its former landlord from all claims except those expressly preserved in this section. This release is intended to be broadly construed for the benefit of the former landlord and includes (a) all claims regarding the performance of this Lease; (b) all claims for bodily injury or property damage relating to the Premises; and (c) all claims in any other way relating to the Lease, the Premises, or the landlord-tenant relationship. However, this release does not extend to any claim filed in a court of appropriate jurisdiction within one year of the date of sale or to any claim for bodily injury or property damage resulting from the former landlord's gross negligence or intentional misconduct.

14. Insurance. Tenant, at Tenant's sole expense, agrees to maintain in force, with a company or companies acceptable to Landlord, during the term of this Lease: (a) Commercial General Liability Insurance on a primary basis covering the Premises on an occurrence basis against all claims for personal injury, bodily injury, death and property damage, including contractual liability covering the indemnification provision in this Lease. Such insurance shall, at a minimum, be maintained in an amount of \$1,000,000.00 per occurrence and an additional \$3,000,000.00 in umbrella coverage for the above claims; (b) Workers' Compensation and Employers' Liability Insurance for an amount of not less than \$500,000.00, both in accordance with the State of Michigan; and (c) In the event a motor vehicle is to be used by Tenant in connection with its business operation from the Premises, Comprehensive Automobile Liability Insurance coverage with limits of not less than \$1,000,000.00 combined single limit coverage against bodily injury and liability arising out of the use by or on behalf of Tenant, its agents and employees in connection with this Lease, of any owned, non-owned or hired motor vehicles.

Each Policy referred to above shall satisfy the following requirements. Each policy shall (i) name Landlord as an additional insured (except Workers' Compensation and Employers' Liability Insurance), (ii) be issued by one or more reasonable insurance companies licensed to do business in the State of Michigan reasonably satisfactory to Landlord, (iii) where applicable, provide for deductible amounts satisfactory to Landlord, (iv) shall provide that such insurance may not be cancelled or amended without 30 days' prior written notice to Landlord, and (v) shall provide that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies. Tenant shall deliver to Landlord certificates of insurance and at Landlord's request, copies of all policies and renewals thereof to be maintained by Tenant hereunder, not less than 10 days prior to the commencement of this Lease and not less than 10 days prior to the expiration date of each policy.

15. Fire or Other Casualty. Tenant must give Landlord notice of fire or other casualty on the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including

telephone, pager, fax, and e-mail, to inform Landlord of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant. The notice of termination must be given within 30 days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within 30 days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Rent accruing after the surrender date. If Landlord does not exercise this option within the designated period, Landlord must diligently proceed to repair and restore the Premises to its condition before the casualty.

16. Assignment and Subletting. Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.

17. Subordination and Estoppel Certificates. At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

In the event of foreclosure or any conveyance by deed in lieu of foreclosure, Tenant must attorn to Landlord's successor in interest, provided that the successor agrees in writing to recognize Tenant's rights under this Lease. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to Landlord's successor in interest, attorning to the successor in interest and recognizing it as Landlord under this Lease.

Within 30 days after a demand by Landlord, Tenant must execute and deliver to Landlord an estoppel certificate, in a form acceptable to Landlord, certifying

- a. the Commencement Date;
- b. the Expiration Date;
- c. that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications;
- d. that the Lease is not in default, or a list of any defaults;

- e. that Tenant does not claim any rights of setoff, or a list of rights of setoff;
- f. the amount of Rent due as of the date of the certificate, or the date to which the Rent has been paid in advance;
- g. the amount of any Security Deposit; and
- h. other matters reasonably requested by Landlord.

Landlord and any prospective purchaser of the Premises may rely on this certificate. It is within the contemplation of the parties that Tenant's failure to provide the estoppel certificate could result in the loss of a prospective sale or loan and that Tenant is liable for all damages resulting from such a loss.

18. Security Deposit. Within 1 day of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 60 days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within 30 days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord. If Landlord uses the Security Deposit, within 60 days after a demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit will be returned to Tenant, without interest, within 30 days after Tenant's surrender of the Premises in accord with this Lease.

19. Remedies. If any Rent payable by Tenant to Landlord remains unpaid for more than 5 days after the date when rent is due, or if Tenant violates or defaults in the performance of any of its non-monetary obligations in this Lease and the non-monetary violation or default continues for a period of 10 days after written notice (unless the default involves a hazardous condition, which shall be cured forthwith, or unless the failure to perform is a default for which this Lease specifies there is no cure or grace period), then Landlord may (but will not be required to) declare this Lease forfeited and the term ended, or re-enter the Premises, or may exercise all other remedies available under Michigan law. Landlord will not be liable for damages to any persons or property by reason of any legitimate re-entry or forfeiture, and Landlord will be aided and assisted by Tenant, its agents, representatives and employees. Tenant, by the execution of this Lease, waives notice of re-entry by Landlord. In the event of re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the Rent provided herein will not be relinquished

or extinguished for the balance of the term, and any Rent prepaid may be retained by Landlord and applied against the costs of re-entry, or as liquidated damages, or both. Tenant will pay, in addition to the Rent, and other sums agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action instituted by involving Landlord to enforce the provisions of, or the collection of the Rent due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code.

If Tenant is adjudged bankrupt or insolvent, files or consents to the filing of a petition in bankruptcy under Federal or State law, applies for or consents to the appointment of a receiver for all or substantially all of its assets, makes a general assignment for the benefit of its creditors, fails generally to pay its debts or does anything which, under the applicable provisions of the Federal Bankruptcy Code would permit a petition to be filed by or against Tenant, then Tenant shall be in default under this Lease and to the extent from time to time permitted by applicable law, including but not limited to the Federal Bankruptcy Code, Landlord shall be entitled to exercise all remedies set forth in the preceding paragraph. In a reorganization under Chapter 11 of the Federal Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within 60 days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Lease. Tenant acknowledges that its selection to be a tenant of the Building was premised in material part on Landlord's determination of Tenant's creditworthiness and ability to perform the economic terms of this Lease, and Landlord's further determination that Tenant and the character of its occupancy and use of the Premises would be compatible with the nature of the Building and other tenants thereof. Therefore, if Tenant, as debtor, or its trustee elects to assume or assign this Lease, in addition to complying with all other requirements for assumption or assignment under the Federal Bankruptcy Code, then Tenant, as debtor, or its trustee or assignee, as the case may be, must also provide adequate assurance of future performance, including but not limited to a deposit, the amount of which shall be reasonably determined based on the duration of time remaining in the term, the physical condition of the Premises at the time the proceeding was filed, and such damages as may be reasonably anticipated after reinstatement of the Lease, taking into account rental market conditions at the time of the reinstatement. In the event of an assignment, Landlord must be reasonably assured that the financial condition of the assignee is sound, and that its use of the Premises will be compatible with the Building and its other tenants.

In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-lease the Premises or any portion(s) thereof for a term or terms and at a rent which may be less than or exceed the balance of the term of and the Rent reserved under this Lease. In such event Tenant shall pay to Landlord as liquidated damages for Tenant's default any deficiency between the total Rent reserved and the net amount, if any, of the rents collected on account of the lease or leases of the Premises which otherwise would have constituted the balance of the term of this Lease. In computing such liquidated damages, there will be added to the deficiency any expenses for which Landlord may incur in connection with re-leasing the Premises, such as legal

expenses, attorneys' fees, brokerage fees and expenses, advertising and for keeping the Premises in good order or for preparing the Premises for re-leasing. Any such liquidated damages will be paid in monthly installments by Tenant on the day rent is due and any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to any deficiency between the total Rent reserved hereunder and the fair and reasonable rental of the Premises.

Whether or not forfeiture has been declared, Landlord will not be responsible in any way for failure to release the Premises or, in the event that the Premises are re-leased, for failure to collect the rent under such re-leasing. The failure of Landlord to re-lease all or any part of the Premises will not release or affect Tenant's Liability for Rent or damages.

20. Condition on Expiration. On Expiration, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant will surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Tenant's expense. Tenant will reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. Tenant will remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant.

21. Communications. All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; or (c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing or emailed to tenant. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

22. Construction and Interpretation. This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arm's length and carefully reviewed by both parties. This Lease is not to be construed against Landlord.

The use of the word *may* in describing the right of a party means that the party has the discretion, but not the obligation, to exercise that right. Furthermore, the exercise

of the right is not an election of remedies or a waiver of any other right or claim. The use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises, or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy. Tenant acknowledges that the Annual Base Rent is a liquidated claim. Tenant waives any requirement that Landlord tender back funds as a condition to bringing an action to collect unpaid Annual Base Rent. No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act. Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Landlord.

Notwithstanding anything to the contrary, Tenant's obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension. Notwithstanding anything to the contrary, Landlord has no obligation to mitigate any claim for Rent.

Time is of the essence with respect to both the definition of a Material Breach and the exercise of options, if any, within the Lease.

If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

23. **Arbitration.** Except for any claim arising out of or relating to Tenant's default in the payment of rent, Landlord and Tenant agree to submit any and all other claims, controversies and disputes between Tenant and Landlord arising out of or relating to the Premises, this Lease, or Tenant's and Landlord's performances due hereunder, to arbitration pursuant to the Michigan Uniform Arbitration Act ("UAA"), MCL 691.1681 *et seq.* Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

24. **Waiver of Jury Trial.** As a material inducement to Landlord to enter into this Lease, except for claims required to be settled by arbitration pursuant to this Lease, Tenant hereby waives its right to a trial by jury of any claims arising out of or relating to its obligations under this Lease or its occupancy of the Premises. Tenant acknowledges that it has read and understood the foregoing provision.

25. **Authorized and binding.** Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns.

LANDLORD

By

Its

Dated:

TENANT

By

Its

Dated:

Expense Escalation Lease, Multitenant Building

This Lease is made between Landlord and Tenant, who agree as follows:

1. Basic Definitions. The following defined terms will be used throughout this Lease:

- a. Lease Date means 7/1/2024.
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice Address is 1885 Packard Road, Ypsilanti, MI 48197.
- d. Tenant means WISD.
- e. Tenant Notice Address is. 1819 S Wagner Rd, Ann Arbor, MI 48103.
- f. Premises means Room 128 at Chapelle Business Center, attached as Exhibit 1.
- g. Building means Chapelle Business Center, located at 111 S. Wallace, Ypsilanti MI 48197
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means approximately 859 rentable square feet, which does not include an allocated percentage of the common areas.
- j. Term means 1 year Lease.
- k. Lease Year means the period beginning on 7/1/2024, and ending on 6/30/2025.
- l. Commencement Date means 7/1/1024.
- m. Expiration Date means 6/30/2025.
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$7,731.
- p. Monthly Installment of Base Rent means \$645. Monthly installment of calculated utilities = \$156 per month. Total rent plus utilities per month is \$801.

q. Additional Rent means the reimbursement of all expenses paid or incurred by Landlord in connection with the leased space identified on Exhibit 1, including the following:

q1. Maintenance Expenses (e.g. HVAC units, doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, and required fire and other inspections.)

q2. Utilities (3.9% of the average of electric, gas, sewer and water costs, i.e. \$1863 annually or \$156 monthly).

q3. Replacement of the roof, boiler and chiller will be Landlord's responsibility. Additionally, if a leak causes the need for any other repairs to the building, Landlord will assume the expense of repair. Landlord's liability will not extend to Tenant's contents, which should be separately insured by Tenant. The parking lot will be repaired at Landlord's discretion and will be Landlord's sole responsibility.

and all other charges that may become due under the terms of this Lease.

r. Proportionate Share means 3.9%.

s. Base Year means 7/1/2024- 6/30/2025.

t. Operating Expenses means all expenses of every kind paid or incurred by Landlord in connection with the Property. Unless stated otherwise in this agreement.

u. Security Deposit means \$0.

v. Designated Use means WISD.

w. Applicable Laws means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority.

2. **Premises.** Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with the condition of the Premises and the Property. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date. If Landlord fails to deliver possession tenant may terminate the lease.

Landlord reserves the right to make alterations or additions to the Property, to demolish or build improvements on the Property, and to change the name of the Building, in its sole discretion without the consent of Tenant.

3. **Term.** The Term means 1 Lease Year. The term commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.

4. **Annual Base Rent.** Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. Tenant will pay the Annual Base Rent by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates in writing. Any Rent that is not received within 30 days after its due date will bear simple interest at 10%. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.

5. **Maintenance Expenses.** Tenant will pay as Additional Rent its Proportionate Share of any Maintenance Expenses, i.e. 3.9% of maintenance expenses for HVAC equipment that services the Premises and 100% of maintenance expenses for repairs to the Premises. Cost for repairs will be due net 30 days after invoice. HVAC equipment does not include boiler or chiller replacement, but would include maintenance to those systems.

6. **Liens.** Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws. Landlord and Tenant will negotiate and define any substantial structural alterations prior to undertaking such changes. Any alterations to the Premises must comply with the Americans with Disabilities Act of 1990.

Tenant must keep the Premises free of construction or other liens. Tenant will hold Landlord harmless against any liens placed against the Premises, except those attributable to the acts of Landlord. If a lien is filed against the Premises as the result of any action undertaken by Tenant, Tenant must discharge the lien within 60 days after receiving notice of the lien. If Tenant fails to discharge the lien, Landlord may procure a discharge at Tenant's expense, which Tenant must pay immediately on a demand from Landlord.

7. **Hours of Occupancy.** Tenant shall be entitled to occupy the Premises between the hours of 5 A.M. and 10 P.M., Monday[day of week] through Sunday[day of week]. In the event Tenant wishes to occupy the Premises at other times, it shall notify Landlord in writing of its requested additional occupancy, setting forth the requested date(s) and inclusive times, no less than five (5) business days before the proposed occupancy. Tenant agrees to reimburse Landlord in full for Landlord's actual incremental custodial and other costs associated with making the Premises available to Tenant during such additional occupancy periods.

8. **Services.** Landlord will furnish heat and air-conditioning during normal business hours (Regular occupied hours are 6:00 a.m. to 5:00 p.m., Monday through Sunday.

Occupied heating setpoint is 70 degrees, occupied cooling is 72 degrees. Unoccupied heating is 60 degrees and unoccupied cooling is 80 degrees. All temps are plus or minus 2 degrees. Tenants Services will require tenants to schedule HVAC outside of regular occupied hours, if HVAC is required. Tenants requesting HVAC services, outside of regular occupied hours, will not be charged during this lease); electricity; water for ordinary lavatory purposes; and use in common of the Building's common areas, rest rooms, and similar facilities. Landlord will also perform the janitorial services in all common areas. Tenant's leased area should be kept clean by tenant.

No sign may be erected by Tenant on the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws and ordinances, and must be approved by Landlord. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this paragraph in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Premises or the maintenance thereof. Any service the Landlord is required to furnish may be furnished by Landlord's managing agent or by one or more independent contractors.

Landlord is not liable for interruption in Utilities caused by riots, strikes, labor disputes, wars, terrorist acts, accidents, or any other cause beyond the control of Landlord. Landlord may interrupt Utilities to make repairs or improvements. Interruption in Utilities does not constitute an act of eviction; nor does any interruption in Utilities release Tenant from any obligation under this Lease, including the payment of Rent.

9. Holding Over. If Tenant remains in possession of the Premises after the Expiration Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be one-hundred twenty-five percent of the Monthly Installment of Base Rent payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term. If Tenant holds over after the expiration of the Term without Landlord's consent, Tenant is liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include (a) the reasonable rental value of the Premises; (b) any damages arising from the loss of any sale, lease, or refinancing of the Premises; (c) any lost profits incurred by Landlord; and (d) any treble, double, or statutory damages allowed under the Applicable Laws.

10. **Quiet Enjoyment.** Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Landlord shall have the right from time to time, upon 24 hours prior notice to Tenant, to inspect the Premises to confirm Tenant's compliance with this Lease. Landlord's inspection shall in no way disrupt or interfere with Tenant's school operation. Tenant must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants.

11. **Use of the Premises.** The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its reasonable discretion.

12. **Indemnification.** Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct.

13. **Limitations on Landlord's liability.** The Landlord, as defined in this Lease, includes successors in interest. The term is intended to refer to the owner of the Premises at the time in question. If the Premises are sold, the new owner will automatically be substituted as the Landlord.

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Premises or any part of the structures or improvements on the Premises for any loss or damage resulting to Tenant or its property from theft or a failure of the security systems, if any, in the Premises or structures containing the Premises, or for any damage or loss of property within the Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Premises or result in an abatement of rents.

If Landlord fails to perform this Lease and as a result Tenant recovers a money judgment against Landlord, the judgment will be satisfied out of the execution and sale of Landlord's interest in the Property or by garnishment against the rents or other income from the Property. Landlord is not liable for any deficiency. This section constitutes Tenant's sole and exclusive remedy for breach.

Conditioned solely on the sale of the Property, Tenant agrees to the following release in favor of its then former landlord. Effective on the first anniversary of the date on which Tenant is given notice of the sale, Tenant releases its former landlord from all claims except those expressly preserved in this section. This release is intended to be broadly construed for the benefit of the former landlord and includes (a) all claims regarding the performance of this Lease; (b) all claims for bodily injury or property damage relating to the Premises; and (c) all claims in any other way relating to the Lease, the Premises, or the landlord-tenant relationship. However, this release does not extend to any claim filed in a court of appropriate jurisdiction within one year of the date of sale or to any claim for bodily injury or property damage resulting from the former landlord's gross negligence or intentional misconduct.

14. Insurance. Tenant, at Tenant's sole expense, agrees to maintain in force, with a company or companies acceptable to Landlord, during the term of this Lease: (a) Commercial General Liability Insurance on a primary basis covering the Premises on an occurrence basis against all claims for personal injury, bodily injury, death and property damage, including contractual liability covering the indemnification provision in this Lease. Such insurance shall, at a minimum, be maintained in an amount of \$1,000,000.00 per occurrence and an additional \$3,000,000.00 in umbrella coverage for the above claims; (b) Workers' Compensation and Employers' Liability Insurance for an amount of not less than \$500,000.00, both in accordance with the State of Michigan; and (c) In the event a motor vehicle is to be used by Tenant in connection with its business operation from the Premises, Comprehensive Automobile Liability Insurance coverage with limits of not less than \$1,000,000.00 combined single limit coverage against bodily injury and liability arising out of the use by or on behalf of Tenant, its agents and employees in connection with this Lease, of any owned, non-owned or hired motor vehicles.

Each Policy referred to above shall satisfy the following requirements. Each policy shall (i) name Landlord as an additional insured (except Workers' Compensation and Employers' Liability Insurance), (ii) be issued by one or more reasonable insurance companies licensed to do business in the State of Michigan reasonably satisfactory to Landlord, (iii) where applicable, provide for deductible amounts satisfactory to Landlord, (iv) shall provide that such insurance may not be cancelled or amended without 30 days' prior written notice to Landlord, and (v) shall provide that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies. Tenant shall deliver to Landlord certificates of insurance and at Landlord's request, copies of all policies and renewals thereof to be maintained by Tenant hereunder, not less than 10 days prior to the commencement of this Lease and not less than 10 days prior to the expiration date of each policy.

15. Fire or Other Casualty. Tenant must give Landlord notice of fire or other casualty on the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including

telephone, pager, fax, and e-mail, to inform Landlord of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant. The notice of termination must be given within 30 days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within 30 days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Rent accruing after the surrender date. If Landlord does not exercise this option within the designated period, Landlord must diligently proceed to repair and restore the Premises to its condition before the casualty.

16. Assignment and Subletting. Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.

17. Subordination and Estoppel Certificates. At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

In the event of foreclosure or any conveyance by deed in lieu of foreclosure, Tenant must attorn to Landlord's successor in interest, provided that the successor agrees in writing to recognize Tenant's rights under this Lease. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to Landlord's successor in interest, attorning to the successor in interest and recognizing it as Landlord under this Lease.

Within 30 days after a demand by Landlord, Tenant must execute and deliver to Landlord an estoppel certificate, in a form acceptable to Landlord, certifying

- a. the Commencement Date;
- b. the Expiration Date;
- c. that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications;
- d. that the Lease is not in default, or a list of any defaults;

- e. that Tenant does not claim any rights of setoff, or a list of rights of setoff;
- f. the amount of Rent due as of the date of the certificate, or the date to which the Rent has been paid in advance;
- g. the amount of any Security Deposit; and
- h. other matters reasonably requested by Landlord.

Landlord and any prospective purchaser of the Premises may rely on this certificate. It is within the contemplation of the parties that Tenant's failure to provide the estoppel certificate could result in the loss of a prospective sale or loan and that Tenant is liable for all damages resulting from such a loss.

18. Security Deposit. Within 1 day of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 60 days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within 30 days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord. If Landlord uses the Security Deposit, within 60 days after a demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit will be returned to Tenant, without interest, within 30 days after Tenant's surrender of the Premises in accord with this Lease.

19. Remedies. If any Rent payable by Tenant to Landlord remains unpaid for more than 5 days after the date when rent is due, or if Tenant violates or defaults in the performance of any of its non-monetary obligations in this Lease and the non-monetary violation or default continues for a period of 10 days after written notice (unless the default involves a hazardous condition, which shall be cured forthwith, or unless the failure to perform is a default for which this Lease specifies there is no cure or grace period), then Landlord may (but will not be required to) declare this Lease forfeited and the term ended, or re-enter the Premises, or may exercise all other remedies available under Michigan law. Landlord will not be liable for damages to any persons or property by reason of any legitimate re-entry or forfeiture, and Landlord will be aided and assisted by Tenant, its agents, representatives and employees. Tenant, by the execution of this Lease, waives notice of re-entry by Landlord. In the event of re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the Rent provided herein will not be relinquished

or extinguished for the balance of the term, and any Rent prepaid may be retained by Landlord and applied against the costs of re-entry, or as liquidated damages, or both. Tenant will pay, in addition to the Rent, and other sums agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action instituted by involving Landlord to enforce the provisions of, or the collection of the Rent due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code.

If Tenant is adjudged bankrupt or insolvent, files or consents to the filing of a petition in bankruptcy under Federal or State law, applies for or consents to the appointment of a receiver for all or substantially all of its assets, makes a general assignment for the benefit of its creditors, fails generally to pay its debts or does anything which, under the applicable provisions of the Federal Bankruptcy Code would permit a petition to be filed by or against Tenant, then Tenant shall be in default under this Lease and to the extent from time to time permitted by applicable law, including but not limited to the Federal Bankruptcy Code, Landlord shall be entitled to exercise all remedies set forth in the preceding paragraph. In a reorganization under Chapter 11 of the Federal Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within 60 days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Lease. Tenant acknowledges that its selection to be a tenant of the Building was premised in material part on Landlord's determination of Tenant's creditworthiness and ability to perform the economic terms of this Lease, and Landlord's further determination that Tenant and the character of its occupancy and use of the Premises would be compatible with the nature of the Building and other tenants thereof. Therefore, if Tenant, as debtor, or its trustee elects to assume or assign this Lease, in addition to complying with all other requirements for assumption or assignment under the Federal Bankruptcy Code, then Tenant, as debtor, or its trustee or assignee, as the case may be, must also provide adequate assurance of future performance, including but not limited to a deposit, the amount of which shall be reasonably determined based on the duration of time remaining in the term, the physical condition of the Premises at the time the proceeding was filed, and such damages as may be reasonably anticipated after reinstatement of the Lease, taking into account rental market conditions at the time of the reinstatement. In the event of an assignment, Landlord must be reasonably assured that the financial condition of the assignee is sound, and that its use of the Premises will be compatible with the Building and its other tenants.

In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-lease the Premises or any portion(s) thereof for a term or terms and at a rent which may be less than or exceed the balance of the term of and the Rent reserved under this Lease. In such event Tenant shall pay to Landlord as liquidated damages for Tenant's default any deficiency between the total Rent reserved and the net amount, if any, of the rents collected on account of the lease or leases of the Premises which otherwise would have constituted the balance of the term of this Lease. In computing such liquidated damages, there will be added to the deficiency any expenses for which Landlord may incur in connection with re-leasing the Premises, such as legal

expenses, attorneys' fees, brokerage fees and expenses, advertising and for keeping the Premises in good order or for preparing the Premises for re-leasing. Any such liquidated damages will be paid in monthly installments by Tenant on the day rent is due and any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to any deficiency between the total Rent reserved hereunder and the fair and reasonable rental of the Premises.

Whether or not forfeiture has been declared, Landlord will not be responsible in any way for failure to release the Premises or, in the event that the Premises are re-leased, for failure to collect the rent under such re-leasing. The failure of Landlord to re-lease all or any part of the Premises will not release or affect Tenant's Liability for Rent or damages.

20. Condition on Expiration. On Expiration, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant will surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Tenant's expense. Tenant will reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. Tenant will remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant.

21. Communications. All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; or (c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing or emailed to tenant. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

22. Construction and Interpretation. This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arm's length and carefully reviewed by both parties. This Lease is not to be construed against Landlord.

The use of the word *may* in describing the right of a party means that the party has the discretion, but not the obligation, to exercise that right. Furthermore, the exercise

of the right is not an election of remedies or a waiver of any other right or claim. The use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises, or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy. Tenant acknowledges that the Annual Base Rent is a liquidated claim. Tenant waives any requirement that Landlord tender back funds as a condition to bringing an action to collect unpaid Annual Base Rent. No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act. Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Landlord.

Notwithstanding anything to the contrary, Tenant's obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension. Notwithstanding anything to the contrary, Landlord has no obligation to mitigate any claim for Rent.

Time is of the essence with respect to both the definition of a Material Breach and the exercise of options, if any, within the Lease.

If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

23. Arbitration. Except for any claim arising out of or relating to Tenant's default in the payment of rent, Landlord and Tenant agree to submit any and all other claims, controversies and disputes between Tenant and Landlord arising out of or relating to the Premises, this Lease, or Tenant's and Landlord's performances due hereunder, to arbitration pursuant to the Michigan Uniform Arbitration Act ("UAA"), MCL 691.1681 *et seq.* Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

24. Waiver of Jury Trial. As a material inducement to Landlord to enter into this Lease, except for claims required to be settled by arbitration pursuant to this Lease, Tenant hereby waives its right to a trial by jury of any claims arising out of or relating to its obligations under this Lease or its occupancy of the Premises. Tenant acknowledges that it has read and understood the foregoing provision.

25. Authorized and binding. Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns.

LANDLORD

By

Its

Dated:

TENANT

By

Its

Dated:

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Melissa Brooks-Yip, Supervisor of Instruction, Achievement Initiatives and Dr. Jennifer Banks, Director of Instruction, Achievement Initiatives

DATE: February 27, 2024

SUBJECT: Early Literacy Coaching Contract with Manchester Community Schools

We recommend that the WISD Board of Education approve a contract with Manchester Community Schools to provide an early literacy coach for the remainder of the 2023-2024 school year at a cost not to exceed \$60,000.00.

Manchester Community Schools will provide an early literacy coach (PreK-3) who will join the Washtenaw County Coaching Collaborative (WC3) professional learning network. The coach will support Manchester teachers in implementing the Essential Instructional Practices in Early Literacy. The funding source is a Michigan Department of Education Early Literacy Coaching Grant, which aligns with our commitment to high-quality literacy instruction for all.

The \$60,000.00 cost covers time for coaching services from the date of contract approval through June 30, 2024. Erica Rodriguez-Hatt, Coordinator for Early Literacy and Literacy Coaching Initiatives, will supervise the coach's work. This contract will advance early literacy, a key priority in our EISJ policy. Additionally, improving early literacy outcomes for all students regardless of race, gender, or socioeconomic status supports our equity, inclusion, and social justice commitments. Early intervention can help close achievement gaps and ensure all students are reading proficiently by third grade.

CONTRACTED SERVICES AGREEMENT – COMPANY CONTRACTOR

NOTES: Manchester Community Schools

The Washtenaw Intermediate School District (“WISD”) Board policy requires formal Board approval when the District enters into contracted services agreements over the bidding threshold established in state law (which is adjusted annually). For contracts through September 30, 2023, that limit is \$28,048.¹

Contracted services agreements below the threshold amount are approved by the Superintendent (or her designee).

PROCEDURES: (all must be completed before employment begins)

rec'd from Manchester
28.24
Date Submitted: *2.8.24*

1) Submit to the Human Resources Department as one packet:

- ☒ Completed Criminal History Record Information (“CHRI”) determination form, listing each contracted employee.
- ☐ Completed Registry of Educational Personnel (REP) form – **MANDATORY**.
- ☒ Completed (top section) “Authorization for Contract” form, indicating Contact name at bottom
- ☐ Contracted Services Agreement (with company and requestor administrator’s signature and date)

A. CHRI

- If CHRI is not required, signed forms will be returned to (requestor) Department within three (3) work days of receipt.
- If CHRI is required, HR will notify the requestor Department via email with instructions for the contractor within two (2) work days of receipt. Signed forms will be returned to Department AFTER CHRI has been received. [Note: The turnaround time is dependent on the contractors going to be fingerprinted or signing a release (if applicable)].

B. REP

- If CHRI is required, please complete the **REP form**; individuals regularly/continuously employed in school facilities and/or working with youth must be reported to the State HR will forward the REP form to the Technology Department.

2) Submit to the Assistant Superintendent of Administrative & Support:

Date Submitted: *2.22.24*

- ☒ Completed packet from Step 1. If Liability insurance is not required, the Assistant Superintendent of Administrative & Support Services will initial the Contractor Checklist indicating waiver.
- ☒ Proof of Public Liability Insurance

Signed packet will be returned to the department within two (2) work days of receipt.

3) Submit to the Superintendent:

Date Submitted: *2.22.24*

- ☐ Completed packet with signatures obtained in Steps 1 and 2

If contract is over the bidding threshold, it will be placed on next Board of Education meeting agenda for approval. Following approval, the “Contracted Services Agreement” will be signed by Board of Education President, Secretary, and Superintendent; then it is returned to the requestor Department.

If below the bidding threshold, the Superintendent will review and either approve or deny the “Contracted Services Agreement”; then it is returned to the requestor Department.

4) Submit ORIGINAL to Human Resources and one (1) copy to the Business Office:

Date Submitted: _____

- ☐ Original, fully signed contract packet with all forms listed on “Authorization for Contract” form.

It is the responsibility of the requestor Department to distribute copies of the contract to the appropriate individuals.

¹ MCL 380.623a, 380.1267, 380.1274

AUTHORIZATION FOR COMPANY CONTRACT

Melissa Brooks-Yip	is authorized to issue the attached contract with
(WISD Staff)	
Manchester Community Schools	
(Contractor – Please Print)	
Brad Bezeau, Superintendent	
Person(s) providing services for Contractor	
ACCOUNT #	AMOUNT
1. 11.1411.8510.000.3366.00000.0000	\$ 60,000.00
2.	\$
ACCOUNT NAME: Early Literacy Coach Sub/Grantee Flowthrough	
TOTAL \$ 60,000.00	Contract Dates: January 8, 2024 – June 30, 2024
Contact Name: Manchester Community Schools, Brad Bezeau, Superintendent	
Address: 710 E. Main Street, Manchester, MI 48158	
Phone: (734) 428-9711	Fax:
E-mail: - Widad Luqman – wlugman@mcs.k12.mi.us E-mail: - Shannon Cajic – scajic@mcs.k12.mi.us E-mail: - Laura Neal – lneal@mcs.k12.mi.us	

Contractor Checklist	
<i>Complete & Submit the following, when applicable, with the contract.</i>	
Contract:	Original to the Human Resources Department (Nicole Hubler, HR Assistant)
Contract:	Copy to the Business Office (Vanessa Horning, Accountant or Jack Millina, Accountant)
<input checked="" type="checkbox"/> CHRI on File in HR	C. Harmon-Higgins, Exec Director of HR & Legal <i>CSH</i> /Date: <i>2/21/24</i>
BH Location of Assignment:	Manchester Community Schools
REP Information Form:	
<input checked="" type="checkbox"/> Proof of Public Liability Insurance:	Brian Marcel, Asst. Supt. <i>BH</i> /Date: <i>2/22/24</i>
BH W-9 (if required) (on file in the business office)	
Contract prepared by:	Brenda Hegwood/Melissa Brooks-Yip
	(WISD Staff Name)

Superintendent's Signature: _____ **Date:** _____

DATE: December 8, 2024

TO: Cassandra D. Harmon-Higgins, Esq.
Executive Director, Human Resources and Legal Services

FROM: Melissa Brooks-Yip

SUBJECT: Criminal History Record Information ("CHRI") for Contractor / Student Worker / Volunteer

The Department of Achievement Initiatives is offering a contracted position or non-paid volunteer assignment to the individual listed below; please let me know if CHRI is required.

(please circle one) Contractor/Volunteer/Student	Elizabeth (Liz) Caron
(First and Last Name)	<i>Early Literacy Coach</i>
Contract Firm/Company	Manchester Community Schools, Brad Bezeau, Superintendent
Duration of Assignment	Effective Date: January 8, 2024 End Date: June 30, 2024
Primary Site Assignment	Manchester Community Schools
Age (Student Worker ONLY)	Student Age: N/A
Will this individual receive compensation?	Yes
Will this individual be sent out to any other district? (i.e. Dexter, A2, etc.)	No
Will this individual have access to any other WISD location? (i.e. High Point, etc.)	No
Will this individual have direct contact/access to students?	No
Will this individual have indirect contact/access to students?	No
Will this individual have unsupervised access to students?	No

COMPLETED BY HR:

CHRI Needed: Yes ☒ No ☐

HR CHRI Determination code: 1

MSP Reason Code: SE (e.g. SE, CPE, CPV)

Executive Director of HR (or HR Supervisor):

HR CHRI Determination Codes: (1) Continuous employment; (2) Unsupervised Direct Student Access; (3) Indirect Student Access

Copy: WISD Fingerprinting Office

HR / CDHH / May 2017



**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT - COMPANY**

This agreement is made this 7th day of December, 2023 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Manchester Community Schools, hereinafter referred to as Contractor.

It is the intention of the parties hereto to enter into an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

**SECTION I – SCOPE OF
SERVICES**

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than January 8, 2024. Once this contract is implemented, the ending date for providing services shall be June 30, 2024.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Description of Services:

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

Essential Functions of the Position

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Demonstrates a commitment to and takes responsibility for co-constructing a county wide culture of coaching; a culture that prioritizes anti-oppression, anti-racism, and ultimately a more equitable educational system and learning pursuits for our students and our teachers.
- Professional Learning with the Washtenaw Coaching Collaborative (WC3), whole group meetings,

- Per MDE Resources, Supports and Expectations
 - Also be available periodically during the school year to participate in coaching training at both the State of Michigan (dates below), This will be anchored on the Essential Coaching Practices for Elementary Literacy
 - Assurance of Professional Learning for the Early Literacy Coach:
 - ☐ Attend the K-3 Essential Instructional Practices Institute, Literacy Coaching Network professional learning opportunities, Coaching Intensive Institutes (when available), Quarterly Meetings, and Monthly Meetings for small group work to support their learning around the suite of Literacy Essentials.
 - ☐ Use the Coaching Modules and the K-3 Essential Instructional Practices Modules to support their learning around the Essentials.
 - ☐ Engage in further learning on Assessment Literacy as related to the suite of Essential Practices
 - Coaching Model:
 - ☐ Use the approved MDE Coaching Model as required by Read by Grade Three Reading Law (MCL.380.1280f).

NOTE: As the coach named on your district contract as receiving part of the Early Literacy Coaching Grant monies, the state coordinators expect your attendance at all of these.

2023-24 Early Literacy Coaching Network Dates- for the State of Michigan Network

Coaches must attend all state level coaching meetings, dates listed below:

February 6, 2024

May 8, 2024

Attend the Washtenaw Coaching Collaborative (WC3) Meetings- the WISD Network

- For All Washtenaw County Coaches
 - Monthly Meetings, Thursdays during the school day
 - In person (3 hours per meeting) and virtual (1.5 hours per meeting)
 - January 18, 2024 - In Person, 9:00-12:00
 - February 08, 2024 - Virtual, 9:00-10:30
 - April 11, 2024 - In Person, 9:00-12:00
 - May 07, 2024 - Virtual, 9:00-10:30
1. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.
 2. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.

3. Prior to any work being completed on WISD grounds, individuals working for the Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A**. The Contractor will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).
4. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

SECTION II - COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$60,000.00** including all related expenses, including travel expenses outlined in Section III.
2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
3. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
4. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
6. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.

¹ Verified via the government System for Award Management (SAM) website; <https://www.sam.gov/portal/SAM/#1>

7. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
9. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

SECTION III - OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.
2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
 - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
 - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
 - iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.
4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

SECTION IV - INSURANCE COVERAGE

In the event that the Contractor uses motor vehicles in the course of performing the services above described, the Contractor shall provide to WISD proof of public liability insurance and property damage insurance in such sums as shall be deemed appropriate by WISD.

The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

- 1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;

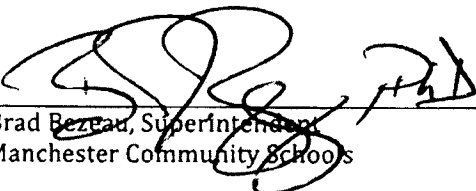
- 2.) Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

The Contractor understands that WISD's liability insurance policies may not afford any coverage for any work associated with this contract. Therefore, the Contractor agrees to hold WISD harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. The Contractor shall obtain and provide proof of public liability insurance in such sums as shall be deemed appropriate by WISD unless specific written exemption is provided by the Assistant Superintendent, Business Services. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.


SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on December 22 2023


Brad Bezeau, Superintendent
Manchester Community Schools

DATE Dec. 22, 2023


Jennifer Banks (Dec 8, 2023 14:05 EST)

DATE Dec 8, 2023

Jennifer Banks, Ph.D., Director of Instruction, Achievement Initiatives
Washtenaw Intermediate School District

Naomi Norman, Superintendent
Washtenaw Intermediate School District

DATE _____


Melissa Brooks-Yip (Dec 8, 2023 12:49 EST)

DATE Dec 8, 2023

Melissa Brooks-Yip, Supervisor of Instruction, Achievement Initiatives
Washtenaw Intermediate School District

Diane Hockett, Board President
Washtenaw Intermediate School District

DATE _____


**LISTING OF ALL EMPLOYEES OF THE CONTRACTOR
WORKING ON WISD GROUNDS**

<u>Full Name (Last, First, Middle)</u>	<u>Job Title/Position/Responsibility</u>
1. Elizabeth (Liz) Caron	Early Literacy Coach
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Use additional sheet(s) if necessary



TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Cherie Vannatter, Deputy Superintendent 

DATE: February 26, 2024

RE: Supplemental Services Pilot Plan for Ypsilanti Community Schools

I would like to recommend Washtenaw Intermediate School District provide a Supplemental Services Pilot Plan to Ypsilanti Community Schools. At this time, due to lower salaries and the staff shortage, YCS is not able to attract and retain special education staff. This plan would offer special education staff, and thus services, to support the students with IEPs. I believe that implementing this pilot plan is necessary for the following reasons:

1. Addressing non-compliance: Many YCS students face significant challenges and require special education services per their IEP. Without staff, these services are not being provided and the district is out of compliance. The Michigan Department of Education – Office of Special Education Services has contacted WISD to assist with this non-compliance issue in YCS.
2. Improving Student Outcomes: Providing these services can lead to improved student outcomes, including higher academic achievement, increased graduation rates, and improved social and emotional well-being. By implementing a pilot plan for supplemental services, we can better support YCS students.
3. Meeting Local District Needs: As an ISD, we have a commitment to support our local districts in times of need. We have provided a Supplemental Services Pilot Plan to Whitmore Lake Community Schools for several years to provide students with special education services and over time, lower the number of students needing these specialized services. YCS has students with great educational needs that are not being met at this time. We must assist in meeting this need.

In conclusion, I believe that providing a Supplemental Services Pilot Plan to Ypsilanti Community Schools is a critical step in ensuring the success of all students.



Alena Zachery-Ross, Superintendent
Ypsilanti Community Schools
1885 Packard Road * Ypsilanti, MI 48197
Phone: 734.221.1230
Fax: 734.221.1220

DATE: March 5, 2024

TO: WISD School Board

FROM: Alena Zachery-Ross, Superintendent of Schools

SUBJECT: Supplemental Services Pilot Plan for YCS 2023/2024 school year

WISD Board of Education Guiding Questions & Answers

1. What is the policy under consideration?

The goal of the Supplemental Services Pilot Plan is to increase student services and increase student achievement/progress for students with disabilities. This pilot plan is in direct correlation with Washtenaw Intermediate School District Board Policies 2110 – Statement of Philosophy and 8100 – Educational Equity (see attached).

2. What is the data, and what does it tell us?

YCS total enrollment	3762 (unaudited)
Percent of students with IEP services	18.4%
Percent of students with Special Ed FTE	67.8%
YCS Free/ Reduced meal rates	59.51%



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Ypsilanti Community Schools continues to be one of the highest districts (proportionately) of students with IEPs in Washtenaw County. The remainder of students without Special Education Full Time Equivalency are fully included in the general education population.

Additionally, the YCS At-Risk population continues to be considerably high within our county.

At-Risk 2023/24

Kindergarten	306
1st grade	261
2nd grade	264
3rd grade	259
4th grade	258
5th grade	245
6th grade	177
7th grade	205
8th grade	204
9th grade	212
10th grade	185
11th grade	202
12th grade	212



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English Language Arts State testing data (percent proficient): M-Step and PSAT

	YCS 2023
3rd grade	12.4%
4th grade	17.9%
5th grade	13.9%
6th grade	14.5%
7th grade	16.2%
8th grade (PSAT)	28.6%

Mathematics State testing data (percent proficient): M-Step and PSAT

	YCS 2023
3rd grade	8.6%
4th grade	12.8%
5th grade	6.0%
6th grade	8.2%
7th grade	6.8%
8th grade (PSAT)	8.7%

YCS has met the 4-year graduation target of 80% for students with disabilities at AC Tech this past year. In conjunction with Washtenaw County Intermediate School District and the other LEAs, YCS is investigating its use of Personal Curricula for students with and without disabilities in hopes of positively impacting these graduation rates in the future.



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Percent of students with disabilities graduating in 4 years

	22/23
ACCE	49.62
AC Tech	82.71
STEMM	N/A
MDE Target	93.00

Percent of all students (including students with disabilities) graduating in 4 years

	22/23
ACCE	63.03
AC Tech	87.22
STEMM	100.00

3. How have the communities been engaged?

The concept of a Supplemental Services Pilot Plan was discussed with all county superintendents at a Washtenaw Superintendents Association meeting, but at this time, only Whitmore Lake and Ypsilanti Community Schools have expressed interest in this concept.

A meeting was held within YCS, and we determined, based on our student data and our long-term staff vacancies, that there is a need to request a Supplemental Services Pilot Plan.

4. Who will benefit or be burdened?

Students and families in Ypsilanti Community Schools who have not been serviced by special education certified staff due to vacancies who have placements in classrooms with substitute teachers will benefit the most from utilizing this Supplemental Services Pilot Plan. There may be a burden in the Human Resources department to coordinate staff who are hired through the WISD. A process will need to be developed. This effort will provide resources in an equitable way to Ypsilanti Community Schools and its most vulnerable students



Alena Zachery-Ross, Superintendent
 Ypsilanti Community Schools
 1885 Packard Road * Ypsilanti, MI 48197
 Phone: 734.221.1230
 Fax: 734.221.1220

5. What is the implementation plan?

The Supplemental Services Pilot Plan recommends the Washtenaw Intermediate School District hire employees and fund those selected special education services/resources for the local district to be reviewed every 6 months. This funding would be for the prioritized services/resources listed in the chart below. Progress monitoring to assess student achievement/growth will be completed at regular intervals using NWEA data, IEP data, M-STEP data, graduation data, and student skill data.

Proposed Services/Resources to be Funded

	Salary	FICA	Benefits
Speech Language Pathologist (2)	\$199,642	\$15,000	\$130,600
School Social Worker (2)	\$199,642	\$15,000	\$130,600
Teacher Consultant (2)	\$199,642	\$15,000	\$130,600
Subtotals	\$598,926	\$45,000	\$391,800
Grand Total			\$1,035,726



Alena Zachery-Ross, Superintendent
Ypsilanti Community Schools
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A. Speech and Language Pathologist need

	2023/24
YCS Students needing speech-language therapy in preschool programs	49
YCS Students needing speech-language therapy at WEOC	28

B. School Social Workers need

	2023/2024
YCS Students needing social work services	25
YCS Students needing social work services at WEOC	75

C. Teacher Consultant need

	2023/2024
YCS Students needing Teacher Consultant services	60

6. How will you ensure accountability, communicate, and evaluate results?

We will assign all instructional staff and SSW's mentors, and each of them will participate in the mentorship program. We will evaluate all staff, including school psychologists. All staff will be provided support by the Building Administrators, Directors of Human Resources, and Special Services.



Alena Zachery-Ross, Superintendent
Ypsilanti Community Schools
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Quote from Ypsilanti Community Schools' Superintendent:

"Providing these staff members as resources for our students will increase access and equity that is needed. I am truly grateful that you are considering our proposal. I know this will benefit our scholars."

- Dr. Alena Zachery-Ross, Superintendent of Ypsilanti Community Schools



DATE: March 12, 2024

TO: Naomi Norman, Superintendent and
Members of the WISD Board of Education

FROM: Becky L. Mullins
Supervisor, Human Resources and Legal Services

RE: Updated Policies – First Read

The Policy Committee¹ recommends adoption of the proposed policy changes to the following as attached:

WISD Board Policies -

Policy #'s 1662/3362/4362/5517 – Harassment

Policy #'s 1422/3122/4122 – Nondiscrimination & Equal Employment Opportunity

Below are highlights of the Policy Committee's recommendations to the Board:

These policies have been revised to reflect changes in terminology and definitions, terms, and processes that are consistent with the latest regulations released by the United States Department of Education (USDOE), specifically Title IX regulations that were effective as of August 2020.

These revisions should be adopted in order to maintain accurate policies.

Enclosure

¹ Steve Olsen (Board Trustee), Mary Jane Tramontin (Board Vice President), Naomi Norman (Superintendent), Brian Marcel (Associate Superintendent), Cherie Vannatter (Deputy Superintendent), Cassandra Harmon-Higgins (Executive Director of Human Resources and Legal Services), and Becky Mullins (Supervisor of Human Resources and Legal Services)

Book: Policy Manual

Title: ANTI-HARASSMENT

Code: po1662

1662 - ANTI-HARASSMENT

General Policy Statement

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

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

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

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

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

Other Violations of the Anti-Harassment Policy

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

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

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

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

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

Harassment

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

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

Sexual Harassment

~~Pursuant to Title IX of the Educational Amendments of 1972,~~ **For purposes of this policy and consistent with** Title VII of the Civil Rights Act of 1964, **and** "sexual harassment" is defined as:

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

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

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

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, **activities**, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, **profanity**, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, **graffiti**, videos ~~tapes~~, **posters**, audio recordings or literature, placed in the work or educational environment, **that may reasonably** ~~which~~ **may** embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting or pinching; **obscene gestures**.
- G. **Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.**
- H. **Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.**

- I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~
- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

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

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s))":

~~[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]~~

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

(734) 994-8100 extension 1311
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

charmonhiggins@washtenawisd.org
(E-mail Address)

-

-

(Name)

Associate Superintendent
(School District Title)

(734) 994-8100 extension 1402
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the District's web site () and:

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

The Compliance Officer(s) are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome"

conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

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

Reports and Complaints of Harassing Conduct

Members of the School District community, ~~which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a ~~report/complaint~~ shall file it with the ~~District's Anti Harassment~~ Compliance Officer ~~within two (2) days of receiving the report of harassment, at his/her first convenience.~~

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying,

aggressive behavior and/or harassment to ~~the one of the Anti-Harassment~~ Compliance Officer[s] who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend ~~the his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide ~~the Principal him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Anti-Harassment Compliance Officers

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

~~[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

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

- A. ~~() in the parent and staff handbooks.~~

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

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

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

~~Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.~~

Investigation and Complaint Procedure (See Form 1662 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any ~~Any~~ employee or other member of the School District community or third party (e.g., visitor to the District) who believes that ~~they have~~ s/he has ~~been subjected to unlawful harassment or retaliation may seek resolution of~~ the ~~his/her~~ complaint through either the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. ~~informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision~~

~~regarding whether the claim of legally prohibited harassment or retaliation, was substantiated are set forth below.~~

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

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

Informal Complaint Procedure

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

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

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

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

types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

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

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

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

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

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or **the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, if the individual elects to file a formal complaint initially,** the formal complaint process shall be implemented.

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

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

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

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

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

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

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

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

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

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

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

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

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

-

~~_____ OR~~

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

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) ~~business~~ days of the receipt of such an appeal. A copy of the Board's

disposition of the appeal shall be sent to each ~~concerned~~ party within ten (10) ~~business~~ days of this meeting. The decision of the Board will be final.

~~[END OF OPTIONS]~~

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

~~[-X] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.~~

~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.~~

Privacy/Confidentiality

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

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

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

Allegations Constituting Criminal Conduct: ~~Child~~ Student Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a ~~child~~ student with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) who has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the proper authorities, which must include protective services; for students under the age of 18 is children's protective services agency, and for students 18 and over is adult protective services agency. See Admin Guideline 1662 for more information.

~~has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency.~~ If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to ~~a county~~ children's protective services agency, adult's protective services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and

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

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel **or individuals contracted or appointed by the Board to fulfill its responsibilities** related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this

policy;

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

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

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

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

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

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

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Legal

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

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

29 C.F.R. Part 1635

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

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

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

The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq.

The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.

Policies on Bullying, Michigan State Board of Education, 7-19-01

Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006

National School Boards Association Inquiry and Analysis – May 2008

Book: Policy Manual

Title: Nondiscrimination/Anti-Harassment Policies Update Revised ANTI-HARASSMENT

Code: po3362

Adopted: August 21, 2012

3362 - ANTI-HARASSMENT

General Policy Statement

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

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

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

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

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

Other Violations of the Anti-Harassment Policy

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

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

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

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

- A. teasing;

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

Harassment

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

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

Sexual Harassment

~~Pursuant to~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, ~~and Title IX of the Educational Amendments of 1972,~~ "sexual harassment" is defined as:

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

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

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

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, **activities**, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, **profanity**, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, **graffiti**, videos ~~tapes~~, **posters**, audio recordings or literature, placed in the work or educational environment, **that may reasonably** ~~which~~ **may** embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. **Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.**
- H. **Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.**
- I. **Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.**
- J. **Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.**
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

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

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)");

~~[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s)/ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]~~

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

(734) 994-8100 extension 1311
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

charmonhiggins@washtenawisd.org
(E-mail Address)

(Name)

Associate Superintendent
(School District Title)

(734) 994-8100 extension 1300
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site (X) and:

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

The Compliance Officer(s) () is () are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

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

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or

formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

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

Reports and Complaints of Harassing Conduct

Members of the School District community, ~~which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a ~~report/complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment. ~~at his/her first convenience.~~

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to ~~the one of the Anti-Harassment~~ Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend ~~the his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal ~~him/her~~ with a copy of

the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Anti-Harassment Compliance Officers

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

[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. In addition, the Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

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

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

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have

not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

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

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

Investigation and Complaint Procedure (See Form 3362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any Any employee or other member of the School District community or Third Party third party (e.g., visitor to the District) who believes that they have s/he has been subjected to unlawful harassment may seek resolution of the his/her complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint

procedure is provided as a less formal option for a student, other member of the School District community, or **Third Party who alleges unlawful harassment or retaliation**. ~~third party who believes s/he has been unlawfully harassed or retaliated against.~~ This informal procedure is not required as a precursor to the filing of a formal complaint. **The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.** ~~and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.~~

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

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

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

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

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

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

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

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or **the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, if the individual elects to file a formal complaint initially**, the formal complaint process shall be implemented.

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

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

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

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

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

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

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

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

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

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

retaliation occurred, a preponderance of evidence standard will be used. ~~(H)~~ The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

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

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

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

~~OR~~

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

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

~~[END OF OPTIONS]~~

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

[X] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the ~~Respondent~~ ~~individual(s) against whom the complaint is filed~~, and the witnesses as much as

possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. **Additionally, the Respondent must be provided the Complainant's identity. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.**

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

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

Allegations Constituting Criminal Conduct: ~~Child~~ Student Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a ~~child student under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age~~ who has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the proper authorities, which must include protective services; for students under the age of 18 is children's protective services agency, and for students 18 and over is adult protective services agency. See Admin Guideline 1662 for more information. ~~county children's services agency.~~ If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

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

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

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

~~[DRAFTING NOTE: The following options should be selected if the district concludes that the~~

~~following items are not adequately encompassed in the preceding paragraphs.]~~

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

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

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

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Legal

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

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

29 C.F.R. Part 1635

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

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

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

The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq.

The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.

Policies on Bullying, Michigan State Board of Education, 7-19-01

Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006

National School Boards Association Inquiry and Analysis – May 2008

DRAFT

Book: Policy Manual

Section: Nondiscrimination/Anti-Harassment Policies Update

Title: ANTI-HARASSMENT

Code: po4362

4362 - ANTI-HARASSMENT

General Policy Statement

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

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

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

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

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

Other Violations of the Anti-Harassment Policy

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

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

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

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

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

Harassment

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

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

Sexual Harassment

~~Pursuant to~~ **For purposes of this policy and consistent with** Title VII of the Civil Rights Act of 1964, ~~and Title IX of the Educational Amendments of 1972,~~ sexual harassment is defined as:

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

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

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

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

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, graffiti, videos ~~tapes~~, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably ~~which~~ may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. **Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.**
- H. **Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.**
- I. **Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.**

- J. **Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.**

- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

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

Race/Color Harassment

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

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit

from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"): _____

~~[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s)/ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]~~

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

(734) 994-8100 extension 1311
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
charmonhiggins@washtenawisd.org
(E-mail Address)

(Name)

Associate Superintendent
(School District Title)

-
(734) 994-8100 extension 1300
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site (X) and:

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

The Compliance Officer(s) () is () are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

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

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Reports and Complaints of Harassing Conduct

Members of the School District community, ~~which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a ~~report~~ complaint shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment, ~~at his/her first convenience.~~

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to ~~the one of the Anti-Harassment~~ Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend ~~the his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide ~~the Principal him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Anti-Harassment Compliance Officers

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

[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. In addition, the Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

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

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

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

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with

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

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

Investigation and Complaint Procedure (See Form 4362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any Any employee or other member of the School District community or Third Party third party (e.g., visitor to the District) who believes that they have s/he has been subjected to unlawful harassment may seek resolution of the his/her complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. third party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those

circumstances where the Complainant and the Respondent mutually agree to participate in it, ~~and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.~~

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

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

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

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

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

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

- A. Advising the ~~Complainant~~ individual about how to communicate the unwelcome nature of the behavior to the ~~Respondent~~ alleged harasser.

- B. Distributing a copy of ~~this~~ **the anti-harassment** policy as a reminder to the individuals in the school building or office where the **Respondent works or attends**. ~~individual whose behavior is being questioned works or attends.~~
- C. If both parties agree, the Compliance Officer may arrange and facilitate a meeting **or mediation between the Complainant and the Respondent to work out a mutual resolution.** ~~between the individual claiming harassment and the individual accused of harassment to work out a mutual resolution. Such a meeting is not appropriate in circumstances involving sexual violence.~~

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or **the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, if the individual elects to file a formal complaint initially,** the formal complaint process shall be implemented.

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

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

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

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the

Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

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

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

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

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

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

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

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

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

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

OR

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

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

[END OF OPTIONS]

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

[X] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent ~~individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted

by law. Confidentiality, however, cannot be guaranteed. **Additionally, the Respondent must be provided the Complainant's identity. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.**

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

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

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

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

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel **or individuals contracted or appointed by the Board to fulfill its responsibilities** related to the investigation

and/or the District's response to the alleged violation of this policy;

- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any **supportive interim** measures offered and/or provided to **the Complainant and/or the Respondent**, ~~complainants and/or the alleged perpetrators~~, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student **Code of Conduct** and/or Employee Handbooks ~~or Codes of Conduct~~);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

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

-

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

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

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

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

P. ~~()~~ copies of any notices sent to the Complainant and the Respondent ~~complainant and alleged perpetrator~~ in advance of any interview, meeting, or hearing;

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

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

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

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Legal

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

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

29 C.F.R. Part 1635

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

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

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

The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq.

The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.

Policies on Bullying, Michigan State Board of Education, 7-19-01

Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006

National School Boards Association Inquiry and Analysis May 2008

DRAFT

Book: Policy Manual

Section: Nondiscrimination/Anti-Harassment Policies Update - February 2021

Title: Nondiscrimination/Anti-Harassment Policies Update - February 2021 Revised ANTI-HARASSMENT

Code: po5517

Adopted: May 22, 2012

5517 - ANTI-HARASSMENT

General Policy Statement

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

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

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

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

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

Other Violations of the Anti-Harassment Policy

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

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

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

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

environment; cause discomfort or humiliation, or unreasonably interfere with the individual's school or work performance or participation; and may involve:

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

Harassment

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

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

Sexual Harassment

~~Pursuant to Title IX of the Educational Amendments of 1972~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, sexual harassment is defined as:

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

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

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

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, **activities**, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, **profanity**, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, **graffiti**, video ~~tapes~~, **posters**, audio recordings or literature, placed in the work or educational environment, **that may reasonably** ~~which~~ **may** embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. **Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.**
- H. **Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.**

- I. Giving unwelcome personal gifts such as lingerie that suggests the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

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

Race/Color Harassment

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

Religious (Creed) Harassment

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

directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

- (734) 994-8100 extension 1311
(Telephone Number)

- 1819 S. Wagner Road, Ann Arbor, Michigan 48103

(Office Address)

-
charmonhiggins@washtenawisd.org

(E-mail Address)

(Name)

Associate Superintendent

(School District Title)

-
(734) 994-8100 extension 1300

(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103

(Office Address)

-
bmarcel@washtenawisd.org

(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site (X) and:

A. (X) in the parent and staff handbooks.

B. ~~() in the School District Annual Report to the public.~~

C. ~~() on each individual school's web site.~~

D. ~~() in the School District's calendar.~~

E. B. ~~()~~

The Compliance Officer(s) ~~()~~ is ~~(-X)~~ are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

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

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

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

Reports and Complaints of Harassing Conduct

Students and other members of the School District community ~~along with Third Parties~~ ~~and third parties~~ are encouraged to promptly report incidents of harassing conduct to a teacher, administrator, supervisor or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a ~~report~~ ~~complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer ~~within two (2) days of receiving the report of harassment.~~ ~~() at his/her first convenience ()~~ ~~within two (2) school days.~~

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to ~~the one of the Anti-Harassment~~ Compliance Officers who shall investigate the allegation in accordance with this policy. ~~If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266.~~ While the Compliance Officer investigates

the allegation, **or the matter is being addressed pursuant to Policy 2266,** the Principal shall suspend **the his/her** Policy 5517.01 investigation to await the Compliance Officer's written report **or the determination of responsibility pursuant to Policy 2266.** The Compliance Officer shall keep the Principal informed of the status of Policy 5517 investigation and provide **the Principal him/her** with a copy of the resulting written report. **Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.**

Anti-Harassment Compliance Officers

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

~~[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

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

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

~~The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct, or to intercede informally on behalf of the student, other member of the School District community or third party in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process. Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident. Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.~~

Investigation and Complaint Procedure

~~Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any~~ Any student who believes that ~~they have~~ s/he has been subjected to unlawful harassment may seek resolution of ~~the~~ his/her complaint through ~~the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.~~

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

The ~~informal and formal~~ procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights.

Informal Complaint Procedure

The goal of the informal complaint procedure is to **promptly** stop inappropriate behavior and to ~~investigate and~~ facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. **The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.**

Students who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.

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

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

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

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

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

The ~~Board's School District's~~ informal complaint procedure is designed to provide students who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the ~~Complainant student claiming unlawful harassment~~, informal resolution may involve, but not be limited to, one or more of the following:

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

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or ~~the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, if the student elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

~~The Complainant A student who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the Complainant,~~ may file a formal complaint, either orally or in writing, with a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or another District ~~official employee~~ who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a ~~formal~~ complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District ~~official employee~~ at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation,

that employee must report such information to the Compliance Officer ~~/or~~ designee within two (2) ~~business~~ days.

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

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

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

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

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

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

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

Absent extenuating circumstances, within ten (10) ~~school~~ days of receiving the report of the Compliance Officer ~~/or the~~ designee, the Superintendent must either issue a **written final** decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) ~~school~~ days. At the conclusion of the additional investigation, the Superintendent shall issue a **final** written decision as described above.

~~{ } The decision of the Superintendent shall be final.~~

-

OR

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

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

[END OF OPTIONS]

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

[-X] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

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

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

Sanctions and Monitoring

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

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

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this~~

policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person from making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanction/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

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

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

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy.

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

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

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

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

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

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

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

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Legal

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

Book: Policy Manual
Title: NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code: po1422
Adopted: New Policy

1422 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

Definitions:

- Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

- Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

- Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

- District Community means students and ~~Board~~ District employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

- Day(s): Unless expressly stated otherwise, the term day or days as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours).

- For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

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District Compliance Officers

- The Board designates the following individuals to serve as the District's Compliance Officers (also known as Civil Rights Coordinators) (hereinafter referred to as the COs).

~~[DRAFTING NOTE: Neola suggests the Board School Districts are advised to appoint both a male and a female CO in order to provide Complainantscomplainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination/retaliation that pertains to the other CO.]~~

(Name)

Executive Director of Human Resources and Legal Services

(School District Title)

(734) 994-8100 extension 1311

(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103

(Office Address)

charmonhiggins@washtenawisd.org

(E-mail Address)

(Name)

Associate Superintendent

(School District Title)

(734) 994-8100 extension 1300

(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103

(Office Address)

bmarcel@washtenawisd.org

(E-mail Address)

- The names, titles, and contact information of these individuals will be published annually on the School District's web site () and:

A. (X) in the staff handbooks.

A. ~~() in the School District Annual Report to the public.~~

-

B. ~~() on the School District's web site.~~

-

C. ~~() on each individual school's web site.~~

-

D. ~~() in the School District's calendar.~~

-

E. ~~() _____.~~

-
The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, **Title IX of the Education Amendment Act of 1972**, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. ~~() Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts.~~ **[END OF OPTIONS]** A copy of each of the Acts and regulations on which this notice is based **on is available upon request from the CO.** ~~based may be found in the CO's office.~~

Reports and Complaints of Unlawful Discrimination and Retaliation

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Employees are **required to** ~~encouraged to promptly~~ report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the ~~Board~~ District may address the conduct. ~~Any administrator, supervisor, or other District-level employee or official who receives such a report~~ **complaint** shall file it with the CO ~~() at his/her first convenience ()~~ within two ~~(2) school days.~~ All members of the School District community must report incidents of discrimination/retaliation that are reported to them, or have knowledge of, to the CO within two (2) ~~business~~ days of learning of the incident/conduct.

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

-
The COs will be available during regular ~~school/work hours~~ business days as defined above to discuss concerns related to unlawful discrimination/retaliation. COs shall accept **reports** ~~complaints~~ of unlawful discrimination/retaliation directly from any member of the School District community or a **Third Party,** ~~or received reports that are initially filed with another Board District employee, visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an~~

~~informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation).~~ Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to ~~the Complainant and the Respondent.~~ ~~any person who files a complaint.~~ In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

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

Investigation and Complaint Procedure (See Form 1422 F2)

- Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been ~~Any employee who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of ~~the his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims ~~of~~ discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

- The goal of the informal complaint procedure is to promptly stop ~~stop quickly~~ inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation. ~~believes s/he has been unlawfully discriminated or retaliated against.~~ This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually ~~parties (the~~

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

~~The Complainant~~ ~~Employees who believe that they have been unlawfully discriminated/retaliated against~~ may proceed immediately to the formal complaint process, and ~~the Respondent and CO's~~ individuals who participate in the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

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

- ~~An individual who believes s/he has been unlawfully discriminated/retaliated against~~ ~~A Complainant who alleges unlawful discrimination/retaliation~~ may make an informal complaint, either orally or in writing: (1) to an administrator; (2) directly to one of the COs; and/or (3) to the Superintendent.

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

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

- A. Advising the ~~Complainant~~ ~~individual~~ about how to communicate ~~his/her~~ concerns to the ~~Respondent~~ ~~person who allegedly engaged in the discriminatory/retaliatory behavior.~~
- B. Distributing a copy of Policy 1422 – Non-Discrimination ~~and Equal Employment Opportunity as a reminder~~ to the individuals in the school building or office where the ~~Respondent~~ ~~individual whose behavior is being questioned~~ works.
- C. If both parties agree, the CO may arrange and facilitate a meeting ~~or mediation between the Complainant and the Respondent to work out a mutual resolution.~~ ~~between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

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

Formal Complaint Procedure

- If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if ~~the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process, individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

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

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

- All formal complaints must include the following information to the extent ~~known it is available:~~ the identity of the ~~Respondent individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct;~~ a detailed description of the facts upon which the complaint is based ~~(i.e., when, where, and what occurred)~~; a list of potential witnesses; and the resolution sought by the Complainant.

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

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

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

- Simultaneously, the CO will inform the ~~Respondent that a formal individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the Respondent), that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 1422 - Non-Discrimination ~~and Equal Employment Opportunity~~. The Respondent must also be informed of the opportunity to submit a written response to the ~~formal~~ complaint within five (5) ~~business~~ days.

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

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

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

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

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

- If the Superintendent determines the ~~Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent~~ ~~Complainant was subjected to unlawful discrimination/retaliation, s/he~~ must identify what corrective action will be taken to stop, remedy, and

prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, and effective, and tailored to the specific situation.

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

OR

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

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

~~[END OF OPTIONS]~~

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

[X] The ~~parties~~ Complainant may be represented, at ~~their~~ his/her own cost, at any of the above-described meetings/hearings.

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

Privacy/Confidentiality

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

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as

part of an investigation is expected ~~not to~~ to not-disclose to ~~third parties~~ any information that ~~is learned or provided~~ ~~s/he learns and/or provides~~ during the course of the investigation.

Sanctions and Monitoring

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

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

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.~~

~~Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.~~

~~Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.~~

~~The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.~~

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

Education and Training

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

Retention of Investigatory Records and Materials

- **The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy.** All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel **or individuals contracted or appointed by the Board to fulfill its responsibilities** related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a

result of a violation of this policy;

-
- J. documentation of any **supportive** ~~interim~~ measures offered and/or provided to **the Complainant and/or Respondent**, ~~complainants and/or the alleged perpetrators~~, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
-
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
-
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student **Codes of Conduct** and/or Employee Handbooks ~~or Codes of Conduct~~);
-
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

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

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

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

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

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Legal

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

Fourteenth Amendment, U.S. Constitution

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

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

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

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

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

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

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

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

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

29 C.F.R. Part 1635

_Book: Policy Manual
Title: NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code: po3122
Adopted: August 21, 2012

3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

District Compliance Officers

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

~~[DRAFTING NOTE: Neola suggests the Board School Districts are advised to appoint both a male and a female CO in order to provide Complainants complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination/retaliation that pertains to the other CO.]~~

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

-
(734) 994-8100 extension 1311
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
charmonhiggins@washtenawisd.org
(E-mail Address)

(Name)

Associate Superintendent
(School District Title)

-
(734) 994-8100 extension 1300
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site (x) and:

- A. ☒ in the staff handbooks.
- B. ~~☐ in the School District Annual Report to the public.~~
- C. ~~☐ on the School District's web site.~~
- D. ~~☐ on each individual school's web site.~~
- E. ~~☐ in the School District's calendar.~~
- F. ~~☐ _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, ~~Title IX of the Education Amendment Act of 1972~~, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. ~~☐ Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. [END OF OPTIONS]~~ A copy of each of the Acts and regulations on which this notice is based is available upon request from the CO. ~~based may be found in the CO's office.~~

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to ~~encouraged to promptly~~ report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. ~~Any administrator, supervisor, or other District-level employee or official who receives such a report/complaint shall file it with the CO ☐ at his/her first convenience ☐ within two (2) school days.~~ All members of the School District community must report incidents of discrimination/retaliation that are reported to them, or have knowledge of, to the CO within two (2) business days of learning of the incident/conduct.

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

The COs will be available during regular ~~school/work hours business~~ business days as defined above to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports/complaints of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, or received reports that are initially filed with another Board-District employee. ~~visitor to the District,~~

~~or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation).~~ Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. ~~any person who files a complaint.~~ In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. ~~All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.~~

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

Investigation and Complaint Procedure (See Form 3122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been ~~Any employee who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of the ~~his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop ~~stop quickly~~ inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation. ~~believes s/he has been unlawfully discriminated or retaliated against.~~ This informal

procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the **Complainant and the Respondent mutually agree to participate in the informal process** parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

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

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

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

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

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

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

- A. Advising the **Complainant individual** about how to communicate **his/her** concerns to the **Respondent person who allegedly engaged in the discriminatory/retaliatory behavior**.
- B. Distributing a copy of Policy 3122 – Non-Discrimination **and Equal Employment Opportunity as a reminder** to the individuals in the school building or office where the **Respondent individual whose behavior is being questioned** works.

- C. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.~~between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process,~~individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

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

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

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

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

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent.~~person who allegedly engaged in the misconduct.~~ In making such a determination, the CO should

consult the Complainant to assess ~~whether the individual agrees with his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions ~~deemed/s/he deems~~ appropriate in consultation with the Superintendent.

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

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

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

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

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

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

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

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

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

-

OR

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

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

[END OF OPTIONS]

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

~~[-x]~~ The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

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

Privacy/Confidentiality

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

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

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

~~aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

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

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

- ~~N. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~
- ~~O. () copies of any notices sent to the alleged Respondent perpetrator/responding party of the allegations constituting a potential violation of this policy;~~
- ~~P. () copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~
- ~~Q. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent, ~~complainant or the alleged perpetrator~~~~

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

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

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Legal

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

Fourteenth Amendment, U.S. Constitution

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

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

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

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

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

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

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

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

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

29 C.F.R. Part 1635

Book: Policy Manual

Section: Nondiscrimination/Anti-Harassment Policies Update - February 2021

Title: NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Code: po4122

4122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty. It also includes the period of time for which a person is absent

from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

District Compliance Officers

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

[DRAFTING NOTE: Neola suggests the Board ~~School Districts are advised to~~ appoint both a male and a female CO in order to provide Complainants ~~complainants~~ with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination/retaliation that pertains to the other CO.]

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

-
(734) 994-8100 extension 1311
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
charmonhiggins@washtenawisd.org
(E-mail Address)

(Name)

Associate Superintendent
(School District Title)

-
(734) 994-8100 extension 1300
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site () and:

A. ~~(X)~~ in the staff handbooks.

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

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

D. ~~() on each individual school's web site.~~

~~() in the School District's calendar.~~

F. ~~()~~ _____.

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, ~~Title IX of the Education Amendment Act of 1972,~~ Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. () Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. [END OF OPTIONS] A copy of each of the Acts and regulations on which this notice is based is available upon request from the CO. ~~based may be found in the CO's office.~~

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to ~~encouraged to promptly~~ report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. ~~Any administrator, supervisor, or other District-level employee or official who receives such a report/complaint shall file it with the CO () at his/her first convenience () within two (2) school days.~~ All members of the School District community must report incidents of discrimination/retaliation that are reported to them, or have knowledge of, to the CO within two (2) business days of learning of the incident/conduct.

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

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

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

Investigation and Complaint Procedure (See Form 4122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been ~~Any employee who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of the ~~his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is to ~~promptly stop~~ ~~stop quickly~~ inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who ~~alleges unlawful discrimination or retaliation~~ ~~believes s/he has been unlawfully discriminated or retaliated against~~. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the ~~Complainant and the Respondent mutually~~ ~~parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination)~~ agree to participate in it.

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

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

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

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

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

The School District's informal complaint procedure is designed to provide ~~the Complainant~~ ~~employees who believe they are being unlawfully discriminated/retaliated against~~ with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint

and the wishes of the **Complainant**, ~~individual claiming unlawful discrimination/retaliation,~~ informal resolution may involve, but not be limited to, one or more of the following:

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

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the **Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process,** ~~individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

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

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

All formal complaints must include the following information to the extent **known it is available**: the identity of the **Respondent** ~~individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct~~; a detailed description of the facts upon which the complaint is based **(i.e., when, where, and what occurred)**; a list of potential witnesses; and the resolution sought by the Complainant.

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

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

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

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

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

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

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

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

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

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

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

OR

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

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

[END OF OPTIONS]

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

[X] The ~~parties~~ **Complainant** may be represented, at ~~their~~ **his/her** own cost, at any of the above-described meetings/hearings.

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

Privacy/Confidentiality

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

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

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any **supportive interim** measures offered and/or provided to **the Complainant and/or Respondent** ~~complainants and/or the alleged perpetrators~~, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student **Codes of Conduct** and/or Employee Handbooks ~~or Codes of Conduct~~);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

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

- N. ~~(**)** documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

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

-

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

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Q. ~~()~~ copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;

-

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

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

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

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Legal

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

Fourteenth Amendment, U.S. Constitution

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

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

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

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

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

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

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

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

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

29 C.F.R. Part 1635



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SCHOOL LAW NOTES

FEBRUARY 29, 2024

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ROBERT A. DIETZEL
KATHERINE WOLF BROADDUS
DANIEL R. MARTIN
JENNIFER K. STARLIN
TIMOTHY T. GARDNER, JR.
IAN F. KOFFLER
FREDRIC G. HEIDEMANN
GORDON W. VAN WIENEN, JR. (OF COUNSEL)
LISA L. SWEM (OF COUNSEL)

RYAN J. NICHOLSON
CRISTINA T. PATZELT
PHILIP G. CLARK
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ESSER Funds: Use Them or Lose Them!

In 2020 and 2021, Congress enacted several relief packages allocating almost \$200 billion nationally to support public schools during the COVID-19 pandemic and its aftermath. Those appropriations derive from the Elementary and Secondary School Emergency Relief (ESSER) Fund, issued in phases known as ESSER I, ESSER II, and ESSER III (or the American Rescue Plan ESSER). Reportedly, MDE has received and allocated at least 90% of approximately \$5.6 billion dollars in ESSER funds to local schools.

As ESSER grants wind down, school officials should be aware of upcoming deadlines to avoid forfeiting funds. Schools must "obligate" ESSER grant money to eligible programs and expenditures by specific deadlines. Funds are obligated on the date the school enters into a written binding agreement for services. The obligation deadlines for ESSER I and ESSER II funds have passed, but the ESSER III obligation deadline is **September 30, 2024**.

Obligation deadlines are *not* eligible for extension. If your school has not yet obligated all of its ESSER III grant money, now is the time to refer back to the school's ESSER III [Use of Funds Plan](#) to identify additional projects.

In addition to the obligation deadline, school officials must ensure satisfaction of the liquidation deadline. Schools must spend, or liquidate, the funds by **December 30, 2024**.

Unlike the obligation deadline, the ESSER III funds liquidation deadline is eligible for extension, as explained in MDE's September 28, 2023 [memo](#) to Michigan public schools. MDE will receive liquidation extension requests for ESSER III funds between October 1, 2024 and December 1, 2024, and evaluate whether to submit requests to the U.S. Department of Education (DOE).

Extensions, if granted, provide up to an additional 14 months to liquidate obligated funds. In January 2024, the DOE released an updated [extension request form](#) for ESSER III funds. That form requires MDE, on behalf of individual schools, to list examples of supporting documentation and to provide a cover letter explaining how the ESSER III liquidation extension request contributes to the "acceleration of academic success for students, including those furthest from opportunity and with the greatest need." The extension form also asks for an "explanation" for late liquidation and a description of measures taken to liquidate in a timely fashion. DOE has issued [guidance](#) identifying situations that might warrant an extension.

The ESSER III allocations were the largest of the COVID-19 relief funds, so the **September 30, 2024** deadline is critical for schools to obligate those funds. Schools not expecting to spend the funds by the December 30, 2024 liquidation deadline should submit an extension request to MDE within the October 1 - December 1 window.

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Newly Effective PERA Disclosure Requirements

Public Act 236 of 2023, effective February 13, 2024, adds Section 11a to the Public Employment Relations Act. Section 11a requires within 30 days after hiring a bargaining unit employee, a school must provide employee information to the union representing that bargaining unit regardless of the employee's dues paying status. Additionally, every 90 days a school must provide that information to each bargaining unit employee's union. Section 11a does not specify when the 90-day period starts. Therefore, schools should consider providing the first notice within 90 days of Section 11a's effective date (February 13, 2024) and every 90 days after that first notice.

The statute lists the following employee information schools must provide within 30 days of hire and every 90 days thereafter:

- first, middle, and last name
- department or agency
- classification
- primary work location address
- home address, unless the employee has a confidential address under the Address Confidentiality Program Act, in which case the school must provide the designated address assigned
- personal telephone number
- personal email address
- work email address
- hire date
- employee identification number, if applicable
- part-time or full-time employment status
- wage

Section 11a does not specify a penalty for non-compliance. But schools should still comply to mitigate against the risk of an unfair labor practice charge.

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Probationary Teacher Non-Renewal Timelines

To avoid an unintended contract extension or obtainment of tenure, school officials must follow the applicable timelines and procedures to non-renew a probationary teacher's contract.

Probationary Period

Amendments to RSC Section 1249 (teacher evaluation) and to the Teachers' Tenure Act (probationary period for non-tenured teachers) take effect July 1, 2024. For the rest of this school year, RSC Section 1249 remains unchanged. Teachers must serve an initial five-year probationary period and receive an

"effective" or "highly effective" evaluation rating on their three most recent performance evaluations to acquire tenure. This five-year probationary period is reduced to four years if a teacher is rated "highly effective" on three consecutive annual year-end performance evaluations. If a teacher previously acquired tenure with another Michigan public school, the probationary period is only two years, unless reduced in duration or waived to allow immediate tenure.

School officials must accurately compute the probationary period and apply the correct timelines for non-renewal. Different timelines apply depending on a teacher's hire date or if a lengthy leave of absence or layoff interrupts the probationary period. We recommend that school officials create and regularly monitor a chart that identifies each teacher's hire date, status as a previously tenured teacher, annual performance evaluation ratings, and expected date for acquiring tenure.

Non-Renewal

The Tenure Act states that "before the end of each school year, the controlling board shall provide the probationary teacher with a definite written statement as to whether or not the teacher's work has been effective." The Michigan Supreme Court has established June 30 as the uniform date for the end of the school year for Tenure Act purposes. For a teacher hired after the start of a school year, however, the hire date (known as the "anniversary date") defines the end of the teacher's probationary period, which is measured in "full school years."

For a probationary teacher who previously acquired tenure in another Michigan public school and is on the two-year probationary cycle, the teacher must receive a non-renewal notice at least 60 days before the end of the probationary period (i.e., May 1 or 60 days before the anniversary date). The board must authorize the non-renewal and provide written notice of non-renewal to the teacher. For all other probationary teachers, the teacher must receive written notice of non-renewal at least 15 days before the end of the school year (i.e., June 15 or 15 days before the anniversary date).

Administrators must allow sufficient time for the board to act to non-renew a probationary teacher's contract and to provide written notice to that teacher within these timelines. The common belief that a school board "grants" tenure to a probationary teacher is not accurate. Rather, a probationary teacher automatically acquires tenure by operation of law upon the successful completion of the probationary period, unless the school board timely acts to non-renew the contract.

Although non-renewal is within the board's discretion, school officials must comply with statutory

procedures, timelines, and criteria to successfully non-renew a probationary teacher's contract. For example, administrators must ensure that the probationary teacher:

- (1) was evaluated in compliance with RSC Section 1249 and board policy;
- (2) had an individual development plan in place for each year from the start of the probationary period;
- (3) received a mid-year review; and
- (4) received multiple classroom observations and ample opportunity to improve consistent with the Tenure Act.

School officials must follow the applicable timelines and procedures required to properly make these important personnel decisions to avoid unintended consequences.

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Independent Contractor Rule Updated

The U.S. Department of Labor (DOL) recently published a final [Independent Contractor Rule](#), effective March 11, 2024, which revises guidance on determining whether an individual is an employee or independent contractor under the Fair Labor Standards Act (FLSA).

The National Labor Relations Board (NLRB), a federal agency whose standards the Michigan Employment Relations Commission often adopts, also revised its independent contractor standard. Effective March 11, 2024, DOL and NLRB will use the same analysis to determine whether an individual is an independent contractor or an employee. This analysis is important because misclassifying an individual as an independent contractor can result in penalties to a school for failing to: (1) deduct employment-related taxes, (2) make required retirement contributions, (3) offer insurance coverage, and (4) pay minimum wage, overtime, and paid leave.

Previously, the DOL's 2021 independent contractor analysis relied on two (core) factors, control and opportunity for profit or loss. The 2024 final rule instead uses a totality of the circumstances economic reality test by which all factors are weighed equally.

The 2024 final rule aligns with Michigan courts' current analysis, which follows an "economic realities test." This test is consistent with the final rule under the FLSA, and includes the following factors: (1) opportunity for profit or loss depending on managerial skill, (2) investments by the worker and potential employer, (3) degree of permanence of the work relationship, (4) nature and degree of control, (5) extent to which the work performed is an integral part

of the potential employer's business, and (6) skill and initiative.

To reduce the risk of incurring penalties for making an erroneous designation, school officials should carefully consider these factors and exercise caution when designating an individual as an independent contractor. For example, an independent contractor who provides counseling, speech therapy, or other specialized services to students on a full-time basis could be classified as an employee if that contractor works the full school year and school employees direct the contractor on how and when to complete tasks.

If you are unclear about the employee or independent contractor status of an individual, please contact your Thrun labor and employment attorney for assistance.

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Court Dismisses Teacher's Claims Against School Regarding Mask Mandate

The Michigan Court of Appeals recently ruled in favor of a school's COVID-19 mask mandate. The court affirmed the dismissal of a lawsuit in which a teacher alleged disability discrimination and whistleblower retaliation after the school refused to exempt her from the mask mandate and reprimanded her for noncompliance. *Tyler v Kalamazoo Pub Schs*, COA Docket No. 363249 (January 18, 2024).

For the 2021-22 school year, the Kalamazoo Public Schools (KPS) board of education adopted a policy that required its employees to wear masks at school. Teacher Patricia Tyler opposed the mandate and took a 7-day leave of absence under the Family and Medical Leave Act.

Upon returning, Tyler provided KPS with two doctors' notes. One stated that she required "ample mask breaks when safely able to do so" due to overheating and anxiety; the other identified her return-to-work date. Neither note stated that Tyler should be exempt from the mask mandate, nor did they say that she had a disability that required more than intermittent mask breaks when safely able to do so. In response, KPS allowed Tyler to take breaks from mask wearing between classes and on her lunch break, but did not exempt her from the mandate at all times.

In February 2022, Michigan Department of Health and Human Services and the Centers for Disease Control scaled back their mask advisory for indoor settings. Tyler then requested a mask exemption at all times based on her previous doctors' notes. KPS denied the request. Tyler sued, asserting that KPS exceeded its statutory authority by imposing a mask mandate and that KPS unlawfully ignored her medical exemption.

Two days later, Tyler refused to wear a mask in front of students and in common areas. She told KPS administration that she “didn’t want to” wear a mask. KPS placed Tyler on paid administrative leave pending the outcome of an investigation and later issued a letter of reprimand for insubordination. At the end of the school year, KPS rescinded its mask mandate. Tyler amended her lawsuit to add that KPS violated Michigan’s Persons with Disabilities Civil Rights Act (PWDCRA) and the Whistleblowers’ Protection Act (WPA).

KPS moved to dismiss the case, asserting that no material issues of fact existed supporting the PWDCRA and WPA claims. In other words, KPS claimed the parties did not dispute the factual issues, but Tyler’s claims still failed. Additionally, KPS argued the claims became moot with the mask mandate’s rescission. The trial court agreed and dismissed the case. Tyler appealed. The Michigan Court of Appeals agreed that the mask rescission rendered the case moot, but still analyzed the individual claims.

PWDCRA Claim

Under the PWDCRA, a “disability” is a physical or mental impairment that substantially limits a major life activity. Establishing a discrimination claim requires the employee to prove that: (1) the employee was disabled, (2) the employee’s disability was unrelated to the ability to perform job duties, and (3) the employee was discriminated against based on the disability.

The Court of Appeals found that although anxiety may be a mental impairment that substantially limits a major life activity, Tyler failed to present evidence that mask wearing “induced anxiety that substantially limited her work, sleep, or breathing.” Tyler therefore did not establish that she was disabled and her claim failed.

WPA Claim

Under the WPA, an employer may not discharge, threaten, or otherwise discriminate against an employee who reports or is about to report a violation or suspected violation of a law, unless the employee knows that the report is false. Establishing a WPA claim requires the employee to prove that: (1) the employee engaged in protected activity, (2) the employee was discharged or discriminated against, and (3) a causal connection existed between the protected activity and the discharge or discrimination.

The Court of Appeals ruled that Tyler failed to establish the second and third elements of a WPA claim. Although KPS placed Tyler on paid administrative leave and issued a letter of reprimand, she did not experience a loss of pay, demotion, or any other adverse action. Tyler also failed to establish a causal connection between the protected activity and the alleged

discrimination. The court held that a closeness in time between protected activity and adverse action is not sufficient by itself to satisfy the required causal connection.

While the COVID-19 pandemic may have ended, this decision reminds school officials to exercise caution when handling disability accommodation requests. School officials should maintain records of each step of the accommodation request process, including the medical documentation received and school action taken. Before disciplining an employee who potentially engaged in a protected activity, such as reporting a violation of the law or challenging a board policy, please contact legal counsel.

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Filling You In on Oral Health Assessment Requirements

The Michigan Department of Health and Human Services (MDHHS) demands the tooth, the whole tooth, and nothing but the tooth! Recently, the Michigan Legislature passed Public Act 316 of 2023, which amends the Public Health Code to require a child’s parent, guardian, or person *in loco parentis* (i.e., the person legally responsible for the child) to provide a dental oral assessment for the child before the child’s first school enrollment.

Beginning with the 2024-2025 school year, a parent registering a child for the first time in kindergarten or first grade must have the child undergo a dental oral assessment (i.e., dental screening). The assessment must occur within six months before the start of school.

This assessment can be conducted by: (1) a dentist or dental hygienist selected by the parent, (2) a qualified professional working through the local health department, or (3) at a pre-enrollment event (i.e., school registration). An assessment done at a local health department is free. If follow-up is necessary, the dental professional must give the parent a written statement that further treatments are required.

At the time of school registration or not later than the first day of school, a parent must provide to the school either a written statement on [MDHHS Form-6067](#) from the dental professional or a written statement of exemption stating this requirement violates the parent’s personal religious beliefs. If the required statements are not provided, a school *cannot* exclude a child from attendance.

The school must keep a record of each child’s assessment. Beginning in 2024, by **November 1** of each year, the principal or administrator of each school must give MDHHS a summary of dental reports at the time new kindergarten and first grade students enter school.

The reports must be on forms provided by MDHHS, which have not yet been created.

MDHHS further encourages schools to include information about dental assessments and the MDHHS Form 6067 in school registration packets and other distribution channels (i.e., social media, parent letters) to raise awareness about the requirements and the importance of good oral health.

For more information about the Kindergarten Oral Health Assessment (KOHA) Program, please visit the [MDHHS KOHA website](#) or contact MDHHS at MDHHS-KOHA@michigan.gov.

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No Parental Right to Opt Out of State Assessments

In the spring, students prepare for and take the Michigan Student Test of Educational Progress (M-STEP). Some parents will submit opt-out requests to exempt their children from the M-STEP and other standardized tests, asserting opting out is their legal right.

Michigan schools have no legal obligation to grant testing opt-out requests. The Revised School Code grants parents opt-out rights only for sex education and instruction in the characteristics or symptoms of diseases. Accordingly, schools may deny parent opt-out requests that do not fall within these mandates.

Federal law similarly does not support a testing opt-out right. The Sixth Circuit Court of Appeals held that the “timing and content of examinations . . . are generally committed to the control of state and local authorities.” While recognizing a parent’s right to be involved in their child’s education, many federal court decisions acknowledge a school’s ultimate authority to control the manner and content of instruction.

In a [memo dated March 26, 2015](#), MDE stated that “there is no official ability in state or federal law for parents to have their child opt out of the assessments, without counting against their school and district’s participation rates.”

In a [March 2023 letter](#), MDE State Superintendent Michael Rice echoed this point:

While we support parents in making choices for their children, there is no “opt-out” of state assessments under state or federal law. Students who are not assessed will count against their school’s required 95 percent participation rate, which will create an incomplete picture of their school’s performance.

The legal standard is clear. There is no opt-out right from the M-STEP or other examinations. When a student is absent, either intentionally or unintentionally, during part(s) of a standardized test, school officials should consider arranging to have the student complete the missed part(s) in a makeup session. If you receive an opt-out request from a parent or organization, please contact a Thrun attorney to discuss an appropriate response.

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New Special Education Guidance

MDE recently issued two new special education guidance documents: “[Least Restrictive Environment: Nonacademic Settings](#)” and “[Intersection of McKinney-Vento Homeless Assistance Act and the Individuals with Disabilities Education Act \(IDEA\)](#).”

In December 2023, MDE issued “Least Restrictive Environment: Nonacademic Settings,” which analyzes the IDEA’s least restrictive environment mandate in the context of nonacademic and extracurricular settings. This mandate requires that schools provide opportunities for students with disabilities to participate in nonacademic and extracurricular services and activities with nondisabled students to the maximum extent appropriate to the student’s needs. To ensure access, the student’s IEP Team determines which supplementary aids, services, and accommodations are appropriate and necessary.

Nonacademic and extracurricular services and activities may include athletics, transportation, health services, recreational activities, and school-sponsored special interest groups or clubs. Students with disabilities are not guaranteed a position on a competitive team or club activity; rather, requirements apply uniformly to students with and without disabilities.

In January 2024, MDE issued “Intersection of McKinney-Vento Homeless Assistance Act and the Individuals with Disabilities Education Act.” This question-and-answer guidance addresses issues that involve both federal acts.

McKinney-Vento defines “homeless children and youth” broadly as children and youth who:

- share housing of other persons due to housing loss, economic hardship, or similar reason;
- live in motels, hotels, trailer parks, or campgrounds due to the lack of adequate alternative accommodations;
- live in emergency or transitional shelters;
- are abandoned in hospitals;
- have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including

cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;

- live in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- are migratory children living in the above situations.

The guidance also explains when students experiencing homelessness should attend their “school of origin” or “school of residency.” Several factors determine this issue, including the student’s best interests and the parent or guardian’s preference. The questions and answers in this guidance are fact-intensive. We recommend school officials review them carefully.

The MDE guidance document identifies various resources for schools assisting a student with a disability who is experiencing homelessness. MDE’s [website](#) contains additional related resources, including a list of regional coordinators.

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Comprehensive Title IX Sexual Harassment Training

Thrun Law Firm is offering its Comprehensive Title IX Sexual Harassment Training on March 6, 2024. This webinar satisfies training requirements for all K-12 employees who serve as Title IX Coordinators, Investigators, Decision-Makers, Informal Resolution Facilitators, or Appeals Officers under the current Title IX Grievance Process. Once the anticipated new federal regulations are published, we expect that additional or different training will be required. The publication date for the new regulations remains unknown. A detailed description of the webinar and the cost to attend is included on the attached registration form. We hope to see you there!

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Date	Organization	Attorney(s)	Topic
March 1, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Teacher Placement, Layoff, and Recall Webinar
March 5, 2024	MSP School Safety Academy	Jessica E. McNamara	School Safety Legal Considerations
March 6, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Special Education Evaluations: It's Not Only About Eligibility Webinar
March 6, 2024	Thrun Law Firm, P.C.	Jennifer K. Starlin Cristina T. Patzelt	Title IX Comprehensive Training Webinar
March 7, 2024	Monroe County ISD	Michele R. Eaddy	Section 504
March 7 & 8, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Policy Implementation Meetings Webinar
March 8, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Teacher Evaluation and Merit Pay Webinar
March 13, 2024	SWMBO	Raymond M. Davis	Managing the New Labor Law Changes
March 14, 2024	MNA Spring Conference	Katherine Broaddus	Contract Language from the Past Offers a Window to the Future – Pre-2011 Examples to Use and Avoid
March 14, 2024	MNA Spring Conference	Raymond M. Davis	Unprohibited Subjects Revisited
March 14, 2024	MNA Spring Conference	Lisa L. Swem	Top Ten Priorities at the Table
March 14, 2024	MSBO Labor Conference	MaryJo D. Banasik	Employment Relationships/ Employee Evaluations, Due Process and Discipline
March 14, 2024	MSBO Labor Conference	MaryJo D. Banasik	Common Contract Issues for School Officials
March 14, 2024	MSBO Labor Conference	Ryan J. Murray	Collective Bargaining and Public Employee Relations Act (PERA)
March 14, 2024	MSBO Labor Conference	Piotr M. Matusiak Kelly S. Bowman	Personnel Records
March 14, 2024	MSBO Labor Conference	Piotr M. Matusiak	Disabilities and Accommodations and Family Medical Leave Act (FMLA)

Schedule of Upcoming Speaking Engagements

Thrun Law Firm attorneys are scheduled to speak on the legal topics listed below.

For additional information, please contact the sponsoring organization.

www.thrunlaw.com/calendar/list

Date	Organization	Attorney(s)	Topic
March 14, 2024	MSBO Labor Conference	Timothy T. Gardner, Jr.	Workplace Discrimination Issues/Teachers' Tenure Act
March 14, 2024	MSBO Labor Conference	Mackenzie D. Flynn	Workplace Privacy Considerations
March 14, 2024	MSBO Labor Conference	Cathleen M. Dooley	Sexual Harassment
March 15, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Dues Deduction and Teacher Discipline Webinar
March 15, 2024	MNA Spring Conference	Robert A. Dietzel	Legal Update
March 20, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	On Notice! Drafting Prior Written Notices that Cover Your Legal Bases Webinar
March 21, 2024	MASA Region VII	Raymond M. Davis	New Labor Law Changes
April 3, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Developing Legally Compliant IEPs = FAPE Webinar
April 9, 2024	MSP School Safety Academy	Jessica E. McNamara	School Safety Legal Considerations
April 16, 2024	Oakland Schools	Michele R. Eaddy	Special Education Discipline
April 17, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	LRE and Placement – Considering the Full Continuum Webinar
April 19, 2024	Calhoun ISD	Raymond M. Davis	Legal Update
April 23, 2024	MSBO	Piotr M. Matusiak	Grievance Management: Effective Strategies for Collective Bargaining Agreement Disputes (8:30 a.m. – 9:30 a.m.)
April 23, 2024	MSBO	Ryan J. Nicholson	A Year in the Life of a Business Official: From Budget Hearings to Election Deadlines (8:45 a.m. – 9:45 a.m.)
April 23, 2024	MSBO	Timothy T. Gardner, Jr.	Collective Bargaining: Innovations and Advanced Strategies (9:30 a.m. – 10:30 a.m.)

Date	Organization	Attorney(s)	Topic
April 23, 2024	MSBO	Katherine Broaddus	Reintroduction of Prohibited Subjects of Bargaining and How It Affects Negotiations (10:55 a.m. – 11:45 a.m.)
April 23, 2024	MSBO	Daniel R. Martin Jennifer K. Starlin	Legal Update (1:15 p.m. – 2:00 p.m.)
April 24, 2024	MSBO	Christopher J. Iamarino	Arbitrage Rebate Compliance and Strategies for Bonds in the Current Interest Rate Environment (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	Michael D. Gresens Mackenzie D. Flynn	Cash Flow and Short-Term Borrowing Options (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	Ian F. Koffler	Practical Implementation of the Inflation Reduction Act (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	Daniel R. Martin Jennifer K. Starlin	Legal Update (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	MaryJo D. Banasik Austin M. DeLano	Collective Bargaining Basics (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	Fredric G. Heidemann	Construction: Dealing with Material and Performance Delays (10:40 a.m. – 11:40 a.m.)
April 24, 2024	MSBO	Ryan J. Nicholson	Booster Clubs and Support Groups: Limiting Potential Liability (10:40 a.m. – 11:40 a.m.)
April 24, 2024	MSBO	Cathleen M. Dooley	Employee Leave and Compensation: Get It Right or Pay the Price (10:40 a.m. – 11:40 a.m.)

Date	Organization	Attorney(s)	Topic
April 24, 2024	MSBO	MaryJo D. Banasik Austin M. DeLano	Everything You Need to Know About Employment Contracts (10:40 a.m. – 11:40 a.m.)
April 24, 2024	MSBO	Timothy T. Gardner, Jr.	Payroll Processing and Legal Compliance (10:40 a.m. – 11:40 a.m.)
April 24, 2024	MSBO	Jennifer K. Starlin Piotr M. Matusiak	Pupil Accounting Fundamentals (10:40 a.m. – 11:40 a.m.)
April 25, 2024	MSBO	Piotr M. Matusiak Mackenzie D. Flynn	The Bond Passed: Now What About Construction Contracts? (8:20 a.m. – 9:30 a.m.)
April 25, 2024	MSBO	Michael D. Gresens	Get to Know the L4029 and Other Property Tax Issues (8:20 a.m. – 9:30 a.m.)
April 25, 2024	MSBO	Daniel R. Martin	Recent Developments in Labor and Employment Law (8:20 a.m. – 9:30 a.m.)
April 25, 2024	MSBO	Raymond M. Davis	Collective Bargaining: Innovations and Advanced Strategies (8:20 a.m. – 9:30 a.m.)
April 25, 2024	MSBO	Ian F. Koffler	Lessons Learned: Community Engagement During a Successful Bond Campaign (9:40 a.m. – 10:40 a.m.)
April 25, 2024	MSBO	Ryan J. Nicholson	Cybersecurity: An Overview (1:15 p.m. – 2:30 p.m.)
April 25, 2024	MSBO	Ryan J. Murray	Unemployment Claims 101 (1:15 p.m. – 1:45 p.m.)
April 30, 2024	MASA School Safety Summit	Jessica E. McNamara	School Safety Legal Considerations
May 1, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Avoiding Mistakes in the MDR Process Webinar

Date	Organization	Attorney(s)	Topic
May 6, 2024	MPAAA	Jennifer K. Starlin	Legal Update
May 15, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Responding to State, OCR, and Due Process Complaints Webinar
June 13 & 14, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Policy Implementation Meetings Webinar
August 5, 2024	Charlevoix-Emmet ISD	Lisa L. Swem	School Law Update
August 7, 2024	UP Administrators Academy	Lisa L. Swem	School Law Update
September 5 & 6, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Policy Implementation Meetings Webinar
December 5 & 6, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Policy Implementation Meetings Webinar

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION MEETING MINUTES**

Tuesday, February 27, 2024

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, February 27, 2024, in Washtenaw ISD's Teaching and Learning Center Board Room at 1819 South Wagner Road in Ann Arbor, Michigan.

CALL TO ORDER

The meeting was called to order at 5:00 p.m. by President Diane Hockett

ATTENDANCE

The following members were present:

Diane Hockett, President
Mary Jane Tramontin, Vice President
Theresa Saunders, Secretary
Steve Olsen, Trustee

The following member was absent:

Sarena Shivers, Treasurer

Quorum was met.

Also present:

Naomi Norman, Superintendent
Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent
Edward Manuszak, Executive Director for Early Childhood
Holly Heaviland, Executive Director of Community & School Partnerships
LaDawn White, Early Childhood Grant Manager
Victoria Westmoreland, Administrative Assistant to the Superintendent

APPROVAL OF THE AGENDA

Motion by Steve Olsen, seconded by Mary Jane Tramontin, to approve the agenda, as presented.

Ayes: All.

Nays: None.

Motion carried.

FINANCIAL REPORTS: Associate Superintendent Brian Marcel reviewed the financial reports for December 2023, noting that the report did not account for the most recent Budget Amendments approved at the February 13, 2024, Board of Education meeting. Early Childhood Grants Manager LaDawn White reviewed the January 2024 Head Start Financial Reports, noting that the summary page had been amended to include encumbrances, and that there was a printing error with pages 73-70. LaDawn fielded questions from the Board.

Motion by Theresa Saunders, seconded by Mary Jane Tramontin, that the Board of Education approve the January 2024 Head Start Financial Reports, as presented.

Voting yes: Theresa Saunders, Mary Jane Tramontin, Steve Olsen, Diane Hockett.

Voting no: None.

Motion carried.

EQUITY, INCLUSION, AND SOCIAL JUSTICE DIALOGUE: Superintendent Naomi Norman facilitated the Equity, Inclusion, and Social Justice (EISJ) discussion, sharing about the following:

- An opportunity for the Board to engage in professional learning that is in line with equity work being facilitated at WISD. This was followed by a brief discussion about scheduling sessions.
- The Family Literacy Initiative Campaign Kickoff will be hosted at the Washtenaw Community College Morris Lawrence Building on Sunday, March 10, 2024, from 1:00 pm – 5:00 pm. The event is intended to raise awareness surrounding the literacy crisis in Washtenaw County and its impact on the community, boost recruitment of volunteers and tutors to assist literacy partners, and engage in dialogue with federal, state, and local leaders who will be in attendance.

CONSENT AGENDA

Motion by Mary Jane Tramontin, seconded by Steve Olsen, that the Board of Education approve the minutes and Superintendent's recommendations in the Consent Agenda, as presented.

Voting yes: Steve Olsen, Diane Hockett, Theresa Saunders, Mary Jane Tramontin.

Voting no: None.

Motion carried.

Approval of Minutes

The Board approved the minutes of the February 13, 2024, regular meeting.

074-23-24

The Board approved the following employment recommendations:

- Charlie Jones as a CTE Data Entry & Reporting Specialist.
- Kimberley Rock as a Teacher Consultant for WEOC/WAVE.
- Michael Schwartz as a Teaching Assistant.

075-23-24

The Board approved the following reclassification requests:

- Joy Taylor, WAVE Teacher Consultant, 1.0 FTE, 185 Workdays, Unit II Bargaining, to Transition Teacher Consultant, 1.0 FTE, 185 Workdays, Unit II Bargaining.
- Vacant, Social Worker, Infant Mental Health Specialist, 0.6 FTE, 111 Workdays, Unit II Bargaining, to Social Worker, Infant Mental Health Specialist, 0.7 FTE, 129.5 Workdays, Unit II Bargaining.

076-22-23

The Board approved the following staff retirement:

- Richard Korth, effective August 31, 2024.

077-23-24

The Board approved the following termination:

- VerShawn Patrick, effective February 12, 2024.

NEW BUSINESS – Robert Half Contract Amendment: Associate Superintendent Brian Marcel addressed the Board, sharing background information pertaining to the Robert Half Contract Agreement on behalf of Assistant Director of Technology & Data Services Matthew Cook, who could not attend the meeting. Brian Marcel shared the original contract that was approved by the Board in August of 2023 must be extended to meet technology and data services' pertinent staffing needs.

Motion by Steve Olsen, seconded by Theresa Saunders, that the Board authorize the administration to approve the amended contracted services agreement with Robert Half for LAN/WAN Support and Desktop Technical Support for a cost not to exceed \$134,00.00, as presented.

Voting yes: Mary Jane Tramontin, Steve Olsen, Diane Hockett, Theresa Saunders.

Voting no: None.

Motion carried.

NEW BUSINESS – Universal Pre-K Selection Criteria 2024-2025: Executive Director for Early Childhood Edward Manuszak address the Board, first sharing that WISD's selection criteria has been referenced as an exemplary model, then discussing the utilization and application of the Universal Pre-K Selection Criteria. Edward Manuszak fielded questions from the Board.

Motion by Steve Olsen, seconded by Mary Jane Tramontin, that the Board approve the 2024 Universal Preschool Selection Criteria for GSRP, Head Start, and Early Head Start services, as presented.

Voting yes: Theresa Saunders, Mary Jane Tramontin, Diane Hockett, Steve Olsen.

Voting no: None.

Motion carried.

BOARD OF EDUCATION REPORTS: Trustee Steve Olsen spoke about the following:

- Trustee Steve Olsen and Board President Diane Hockett have been working diligently with the Self-Assessment team. This process allows for the WISD to identify possible systemic issues. Mary Jane Tramontin and Theresa Saunders thanked both Steve Olsen and Daine Hockett for serving on this team and noted the impact of the team's work.

ADMINISTRATIVE REPORTS – Superintendent's Report:

Superintendent Naomi Norman spoke about the following:

- The A2Y Early Edition breakfast on Wednesday, February 21, 2024 featured local black writers, Marsalis Higgs and Elle Wright and book store owner, Carlos Franklin. They discussed their experiences in field of writing and publishing.
- Deputy Superintendent Cherie Vannatter shared information on the Honey Creek re-authorization process. The WISD board will need to evaluate the school and renew the charter contract by June 30, 2024. WISD is administering a culture survey to staff, parents, and students to use as part of the evaluation.
- Talent Together has been named one of the "Top 10 Education Innovations in the Country" by ASU+GSV.
- MAISA's instruction committee switched to a new format with the goal of improving coordination among instruction efforts. The committee decided to come together and apply for a math grant at the state level. If the funding is granted, this money will be used to provide a Math Coordinator at every ISD within the state. Board President Diane Hockett remarked on the strength of coordinating among ISDs.

ADJOURNMENT

The meeting was adjourned at 6:03 p.m.
Respectfully submitted,

Theresa Saunders, Secretary
Washtenaw ISD Board of Education

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Melissa Paschall, Special Education Principal

DATE: February 21, 2024

RE: New Hire Recommendation – Mary Beth DiFranco

I would like to recommend Mary Beth DiFranco for employment as a School Social Worker. If approved by the Board, Mary Beth DiFranco's salary will be \$84,6410.00, MA Step 12. All other fringe benefits will be set forth in the Unit II contract.

CC: Cherie Vannatter, Deputy Superintendent
Deborah Hester-Washington, Executive Director of Special Education
Cassandra Harmon-Higgins, Executive Director of Human Resources and Legal Services

MARY B. DIFRANCO, LMSW

Michigan Licensed Clinical Social Worker
MI Dept. Of Education Full Approval School Social Worker

Education

2010 Eastern Michigan University MSW
Children and Family Concentration
School Social Work Certification

1988 Eastern Michigan University BSW
Children and Family Concentration

Skills/Training

Trauma Informed Evidence Based Practices,
Cognitive Behavioral Therapy, Motivational
Interviewing, Solution Focused Therapy, Strengths
Based Approaches, Ele's Place Grief/Loss
Facilitator, Special Education Eligibility Evaluator,
Crisis Intervention-Suicide/Harm Assessment,
Autism Evaluation Team member, Early
Childhood Developmental Disorders,
Elementary/Middle School/High School Group
Facilitator for Social Skills, Anxiety, Depression,
Self-Esteem, Friendship, Trained in Safe Schools
Training for Sexual Minority Youth, UofM
TRAILS program and Michigan Collaboration for
Mindfulness in Education

SCHOOL BASED SOCIAL WORK

2010-Current School Social Worker-School Based Mental Health Provider

Early On/Early Childhood Elementary School, Middle School, High School
Ann Arbor, Dexter and Lincoln Consolidated Public Schools
Presence Learning virtual educational therapy staffing company

- Multi-Disciplinary Team Member for assessments and evaluation of students for Special Education services and/or 504 plans
- Facilitate weekly groups for students on social skills, social emotional goals, anger management, anxiety/depression, self-esteem, impulse control, attention issues using Evidence Based intervention and Play Therapy approaches
- Conducted individual sessions with students using evidence-based play therapy
- Early Childhood Early On assessments and provider
- Utilized assessment protocols such as the ADOS 2, Achenbach, BASC, CDI, Conners EC, DECA, Piers Harris, RCMAS, SCQ, CARS, SSRS
- Serve as the EPHY (education Project for homeless youth) Advocate
- Responsible for Crisis Intervention, Grief counseling, Suicide/Violence Assessment
- Responsible for Tienet service capture documentation and IEP Medicaid billing
- Assist in the development of District Crisis Protocol and Manual
- Assist families with Community Resources for assistance with food, clothing, shelter, medical needs and Autism medical evaluations
- Provided mental health support, mindfulness skills training to school staff as needed
- Assisted with creation of social emotional virtual learning curriculum videos to support students during pandemic

MEDICAL SOCIAL WORK

2021-2022 IHA-Trinity Health Pediatric Clinic Care Manager

- Collaborates with members of the health care team, parents, you adult patients to ensure the delivery of quality patient centered healthcare services
- Empowers patients who are at risk by providing self-management support and patient education to manage their health
- Provides targeted interventions in specialty population to ensure proper triaging of the patient and appropriate delivery of care in accordance with established protocols
- Coordinates the care and triage to appropriate outpatient community services and /or triage to emergency services or inpatient services of patients

-EPIC trained

Henry Ford Health Systems

Outpatient Child/Adol/Adult Intake Coordinator

- Conducted all New Patient Assessments and crisis intervention
- Participated in Quality Improvement team meetings to enhance system of new patient referrals and treatment
- Responsible for triage of patients during crisis situations
- Maintained updated resources for Clinicians
- Responsible for monthly stats on new patient referrals
- Sustained professional relationships with other clinics to ensure continuum of care for patients

Recover Coordinator-NIH Lung Health Study

- Responsible for retaining Lost to Follow-Up study participants
- Conducted 3, 6, 9 month study visits with participants per NHI protocols
- Facilitated weekly support group for study participants for smoking cessation.
- Co-organized Hospital's Great American Smoke-out

Chemical Dependency Counselor

-Assisted with development and implementation of Hospital's first Nicotine Dependency Clinic

-Co-created Program Protocol Manual and Counselor Interview questions -Responsible for Conducting interviews and hiring staff

-Counseled patients referred by physicians for smoking cessation treatment -Assessed for nicotine dependence and treatment and then made recommendations to physicians for patient nicotine replacement prescription treatment

Community Organization Social Work

Adoption Advocates Adoption Home Study Evaluator

-Responsible for conducting Home Study evaluation and reports for potential adoptive families

-Initiated background checks, gathered medical records, employment verification, income status

-Conducted extensive interview with parents on social history, daily routines, feelings about the possible adoption, and other things relevant to the adoption process

-Oversaw home inspection to determine a safe environment for a child ie. looking for things like smoke detectors and other safety features -Compiled written detailed Home Study report for submission to adoption agency

Spectrum Human Services Case Manager

-Responsible for overseeing the medical, educational, psycho-social needs of 26 youth ages 9- 14 who were in foster care due to abuse/neglect in their home environment

-Implemented trainings with residential care staff on Family Dynamics, Abuse/Neglect impact on youth and Professional Boundaries

-Coordinated Updated Service Plan reports to DHS

-Crisis intervention as needed with youth in care

-Facilitated anxiety, depression and social skills support groups with youth in foster care

United Methodist Retirement Community Social Worker

-Worked closely with families assisting their older loved one across the continuum of care from independent to assisted living settings within the retirement community

-Facilitated Grief/Loss support group with residents -Advocated for residents' self-determination choices to be supported by retirement community

-Assessed residents for activities of daily living status and mental wellness

DATE: March 8, 2024

TO: Naomi Norman, Superintendent; WISD Board of Education

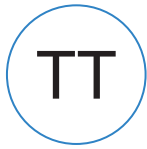
FROM: Cassandra Harmon-Higgins
Executive Director of Human Resources and Legal Services

SUBJECT: Recommendation to Hire

This is a recommendation to hire Traci Talley in the position of Legal Assistant for the Washtenaw Intermediate School District (WISD) Human Resources (HR) & Legal Department. Ms. Talley has twelve (12) years of valuable experience working as Legal Assistant (and Office Manager) for a multi-attorney law firm. Ms. Talley has been working for the WISD as a contractor (via Phoenix Services, LLC) for approximately seven (7) months, and in that time has proven to be reliable, organized, efficient, and an exceptionally hard worker. She has provided much needed assistance in balancing the team's caseloads.

With all that has been proverbially thrown her way, she has managed to show initiative and compassion with the variety of issues handled. She's also participated in several training courses/webinars for the benefit of the Department/organization. We are collectively pleased with her work; I am confident that the team and organization will continue to benefit from her hire.

If approved by the WISD Board, Ms. Talley would be a Non-Affiliated employee starting at a Grade 7, Step 2 (based on her years of experience), 230 days/year, with an annual salary of \$69,308; all other fringe benefits are set forth in the Non-Affiliated Manual.



Traci. Talley

PROFESSIONAL SUMMARY

Diligent and conscientious Legal Assistant with 12+ years experience in contract, employment, and family law. Skilled in fulfilling legal research needs, and providing expert case management support. Successful at maintaining complex docket systems, tracking deadlines and coordinating depositions and settlement conferences. Career highlights include creating and implementing policies and procedures for a new firm, providing administrative and legal support to multiple attorneys throughout high profile cases, resulting in favorable outcomes for our clients. I am a Client-focused, resolution driven Legal Assistant with a history of exemplary-rated performance.

SKILLS

- Legal Research
- Organization
- Time management
- Client Relations
- Written and verbal communication
- Records Management
- Word Processing and Data Entry
- Spreadsheet and Database Management
- Problem solving
- SAP ERP
- TimeNet Law
- Clio
- PACER
- Red Rover
- New World
- Office Suite

WORK HISTORY

CONTRACTOR / HR AND LEGAL SERVICES

07/2023 to CURRENT

Phoenix Services, LLC

- Providing skilled administrative and legal support to the Human Resources and Legal Services Department including, but not limited to, processing and managing various leave requests, assist with maintaining attendance database, reviewing and processing contracts, scheduling and coordinating meetings, data entry, work-flow tracking, file maintenance and records management, drafting, reviewing and editing documents and correspondences, conducting legal research, and performing duties and responsibilities requiring knowledge of federal and state employment laws and regulations as well as of the District's Collective Bargaining Agreements, Board Policies and Administrative Guidelines, managing special projects as assigned by Executive Director HR and Legal Services.

CONTRACTOR / SALES

02/2023 to 07/2023

Kelly Services, LLC

- Assisting customers with scheduling and coordinating training, for various lasers and their applications, utilizing the company's SIS database to track

training missions and processing training jobs

- Working with SAP ERP software to assist customers with assessing their after sales training needs, preparing quotes, processing sales orders, invoicing, ordering training supplies, preparing shipments of supplies to training sights, and reconciling training expenses.

LEGAL ASSISTANT/OFFICE MANAGER

01/2011 to 01/2023

Green Johnson Mumina & D'Antonio | Oklahoma City, OK

Providing administrative and legal support for attorneys; fielding inbound calls, reviewing and routing incoming mail; preparing and processing outgoing mail and faxes, arranging for specialized mail, or service of process as required; serving as a liaison between attorneys and clients; communicating effectively with clients, colleagues and court personnel; sourcing and verifying important case intelligence; maintaining case record system; drafting, proofing editing and filing legal documents, facilitating the meeting of deadlines, keeping multiple agendas, exercising independent judgment in determining priority level of all work assigned on a daily basis, assuring that high priority items are completed in a timely manner; performing conflict screening checks; entering all timekeepers and expenses for clients utilizing TimeNet Law, and Clio, and preparing and mailing invoices to clients, processing retainer payments.

EDUCATION

Foothills Adult Center

01/1987

Washtenaw ISD Position Change / Upgrade Form

The supervisor of the position should complete and sign this form if you are anticipating an upgrade /reclassification, title/duties change and/or a salary/market increase for the position. Please note that the final decision on classification of the subject position will be made by the Executive Cabinet and the Superintendent.

Change Recommended

Please select all that apply

- ☒ Position change
- ☐ Salary Level /Wage
- ☐ Location
- ☐ FTE
- ☐ Bargaining Unit
- ☐ Work days
- ☐ Account Split
- ☐ Other

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Gregory Myers

Department

Achievement Initiatives

Current Account 1

11.1299.1590.000.0000.09100.0000

Current Account 1 Split

85

Current Account 2

22.1299.1590.000.0000.09100.0000

Current Account 2 Split

15

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

Jennifer Banks

Current Position Title

EISJ Project Specialist

Recommended Position Title

EISJ Program Manager

Current Position Number

51.00.299.01

Recommended Position Number

51.00.299.01

Current Bargaining Unit

Non-Affiliated

Recommended Bargaining Unit

Non-Affiliated

Current Account 4 Split

Recommended Account 1

11.1299.1590.000.0000.09100.0000

Recommended Account 1 Split

85

Recommended Account 2

22.1299.1590.000.0000.09100.0000

Recommended Account 2 Split

15

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

Grade 5/ Step 4

Recommended Pay Rate/ Salary Level

Grade 6/ Step 4

Current FTE

1

Recommended FTE

1

Current Number of Work Days

230

Recommended Number of Work Days

230

Should the Current Position Remain?

- ☐ Remain
- ☒ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

TLC/ Achievement Initiatives

Recommended Location

Worksite/Desk Location

TLC/ Achievement Initiatives

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

The EISJ Project Specialist was initially developed to support our local districts to build awareness and provide coaching to develop educators' racial literacy. In addition to supporting our local districts, Greg has also taken on the responsibility of supporting departments within the WISD. He has been planning and facilitating the WISD's Equity Teams, meeting with department leaders and staff members, providing coaching, participating as a leader on the Equity Leadership Team, and attending cabinet-level professional level to support WISD leaders. Moreover, in 2023 Greg received his CCAR practitioner certification from the Pacific Education Group (PEG). PEG recognized him as "being a leader in the movement toward racial equity and transforming your organizational environment." Greg is a team player willing to support the AI team and teams across the WISD. His commitment to racial equity and supporting leaders and team members is above and beyond the initial expectations of the EISJ Project Specialist position. The value he brings to the WISD should be honored, through this position upgrade.

Effective Date

Date new duties were assigned or changes made

07/01/2023

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

No

Department Head Comments

Department Head

Naomi Norman06/30/2023

Finance Approval

- ☒ Approve
☐ Adjust, See Comments

Finance Comments

Finance

SAP01/16/2024

Human Resources Approval

- ☐ Approve
☒ Adjust, See Ccomments

Human Resources Comments

Grade 9 (former GR 6), Step 2 Retroactive to 7/1/23; need updated JD. (Two JDs attached; HR needs clarification prior to issuing conditional offer regarding education required for the position).

Human Resources / Executive Admin Review

CD Harmon-Higgins08/10/2023

Superintendent Comments

Superintendent

Naomi Norman01/16/2024

WASHTENAW INTERMEDIATE SCHOOL DISTRICT
Position Description

Job Title: EISJ Program Manager

Department: Achievement Initiatives

Reports to: Director of Instruction

FLSA Status: Exempt (230 Days)

Prepared By: Jennifer Banks, Ph.D., Director of Instruction

Date Prepared: June 30, 2023

Approved by: Cassandra D. Harmon-Higgins, Esq.
Executive Director, Human Resources and Legal Services

Approval Date:

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Achievement Initiatives (AI) EISJ Project Manager provides synergy for the development of equity, inclusion, and social justice practices among WISD leaders, local district leaders, the WISD's collaborative partners, and the educators that the Achievement Initiatives Team serves.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Program Outcomes

- Promotes and sustains a strong sense of collectivism among Achievement Initiatives Team **members** and **WISD cabinet leaders**.
- Fosters a culture of collaboration between the Team, the Team's collaborative partners, and other WISD departments.
- Works to deepen the understanding and application of the racial equity curricula to the work of the Achievement Initiatives Team, the educator networks, and the Team's collaborative partners.
- Ensures that the WISD's Educational Equity Policy and six questions are applied consistently in problem-solving and decision-making.
- **Manages the budget for the Achievement Initiative team's Culture and Diversity efforts**
- **Supports WISD and LEA leaders to design and plan systemically around racial equity**

Core Competencies:

Emotional Intelligence

- Cultivates trust
- Takes a nonjudgmental approach
- Believes that our best work happens in community and connection with one another
- Employs care and compassion when engaging with their own vulnerability and the vulnerability of others
- Fosters a sense of interdependence
- Is in the continuous pursuit of joy, self-care, and community in order to sustain their work.

- Tolerant of ambiguity

Attending to Application and Practice

Engages culturally relevant facilitative practices in order to:

- Facilitate an introduction into social justice via an examination of social identities, the intersectionality of those identities, and their impact on adult development.
- Hold space for open and honest dialogue about the impact of social identities on educational practices as it applies to the Achievement Initiatives Team and the Team's collaborative partners.
- Articulate strategies that can be employed when engaging dominant cultural practices that perpetuate the marginalization of non-dominant groups.
- Sustain an adult learner's co-construction of histories that illuminate racial disparities, both past and contemporary.
- Maintain the consistent application of the Courageous Conversations about Race Protocol (the four agreements, six conditions, and the compass) in an effort to illuminate the role of race and its impact on the planning, implementation, and assessment of programming focused on advancing the application of the principles of racial equity as it applies to the Achievement Initiatives Team and the Team's collaborative partners.
- Affirm an adult learner's equity and social justice vision as well as guide them in their growth and development in a way that is compassionate.
- Design and facilitate of WISD's Equity Teams
- Support cabinet leaders in leading racial equity by attending cabinet-level professional development and contributing to developing the racial consciousness of the group.

Attending to Project Collaboration

- Contributes to the collaborative planning and development of equity and social justice professional development offerings for teachers and educational leaders (e.g. professional learning series, how to sessions, film series and other things as developed).
- Engages in identity-based coaching and development of educators, the Achievement Initiatives Team, and the Team's collaborative partners.
- Facilitates interdepartmental planning and enactment of collaborative work with the Achievement Initiatives Team.
- Listens to and discerns where people are in applying deep knowledge of racial equity and social justice to their work.
- Manages and provides coaching support around racial equity

Inquiring about project impact and growth

- Gives and receives feedback from adult learners in ways that foster growth and transformational development.
- Advises the development of evaluative tools related to equity, social justice, and inclusion professional learning sessions and seminars.

Social Justice and Racial Equity Mindsets and Dispositions

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in

the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.

- Committed to the life-long work of developing one's anti-racist, anti-oppressive skills, and liberation mindsets; applies these mindsets to all aspects of the position's duties and responsibilities.
- Demonstrates the ability to examine the impact of education inequities in student development outcomes as it aligns with race, ethnicity, and socio-economic status.
- Maintains a working anthology of anti-racist, anti-oppressive, and liberation scholarship that is used to inform personal and collective planning and decision-making.
- Works towards social justice in all areas of their life, especially in schools and on behalf of students.
- Is a critical thinker and engages in on-going self-reflection to monitor the evolution of their mindsets.
- Brings a deep awareness of social identity of self in relationship to others to their relationships and collaborative work.
- Applies the mindset of being both a teacher and learner.
- Practices both-and thinking.
- Balances confidence and a sense of authority with humility.
- Is keen on the delicate nature of tolerating the ambiguity of unfinished business for self and others; is persistent in supporting the learner with their development in the racial equity and social justice developmental process.

SUPERVISORY RESPONSIBILITIES:

- N/A

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily.

Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered.

The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Minimum of a high school diploma; bachelor's degree or higher preferred.*
- Can demonstrate the knowledge and application of a working anthology of anti-racist, anti-oppressive, and liberation scholarship.
- Has experience with facilitating and/or mediating adult learners with exceptional success.
- Has evidence of collaborative efforts with groups of adult learners and the impact of their collaborative work.
- Can demonstrate the impact of efforts made towards social justice and racial equity in all areas of life, especially in schools and on behalf students and their communities.
- Can demonstrate the impact of the practice of employing emotional intelligence to foster a sense of collaboration and collectivism.
- Has served on a community-driven board such as a school, advisory, and/or governing board for a public institution.
- Has participated in voicing the perspectives and concerns of the community in public forums (e.g. a podcast, community-based radio broadcast, community forum, and/or panel).
- Has facilitated conversations that aim to foster the social construction of race and the impact that it has on

the conditions that shape life outcomes

CERTIFICATES, LICENSES, REGISTRATIONS:

- Certified in specific equity-focused approaches for adult learning such as Courageous Conversation practitioner certification; Justice Leaders certified trainer.

LANGUAGE SKILLS:

- Ability to work effectively and collaboratively with other departments, agencies, and individuals across the state of Michigan
- Ability to write reports, business correspondence, and procedure manuals.
- Ability to effectively present information and respond to questions from groups of educators, customers, and the general public.
- Ability to express self clearly; both orally and in writing.

TECHNICAL SKILLS:

- Demonstrated proficiency in the use of a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms such as email, conferencing, bulletin boards, etc.
- Excellent knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database and presentation software) and other technology to support efficient and effective office operation is required.
- Ability to create web-based forms and documents.
- Ability to read and interpret general business periodicals, professional journals, technical procedures, governmental regulations and forms.
- Ability to integrate technology into the everyday work flow is necessary.
- Ability to implement new technologies.

MATHEMATICAL SKILLS:

- Ability to apply the concepts of basic math, algebra and geometry consistent with the duties of this position.

REASONING ABILITY:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Exhibit high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.
- Ability to define problems, collect data, establish facts and draw valid conclusions.

INTERPERSONAL SKILLS:

- Ability to work independently with management guidance.

- Possess excellent customer service and communication skills with a client-centered focus.
- Ability to build rapport with others and to serve diverse publics.
- Ability to take initiative; work well with others as a collaborative team member and exhibit good communication skills.
- Ability to work effectively and collaboratively with other departments, agencies and individuals.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk, see and hear. The employee is occasionally required to stoop, kneel, crouch, crawl and reach with hands and arms. The employee is continuously repeating the same hand, arm or finger motion many times. The employee must occasionally lift and/or move up to 35 pounds such as books and training material. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. This position requires the individual to travel and/or drive to various off-site locations. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee may be required to be outdoors for periods of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary ranging (dependent upon experience) from \$70,113 – \$86,168.

Washtenaw Intermediate School District is a drug-free workplace and District policy requires drug testing for all potential employees.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of

race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and federal regulations.

Washtenaw ISD Position Change / Upgrade Form

The supervisor of the position should complete and sign this form if you are anticipating an upgrade /reclassification, title/duties change and/or a salary/market increase for the position. Please note that the final decision on classification of the subject position will be made by the Executive Cabinet and the Superintendent.

Change Recommended

Please select all that apply

- ☐ Position change
- ☐ Salary Level /Wage
- ☐ Location
- ☒ FTE
- ☐ Bargaining Unit
- ☐ Work days
- ☐ Account Split
- ☐ Other

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Tiffany Woods

Department

Early Childhood

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Current Account 4 Split

Recommended Account 1

11.1212.1290.997.3437.00000.0000

Recommended Account 1 Split

100

Supervisor

Alicia Kruk

Current Position Title

Home Visitor, Early Head Start

Current Position Number

52.00.212.06

Current Bargaining Unit

Unit I

Current Pay Rate/ Salary Level

ECGR2 Step3

Recommended Pay Rate/ Salary Level

ECGR2 Step3

Current FTE

0.5

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Recommended Account 4

Recommended Account 4 Split

Recommended FTE

1

Current Number of Work Days

230

Recommended Number of Work Days

230

Should the Current Position Remain?

- ☐ Remain
- ☒ Delete

Current Account 1

11.1212.1290.997.3437.00000.0000

Current Account 1 Split

100

Current Account 2

Current Location

Workspace/Desk Location

TLC and Remote

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

Cheryl Carpenter is vacating her .5 FTE Home Visitor position to move into a 1.0 ECS position. Tiffany will increase from .5 to 1.0.

Effective Date

Date new duties were assigned or changes made

07/01/2023

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

This is a long standing position, there are multiple Home Visitors, Early Head Start.

Department Head Comments

Department Head

Edward J. Manuszak II

06/23/2023

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Finance

SAP

01/16/2024

Human Resources Approval

- ☐ Approve
- ☒ Adjust, See Comments

Human Resources Comments

Change in FTE (0.5 to 1.0) No change in Grade or Step

Human Resources / Executive Admin Review

CD Harmon-Higgins

06/23/2023

Superintendent Comments

Superintendent

Naomi Norman

01/16/2024

Washtenaw ISD Position Change / Upgrade Form

The supervisor of the position should complete and sign this form if you are anticipating an upgrade /reclassification, title/duties change and/or a salary/market increase for the position. Please note that the final decision on classification of the subject position will be made by the Executive Cabinet and the Superintendent.

Change Recommended

Please select all that apply

- ☒ Position change
- ☐ Salary Level /Wage
- ☐ Location
- ☐ FTE
- ☐ Bargaining Unit
- ☒ Work days
- ☐ Account Split
- ☐ Other

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Vacant

Department

Community & School Partnerships

Current Account 1

11.1216.1440.000.2251.00000.0000

Current Account 1 Split

100

Current Account 2

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

DarNesha Green

Current Position Title

General Education Social Worker

Recommended Position Title

Same

Current Position Number

26.00.216.06

Recommended Position Number

26.00.216.06

Current Bargaining Unit

Unit II

Recommended Bargaining Unit

Unit II

Current Account 4 Split

Recommended Account 1

11.1216.1440.000.2252.00000.0000

Recommended Account 1 Split

100

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

NA

Recommended Pay Rate/ Salary Level

NA

Current FTE

1

Recommended FTE

1

Current Number of Work Days

185

Recommended Number of Work Days

205

Should the Current Position Remain?

- ☒ Remain
- ☐ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

TLC- Special Ed Department outside of DarNesha Green's current office.

Recommended Location

Worksite/Desk Location

Same

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

The request is only to change the number of days to be worked from 185 to 205. This would align the position with other CSP social workers working with young people.

Effective Date

Date new duties were assigned or changes made

10/01/2023

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

Currently working to fill three 1.0 FTE vacancies at 205 days. Changing the number of days for this position would align this role with the three vacancies.

Department Head Comments

Department Head

Holly Heaviland 09/26/2023

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

This was updated in NWS already.

Finance

SAP 01/16/2024

Human Resources Approval

- ☒ Approve
- ☐ Adjust, See Comments

Human Resources Comments

Human Resources / Executive Admin Review

CD Harmon-Higgins 09/27/2023

Superintendent Comments

Superintendent

Naomi Norman 01/16/2024

Washtenaw ISD Position Change / Upgrade Form

The supervisor of the position should complete and sign this form if you are anticipating an upgrade /reclassification, title/duties change and/or a salary/market increase for the position. Please note that the final decision on classification of the subject position will be made by the Executive Cabinet and the Superintendent.

Change Recommended

Please select all that apply

- ☒ Position change
- ☒ Salary Level /Wage
- ☐ Location
- ☐ FTE
- ☐ Bargaining Unit
- ☐ Work days
- ☐ Account Split
- ☐ Other

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Vacant (Aureonna Kirvan)

Department

Human Resources

Current Account 1

11.1283.1620.000.0000.00000.5600

Current Account 1 Split

12

Current Account 2

22.1283.1620.000.0000.00000.5600

Current Account 2 Split

88

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

Cassandra Harmon-Higgins

Current Position Title

Technician III - Human Resources

Recommended Position Title

Legal Assistant

Current Position Number

40.00.283.07

Recommended Position Number

40.00.283.07

Current Bargaining Unit

Non-Affiliated

Recommended Bargaining Unit

Non-Affiliated

Current Account 4 Split

Recommended Account 1

11.1283.1620.000.0000.00000.5600

Recommended Account 1 Split

12

Recommended Account 2

22.1283.1620.000.0000.00000.5600

Recommended Account 2 Split

88

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

N/A - didnt update with new OP/NA Scale since she was out of position

Recommended Pay Rate/ Salary Level

Grade 6

Current FTE

1

Recommended FTE

1

Current Number of Work Days

230

Recommended Number of Work Days

230

Should the Current Position Remain?

- ☒ Remain
- ☐ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

TLC/HR

Recommended Location

WOrksite/Desk Location

TLC/HR

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

Legal Department needs have increased due to increased number of employees and corresponding inquiries/issues; support staff with a legal background is needed in order to respond in a timely manner to the high volume of work.

Effective Date

Date new duties were assigned or changes made

03/01/2024

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

Department Head Comments

Department Head

CD Harmon-Higgins02/22/2024

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Finance

SAP03/01/2024

Human Resources Approval

- ☐ Approve
- ☒ Adjust, See Comments

Human Resources Comments

NA, Grade 7

Human Resources / Executive Admin Review

CD Harmon-Higgins02/23/2024

Superintendent Comments

Superintendent

Naomi Norman03/12/2024

**WASHTENAW INTERMEDIATE SCHOOL
DISTRICT POSITION DESCRIPTION**

Job Title: Legal Assistant
FTE: 1.0 (230 days/annual)
Department: Human Resources and Legal Services
Reports To: Executive Director, Human Resources and Legal Services
FLSA Status: Non-Exempt
Prepared By: Executive Director, Human Resources and Legal Services
Preparation Date: February 16, 2024
Approved By: Cassandra D. Harmon-Higgins Esq.
Executive Director, Human Resources and Legal Services
Approval Date: February 21, 2024

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary- spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The *Legal Assistant* provides skilled administrative support to the Human Resources and Legal Department in the following areas: legal correspondence, research, investigations, leaves/FMLA, ADA, contracts, and records request/management. Perform duties/responsibilities requiring knowledge of federal/state employment laws and regulations, as well as the District's collective bargaining agreements, board policies and administrative guidelines. The *Legal Assistant* stays current on the above-referenced areas, agreements, policies, and laws to assist with District compliance. The position requires initiative, confidentiality, superior organizational skills, time management and a demonstrated ability to communicate effectively and work collaboratively with a team.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequalities.
- Familiar with complex legislation (e.g. ADA, FMLA, FLSA, PERA, etc.).
- Familiar with WISD Non-Affiliated Manual and Collective Bargaining Agreements (e.g., Unit I CBA, Unit II CBA, and Unit III CBA), to draft correspondence and/or reply to employee inquiries.
- Maintains accurate HR records in compliance with state and federal guidelines and District policies.
- Familiar with WISD Board Policies/Administrative Guidelines; exercising discretion in disseminating information and explaining policies/procedures as directed.
- Conducts legal research of regulations/laws to assist with the preparation of legal advice/correspondence.
- Drafts, proofreads, and edits correspondence.
- Assists in preparing and proofing/editing, labor relations materials/documents including CBAs, LOAs and MOUs.
- Collects, organizes, and maintains documents/evidence, as needed, for District investigations.
- Maintains and processes confidential and sensitive information.
- Manages various leave requests and facilitates communication between employees, HR team members, and relevant Administrators.

- Responsible for handling subpoenas received by HR & Legal on behalf of the District.
- Develops/drafts/edits job descriptions.
- Creates new HR forms and internal processes as needed.
- Schedules and coordinates meetings.
- Assists in maintenance of attendance database.
- Manages special projects as assigned by the Executive Director of HR and Legal Services.
- Attends and participates in staff meetings, workshops, webinars, and conferences to increase professional knowledge.
- Provide training to support staff regarding internal HR procedures.
- Provides back-up assistance to HR Team and other support staff, as required.
- Provides back-up assistance to the WISD Fingerprinting office; complies with Michigan State Police rules/regulations.
- Maintains regular and predictable attendance.
- **OTHER RELEVANT DUTIES AS ASSIGNED.**

EDUCATION and/or EXPERIENCE:

- Associate's/Bachelor's degree in related field preferred.
- Minimum of five (5) years of legal secretarial or paralegal experience in a legal/educational setting required.
- Familiarity with relevant employment legislation (e.g. ADA, FMLA, FOIA, FLSA, PERA, etc.) and understanding of legal terminology and documents.
- Proficient in Microsoft Word and Excel.
- Knowledge of computer software and access and reporting to web-based information sites.
- Notary Public preferred.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

LANGUAGE SKILLS:

- Communicates clearly and concisely, both orally and in writing; fosters positive working relationships.
- Attention to detail and ability to edit documents to ensure error free communication.
- Ability to communicate and instruct others.
- Excellent telephone presence.
- Ability to develop, understand and follow detailed written procedures.

TECHNICAL SKILLS:

- Working knowledge of the Microsoft Office suite (Microsoft Word, Excel, and PowerPoint, e.g.) and Apple software and devices.
- Ability to use a personal computer (PC) in a networked environment to utilize the Internet and other electronic communication mechanisms such as email conferencing.
- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database) is required.
- Ability to multi-task and meet deadlines.
- Ability to organize, prioritize and work independently, as well as cooperatively with diverse groups.

REASONING ABILITY:

- Exhibit a high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.

- Ability to work under pressure.
- Ability to see the task through to a successful conclusion.
- Ability to perform job with little or no supervision.
- Ability to initiate and complete tasks independently.
- Demonstrated ability to begin and complete work assignments in a cooperative and efficient manner.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Demonstrated ability to solve practical problems and interpret a variety of instructions.
- Ability to perform assigned responsibilities in a manner consistent with excellent customer service.

INTERPERSONAL SKILLS:

- Possess excellent customer service and communication skills with a client-centered focus.
- Ability to build rapport with others and to serve diverse publics.
- Ability to take the initiative, work well with others as a collaborative team member and exhibit good communication skills.

MATHEMATICAL SKILLS:

- Demonstrated ability to be accurate in computations.
- Demonstrated ability to quickly learn and follow formulas/procedures.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to sit, use hands to finger, handle, or feel; reach with hands and arms; talk and hear. The employee frequently is required to stand and walk. The employee is occasionally required to kneel or crouch. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, color vision, and ability to adjust focus.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud, depending upon the activity in the particular part of the day. Occasionally the employee may be required to be outdoors for a short period of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment. This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary (dependent upon experience) \$66,977 - \$82,317.

Washtenaw Intermediate School District is a drug-free workplace.

Employees shall remain free of any alcohol or nonprescribed controlled substance in the workplace throughout his/her employment at the district.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and Federal regulations.

New Position Recommendation

Position Title:	Special Education Coordinator (2)
FTE:	2
# of Workdays/Year:	210
Salary:	Per Non-Affiliated Manual
Worksite:	Teaching & Learning Center
Bargaining Unit:	Non-Affiliated
Department:	Special Education

**Washtenaw Intermediate School District
Job Description**

Job Title: Special Education Coordinator – 210-Day
Department: Special Education Services
Reports To: Special Education Principal
FLSA Status: Exempt
Prepared By: Deborah Hester-Washington
Executive Director of Special Education
Prepared Date: October 25, 2023
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director of Human Resources and Legal Services
Approved Date: November 3, 2023

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Coordinator of Special Education position entails training, coaching, systems support, team collaboration. They will also implement systems of leadership, support, professional development, guidance and monitoring for special education and related service staff/supports assigned to schools and/or programs operated by Washtenaw ISD, LEAs, and PSAs in Washtenaw County.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Implement systems of training, coaching and support for educational staff who support students with disabilities, to ensure they are provided with research-based, specially designed instruction that meets the unique needs of all students.
- Knowledgeable about IDEA/MARSE rules and regulations to able to provide training, guidance, support, and monitoring for school personnel with compliance.
- Collaborate with Special Education teams with identifying, planning, organizing, designing, and implementing learning opportunities for instruction.
- Design, coordinate, and deliver professional development related to special education services and instruction to members of the educational team.
- Assist with determining training and professional development needs based on data collected by members of the special education team.
- Review data to assist with determining systems and best practice strategies.
- Assist Special Education Supervisors and Principals with the evaluation of special education staff.
- Partners with school personnel to ensure that activities of daily operations are conducted effectively and efficiently to support the education of students with disabilities.

- Build strong partnerships with school leaders, instructional personnel, and district personnel to build support for students with disabilities.
- Participates as a member of the School Leadership Team in the development and implementation of standard operating procedures across schools.
- Assist with conducting student observations for appropriate placements.
- Supports WISD vision and mission to enhance achievement for all students.
- Supports a team-based approach to designing, planning, and implementing coordinated education systems.
- Demonstrates excellent customer service.
- Maintains regular predictable attendance.
- OTHER RELATED DUTIES AS ASSIGNED

SUPERVISORY RESPONSIBILITIES

- N/A

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Master's Degree or higher preferred.
- Five (5) years or more of relevant experience in Special Education preferred.
- Must possess strong communication, interpersonal and organizational skills.
- Must be able to use technology efficiently and appropriately.
- Demonstrated ability to work effectively with both classroom teachers and administrators at all levels.
- Strong facilitation skills.
- Ability to build rapport with others and to serve diverse publics.
- Excellent customer service and a client-centered focus.
- Ability to write logically, clearly, and persuasively.
- Skills and desire to work in a collaborative team with others.
- Attention to detail and excellent follow-through required.

KNOWLEDGE, SKILLS AND ABILITIES:

- Ability to provide training, guidance, support, monitoring, and direct supervision for school and district personnel to assist schools in implementing special education and related services in compliance with the IDEA and related federal and state laws, rules, and regulations.
- Ability to effectively direct, plan, and implement plans for programs in a school-based environment.
- Thorough knowledge of Federal, State, and District laws, policies, procedures, and best practices regarding student discipline and instruction.
- Strong leadership and interpersonal skills with the ability to lead people and provide direction.
- Ability to interpret policy and procedures.
- Ability to communicate effectively with students, staff, and the public from diverse cultural, social, economic, and educational backgrounds.
- Ability to work collaboratively with colleagues and contribute to a diverse workplace through ideas and experience.
- Ability to organize, prioritize, and manage work assignments in an efficient manner and within established timeframes.

LANGUAGE SKILLS:

- Ability to read, analyze and interpret general educational periodicals, professional journals, or governmental regulation.
- Ability to write reports, business correspondence and procedural manuals.
- Ability to effectively present information and respond to questions from groups of administrators, parents the general public.

TECHNICAL SKILLS:

- Demonstrated proficiency in the use of a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communication mechanisms such as email conferencing.
- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) and other technology to support efficient and effective office operation is required.
- Ability to multi-task.
- Ability to meet timelines.
- Ability to organize, prioritize and work independently, as well as cooperatively with diverse groups.
- Ability to read and interpret technical procedures, governmental regulations, and forms.

REASONING ABILITY:

- Highly proficient in subject areas of reasoning, problem solving, organizational dynamics and emotional intelligence.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

INTERPERSONAL SKILLS:

- Ability to build rapport with others and to serve diverse publics.
- Ability to take the initiative, work well with others as a collaborative team member and exhibit good communication skills.
- Ability to work effectively and collaboratively with other departments, agencies, and individuals.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to speak or listen. While performing the duties of this job, the employee is regularly required to sit, walk, and stand. The employee may be occasionally required to bend and/or twist at the trunk. The employee is continuously repeating the same hand, arm, or finger motion many times while typing and writing. The employee must occasionally lift and/or move up to 50 pounds such as educational tools. Specific vision abilities required by this job include close vision, distant vision, and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity during a particular part of the day. Occasionally the employee may be required to be outdoors for a short period of time, and therefore, subject to varying weather conditions, for the purpose of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual Starting salary ranging (dependent upon experience) \$81,396 – 100,034.

Washtenaw Intermediate School District is a drug-free workplace.

The employee shall remain free of any alcohol or nonprescribed controlled substance in the workplace throughout his/her employment at the District.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, sex, age, color, national origin, religion or handicap in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and Federal regulations.

New Position Recommendation

Position Title:	Special Education Supervisor (2 Positions)
FTE:	1.0
# of Workdays/Year:	230
Salary:	Per the NA Manual
Worksite:	Teaching & Learning Center
Bargaining Unit:	Non-Affiliated
Department:	Special Education

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
DISTRICT POSITION DESCRIPTION**

Job Title: Supervisor, Special Education Services
FTE: 1.0 (230 days/annual)
Department: Special Education
Reports To: Executive Director of Special Education
FLSA Status: Exempt
Prepared By: Deborah Hester-Washington
Executive Director of Special Education
Prepared Date: November 21, 2023
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director, HR, and Legal Services
Approved Date: February 27, 2024

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Supervisor is responsible for leadership, program management, supervision, data management and analysis for programs and services for students. In addition, this position provides leadership in collaboration with respect to designing programs and services with local constituent districts.

ESSENTIAL DUTIES & RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Maintains positive professional relationships with students, staff, parents, administration, and community.
- Oversee, coordinate, and adhere to a vision for services and activities for special education staff.
- Provide supervision of multiple special education teams/groups and staff.
- Promotes and coordinates interagency collaboration and efforts involved in the support of students with disabilities within the county.
- Understands the IEPT process for all students.
- Keeps informed of all legal requirements governing special education and shares this information with district staff.
- Develops and provides budget recommendations and provides expenditure control on established budgets for WISD programs and services to the Executive Director of Special Education.
- Assists in the recruitment, selection, and recommendation for hiring of special education, related service, and support service staff.
- Participates as a member of the district administrative teams, including acting as a committee member of the Special Education Administration Meetings (SEAM).
- Prepares local, state, federal and WISD reports related to special education and submits appropriate reports to the Executive Director of Special Education.
- Represents the agency in public matters related to the education of students with disabilities.
- Demonstrates effective human relations and communication skills.

- Prepares and supervises the preparation of reports, records, lists, budget, and all other paperwork required or appropriate.
- Attends meetings and conferences as needed.
- Abides by all applicable rules, regulations, policies procedures and statutes (Federal and State).
- Performs other administrative duties as required by the Executive Director of Special Education
- Attends Board meetings as needed.
- Regular predictable attendance.
- **OTHER DUTIES MAY BE ASSIGNED.**

SUPERVISORY RESPONSIBILITIES

Supervises and evaluates the work of special education staff assigned to provide instruction, services, and support.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Master's degree in special education (or related field) AND approval in one area of Special Education **REQUIRED.**
- Full or temporary approval as a Michigan Supervisor of Special Education **REQUIRED.**
- Three (3) years of administrative and/ or managerial experience in Special Education **PREFERRED.**
- Three (3) years of teaching experience in the area of Special Education **REQUIRED.**
- Experience working with and understanding various types of disabilities.
- Demonstrated knowledge of local, state, and federal laws and regulations affecting Special Education.
- Professional maturity and elevated levels of discretion, integrity, and organizational skills.
- Demonstrated leadership and interpersonal skills.
- Demonstrated knowledge of current trends in Special Education and impact of the trends on the special education community.
- Demonstrated consultation, training, group facilitation and process skills required.
- Evidence of strong knowledge in curriculum development and behavior interventions and support.
- Effective verbal and written communication skills, including the ability to effectively work with staff, other agencies, and the general public.
- Ability to comprehend the dynamics and sensitivity of an organization's culture and the ability to solve related problems.
- A strong commitment to working cooperatively and collaboratively with local district and WISD personnel.

LANGUAGE SKILLS:

- Ability to read, analyze and interpret general educational periodicals, professional journals, or governmental regulation.
- Ability to draft reports, business correspondence and procedural manuals.
- Ability to effectively present information and respond to questions from groups of administrators, parents, and the general public.
- Ability to gather and disaggregate relevant data.

TECHNICAL SKILLS:

- Ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms, such as email conferencing.
- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) is required.

MATHEMATICAL SKILLS:

- Ability to maintain program and grant budgets.
- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

REASONING ABILITY:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, walk, and stand. The employee is occasionally required to bend and or twist at the trunk. The employee is continuously repeating the same hand, arm or finger motion many times. The employee is frequently required to talk or listen. The employee must occasionally lift and/or move up to fifty pounds such as books and teaching material. Specific vision abilities required by this job include close vision, distant vision, and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. Occasionally the employee may be required to be outdoors for a brief period of time, and therefore subject to varying weather conditions, for the purpose of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills, and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves all rights to change, modify, amend, add to, or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Salary, and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary starting (dependent upon experience) \$98,064 - \$120,519 (230-work days).

Washtenaw Intermediate School District is a drug-free workplace.

Employees shall remain free of any alcohol or nonprescribed controlled substance in the workplace throughout his/her employment at the district.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of

race, sex, age, color, national origin, religion or handicap in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and Federal regulations.

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Cassandra Harmon-Higgins, Esq. Executive Director of Human Resources

DATE: March 5, 2024

RE: Retirement Notification

Attached please find Mr. Lee O'Neal's retirement letter, effective December 31, 2024. Mr. O'Neal has been employed with the WISD since January 1, 2014, as a Teaching Assistant first at High Point and most recently at our Young Adult Red Oak Program.

The Administration recommends that the Board accepts Mr. O'Neal's letter of retirement. We wish him well in his future endeavors.

CC: Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent

Nicole Hubler

To: Brian Marcel
Subject: RE: Retire

From: Brian Marcel
Sent: Monday, March 4, 2024 4:10 PM
To: Lee O'Neal <loneal@washtenawisd.org>; Cassandra Harmon-Higgins <charmonhiggins@washtenawisd.org>
Subject: RE: Retire

Hi Lee,

Congratulations on your decision to retire! How exciting for you!

The most important thing is to make sure that you are in contact with the Michigan Office of Retirement Services. I included a link below with their contact information. They recommend filing for retirement with them on their forms at least 3 months before your retirement effective date.

<https://www.michigan.gov/orsschools/contact-ors>

Also, to be eligible for any payment of unused sick leave from WISD, you need to provide notice of your retirement, which you have now done.

HR will also pass this information on to Deborah Hester-Washington and Chandra Dumas for planning purposes.

Brian

From: Lee O'Neal <loneal@washtenawisd.org>
Sent: Monday, March 4, 2024 2:32 PM
To: Cassandra Harmon-Higgins <charmonhiggins@washtenawisd.org>; Brian Marcel <bmarcel@washtenawisd.org>
Subject: Retire

I go to retire 2024 and my last day be December, 31 2024. please let me know if and need to do something else.

Lee O' Neal jr.



Washtenaw ISD

A REGIONAL EDUCATIONAL SERVICE AGENCY

TO: Ms. Naomi Norman, Superintendent; WISD Board of Education

FROM: Deborah Hester-Washington, Executive Director of Special Education *dyw*

DATE: March 12, 2024

RE: New Parent Advisory Committee representative for Saline Area Schools

Per the attached Board of Education minutes, Saline Area Schools recommends the appointment of Tara Hayes, a parent, to the WISD Parent Advisory Committee (PAC).

I request that the WISD Board of Education act on this nomination and consider her appointment to the PAC. Upon approval, the term of office for Tara would run through July 31, 2025.

Thank you for your consideration in this recommendation.

Board of Education Meeting

Liberty School Board Room

February 13, 2024, at 6:30 PM



MINUTES

Mission

We, the Saline Area Schools, will equip all students with the knowledge, technological proficiency, and personal skills necessary to succeed in an increasingly complex society. We expect that our students, staff, and the Saline Community will share in these responsibilities.

OPENING

1. CALL TO ORDER

The Board of Education Meeting of February 13, 2024 was called to order by President Michael McVey at 6:30 pm.

Board Members Present: Tim Austin, Susan Estep, Brad Gerbe, Lauren Gold, Michael McVey, Jennifer Miller and Jennifer Steben

Central Administration Present: Superintendent Laatsch, Assistant Superintendent Owsley, Executive Directors Clary, Davis & Martin

2. PLEDGE OF ALLEGIANCE

Following the Pledge, President McVey invited Ron Beaton to the podium.

Ron Beaton of Hot Rods Motorcycle Awareness & Suicide Prevention Foundation made a presentation to the Board regarding "Buddy" benches they wish to donate to our district. So far 11 benches have been donated to school districts throughout Michigan. The benches offer a place for students who are feeling lonely and isolated to sit. Peers are encouraged to interact with someone sitting on the bench. Each bench is engraved with the suicide and crisis lifeline number (988) and the message "You Are NOT Alone". Buddy Benches are made of reusable plastic and are produced by OCC Outdoors in Indianapolis, Ind.

The Board will consider this offer and will be discussed at an upcoming meeting.

3. **SUPERINTENDENT'S RECOGNITION**

- *SHS Men's Soccer*

4. **PUBLIC COMMENT**

STUDENTS - None

OTHER PUBLIC STAKEHOLDERS

Changming Fan, Community Member

EXTENDED PUBLIC COMMENT

*Harvest Points of Pride
Emily Sickler, Principal*

5. **RESPONSE TO PREVIOUS PUBLIC COMMENT**

AGENDA

6. **REVISIONS/APPROVAL OF AGENDA**

MOTION made by Secretary Miller, support Trustee Estep **move to approve the agenda as revised.**

Revisions: Under Action Item B. remove "Michael McVey" and replace it with "(name)".
Under Scheduled Report add B. Finance Committee Report

Ayes - All Present - **MOTION CARRIED 7-0**

7. **STUDENT SHOWCASE**

Young Adult Program - Community Employment Highlights

Presenters: Kevin Musson, Monica Ellis, Nu2 Again Staff, YAP Staff and Students

Student Showcase highlighted the Community employment partnerships that have been supporting our Young Adult Program and students for many years. Among these are Saline Area Social Services, NU2U Again, CVS, Tractor Supply, Yost Arena, Brookside Golf Course, Saline Rec Center, and Saline Area schools. Students can choose placement based on their strengths and desires and can also rotate through several to determine what suits them best. In addition YAP students are also employed in the district. This has included custodial, food service and Community Education summer programming. Community Partner NU2U Again spoke about the benefits of the students working there as well as the benefit to the consumer. Several of the YAP students spoke through video recording about their work experiences and the benefits from their employment. Also talked about the importance of MRS

(Michigan Rehabilitation Services) in helping provide job coaching and skill building to our students as they prepare to leave the YAP into the workforce.

8. **ACTION ITEMS**

- A. **MOTION** made by Vice President Steben, support Trustee Austin to accept the recommendation of Interim Special Education Director, Kevin Musson, to appoint Tara Hayes to fulfill the term originally held by Ann Babcock, as the Saline Area Schools representative for the WISD Parent Advisory Council.

Ayes - All Present - **MOTION CARRIED 7-0**

- B. **MOTION** made by Vice President Steben, support Treasurer Gerbe to cast our 1 collective vote for the Region 7 MASB Board of Directors for (name) Michael McVey. This is a 3-year term. The completed ballot will be cast and confirmed by the Superintendent's secretary by no later than 1 p.m. on Wednesday, March 6, 2024.

Ayes - All Present - **MOTION CARRIED 7-0**

- C. **MOTION** made by Treasurer Gerbe, support Trustee Austin to approve \$35,798 to Techno CNC System LLC, \$85,680 to Jim Lofts & Associates, and \$88,332 to Heidelberg USA for the purchase of CTE equipment as recommended by Kara Stemmer, Director of the South and West Washtenaw Consortium

Ayes - All Present - **MOTION CARRIED 7-0**

- D. **MOTION** made by Vice President Steben, support Trustee Estep to accept the recommendation by Director of Technology Jay Grossman to award Turnkey Network Solutions the project to install fiber optic cables to provide network connectivity to the new Hornet Operations Center in the amount of \$70,263.00.

Ayes - All Present - **MOTION CARRIED 7-0**

- E. **MOTION** made by Vice President Steben, support Treasurer Gerbe to accept the recommendation of Director of Technology Jay Grossman to award payment of \$1,144,870.77 to Barton Malow for the oversight and payment of the projects listed below:

\$488,356.00 - Classroom A/V: Replacement/adjustment of projectors, audio systems, add wireless display capabilities (Screenbeam).

\$135,742.72 - Replacement of cabling for display to projectors.

\$155,916.86 - Access Control systems for STEAM/Robotics, Weight Room, Operations Center - Install and program door access control systems for identified doors in the construction of STEAM/Robotics, Weight Room and Operations Center.

\$310,337.53 - A/V for STEAM/Robotics, Weight Room, Operations Center to include network cabling, sound systems, video display systems, wireless access points

\$54,517.55 - 5% Contingency

Ayes - All Present - **MOTION CARRIED 7-0**

- F. **MOTION** made by Trustee Austin, support by Secretary Miller **to approve the recommendation from Clark Construction to enter into contracts with the Trade Contractors as outlined in the attached memo in the amount of \$13,427,161.00 and \$50,000 for Architect/Permit Fees to Kingscott Architects as submitted by Rex Clary, Executive Director of Operations.**

Ayes - All Present - **MOTION CARRIED 7-0**

- G. **MOTION** made by Treasurer Gerbe, support Trustee Estep **made by to accept the recommendation of Lecole Planners to approve the Project Contingency Allocation to the Operations Center as submitted by Rex Clary, Executive Director of Operations. The contingency request is \$1,600,000.00.**

Ayes - All Present - **MOTION CARRIED 7-0**

9. **SCHEDULED REPORTS**

A. **Safety and Security Update**

Presenters: Rex Clary, Jay Grossman, Jackie Martin

Presented updates regarding the Safety and Security efforts in the district. This included a review of the various teams that meet, such as Internal Safety and Security, Interdisciplinary team, Administrative team, building level, families and visitors. It takes the cooperation of all these groups at all levels. We appreciate the patience of our visitors and families as we implemented a new entrance system into all our buildings. There will be a new "command center" at the new Operations Center for video and access controls. We also rely on Medical Emergency Response Teams and Student Behavior Response Teams. Much of this training is provided by our District Nurse Karan Hervey and her team. Also an important part of this effort is the Informacast system which is now operable in all 7 bldgs. We have 540 cameras which primarily are used to review footage after an event has occurred. This could be property damage, student altercations, loss of district property, location of students that elope from classrooms. There is grant funding available to enhance safety & security. Through the 907c grants we are looking at getting proposals for additional enhancements. Another part of safety and security is the training piece. There are regular drills in all buildings including fire/evacuation, lockdown, several weather and medical/cardiac emergencies. Staff training is available through our District Nurse as well as through partnerships with outside Safety and Security consultants, and district-wide professional development. Rex Clary, Jay Grossman and Jackie Martin will be attending the Michigan School Safety Academy in March.

B. **Finance Committee Update**

Brad Gerbe, Chair

Overview of the finance committee meeting that met prior to the Board Meeting. This is a brand new committee starting January. Assistant Superintendent Owsley presented an overview of the SAS Finance structure. We are a \$77M business. This is made up of a lot of different funds. The proposed funding increase for 24/25 is \$241 per student. Governor Whitmer is committed to Early Childhood access for all 4 year olds, also the possibility of 2 years of free Community College to HS graduates, free breakfast and lunch program continues. The budget is always a work in progress but looks promising from the state.

Wednesday, February 14 is Spring Count Day. We are in line and on track with our budget numbers. A budget amendment will be coming either in March or April. School of Choice will come to the full board for a discussion on February 27th with action hoping to be taken on March 12th.

The District Strategic Council is still working on cutting \$1M from the budget for the next 3 years. The Bond projects are moving according to plan. Lots of exciting things are happening and after Spring Break we will see a lot of work happening at the HS with the STEAM/Weight Center projects beginning.

10. **ADMINISTRATION / BOARD UPDATES**

Superintendent Laatsch: Spoke in support of our school community coming together to support the recent tragedy experienced by the Dorr Family. A fire recently destroyed their home. So grateful for the generosity of our families in supporting them. Highlighted the EMUiNVENT Team which includes 2 Saline High School students. Their project has identified that community-dwelling persons aged 60 and above may not be able to move or change positions without assistance. Will be visiting local senior living facilities as they begin work on the design phase of this project.

Student Representative Clark and Iadipaolo: There were lots of great Valentine's events going on at the HS. Winter sports are coming to an end. Shoutout to FFA and their recent competition.

Trustee Gold: Acknowledgement for Black History Month. Congratulations to the Ethics Team for their recent state award. So many great things are going on with our students, it's hard to keep up which is a good thing.

Trustee Estep: WM Kids Heart Challenge, "Finn's Mission" which is an American Heart Challenge service-learning program and teaches life saving skills to students. SMS Pals Club went bowling at Station 300. Thankful for the recently passed Gun Safety & Gun Safe Storage resolution. Wishing everyone a Happy Chinese New Year and Black History Month.

Vice President Steben: Acknowledges Black History Month. Recently attended the monthly FSAS Meeting and looking forward to the upcoming March 9th fundraiser "Blue Jeans & Bling" event at the Sheraton. Encourages participation from fellow Board Members. Also congratulations to the Ethics Team, Swim & Dive, and Cheer. Lots of great moments for our athletic teams. Very proud to observe our student athletes when they travel outside the district.

Secretary Miller: Reminder that you can donate to FSAS through their silent auction even if you're not able to be in attendance. Really enjoy the Superintendent's Recognition. Thank you to the Athletic department for honoring our athletes with National Signing Day opportunities throughout the school year. Musicians competing at MSBOA Solo & Ensembles. The Connecting Club made a recent presentation to the Freshman class about the rewarding benefits of participating in a class like "Connecting"..

Treasurer Gerbe: Thank you for the Superintendent's Recognition portion. Grateful to the FSAS for bringing Julie Lythcott-Haims to present in the district on February 1, 2024. It was a very inspiring message to parents.

Trustee Austin: Shoutout to all the great things going on in Athletics, especially grateful to see the resurgence of the Pep Band at some athletic events. Thank you to Nate Lampman.

President **McVey:** Michigan's Right to Work Act, will take effect on Feb. 13, 2024 . Policy Committee will be looking at Neola updates to several PERA policies soon. Thank you to the Grievance committee which has been activated due to a recent grievance. Will be participating in the upcoming Polar Plunge to support Special Olympics.

11. **CONSENT AGENDA**

Trustee Estep requested that **A. Approval** of the Board of Education Meeting Minutes be considered separately. She requested an addition to the minutes under her comments during Administration/Board Updates to read "I'm disappointed I was not appointed to the Policy committee this year. I proudly served on the Policy Committee for five years, and served as Chair for two years." Minutes of January 30, 2024 will be corrected by Recording Secretary, Betty Jahnke, prior to posting.

MOTION made by Secretary Miller, Trustee Gerbe **to authorize the Consent Agenda as amended.**

Ayes - All Present - **MOTION CARRIED 7-0**

- A. **Approval** of the Board of Education Meeting Minutes of January 30, 2024
- B. **Approval of Payment** of the General Fund Accounts Payable of February 13, 2024, in the amount of \$2,983,606.01
- C. **Approval of Payment** of Bond Fund Series III Accounts Payable of February 13, 2024, in the amount of \$20,960.00
- D. **Approval of Payment** of 2023 Bond Fund Series I Accounts Payable of February 13, 2024, in the amount of \$1,045,636.39
- E. **Receive and File** Human Resources Report

CLOSING

12. **ITEMS SCHEDULED ON NEXT AGENDA**

Athletic Department Update
School of Choice Discussion
Closed Session (Collective Bargaining)

13. **PUBLIC COMMENT**

STUDENTS - None

OTHER PUBLIC STAKEHOLDERS

Changming Fan, Community Member

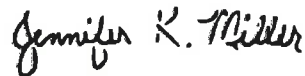
14. **NEXT MEETING**

The next Board of Education Meeting will be held on February 27, 2024, at 6:30 PM.

15. **ADJOURNMENT**

RECOMMENDED MOTION ... to adjourn the Regular Board of Education Meeting of February 13, 2024, at 9 PM.

Respectfully submitted,



Jennifer K. Miller
Board Secretary

Recording Secretary, Betty Jahnke

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Tanner Rowe, Director of Operations

DATE: February 23, 2024

SUBJECT: Chappelle Lease Renewal

The administration recommends that the WISD Board of Education authorize the administration to execute the lease renewal with Ypsilanti Community Schools for Rooms 120 and 128 at Chappelle Business Center, 111 S. Wallace Blvd., Ypsilanti, MI 48197 for a cost not to exceed \$20,924.

Our Early Childhood department is currently leasing space at the Chappelle Business Center which is owned and operated by Ypsilanti Community Schools. Currently the Early Childhood team occupies classrooms 120 and 128 for a total of 1,718 square feet of space. These spaces are utilized for Early On, Early Intervention and Early Head Start (EHS) services which provide space for Ypsilanti and Lincoln infants, toddlers, and families. It is located in a convenient setting, with ample free parking making it a great space to serve the families in this area.

The lease renewal is for a one (1) year period commencing July 1, 2024 and running through June 30, 2025. The annual lease amount is \$20,924. Base rent is \$1,432 per month, utilities are prorated at \$312, which brings the total monthly amount to \$1,744, equivalent to \$12.18 per square foot. Funding for these spaces will be through Early On federal funding and Early Head Start funding.

Expense Escalation Lease, Multitenant Building

This Lease is made between Landlord and Tenant, who agree as follows:

1. Basic Definitions. The following defined terms will be used throughout this Lease:

- a. Lease Date means 7/1/2024.
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice Address is 1885 Packard Road, Ypsilanti, MI 48197.
- d. Tenant means WISD.
- e. Tenant Notice Address is. 1819 S Wagner Rd, Ann Arbor, MI 48103.
- f. Premises means Room 120 at Chapelle Business Center, attached as Exhibit 1.
- g. Building means Chapelle Business Center, located at 111 S. Wallace, Ypsilanti MI 48197
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means approximately 859 rentable square feet, which does not include an allocated percentage of the common areas.
- j. Term means 1 year Lease.
- k. Lease Year means the period beginning on 7/1/2024, and ending on 6/30/2025.
- l. Commencement Date means 7/1/1024.
- m. Expiration Date means 6/30/2025.
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$9,449.
- p. Monthly Installment of Base Rent means \$788. Monthly installment of calculated utilities = \$156 per month. Total rent plus utilities per month is \$944.

q. Additional Rent means the reimbursement of all expenses paid or incurred by Landlord in connection with the leased space identified on Exhibit 1, including the following:

q1. Maintenance Expenses (e.g. HVAC units, doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, and required fire and other inspections.)

q2. Utilities (3.9% of the average of electric, gas, sewer and water costs, i.e. \$1863 annually or \$156 monthly).

q3. Replacement of the roof, boiler and chiller will be Landlord's responsibility. Additionally, if a leak causes the need for any other repairs to the building, Landlord will assume the expense of repair. Landlord's liability will not extend to Tenant's contents, which should be separately insured by Tenant. The parking lot will be repaired at Landlord's discretion and will be Landlord's sole responsibility.

and all other charges that may become due under the terms of this Lease.

r. Proportionate Share means 3.9%.

s. Base Year means 7/1/2024- 6/30/2025.

t. Operating Expenses means all expenses of every kind paid or incurred by Landlord in connection with the Property. Unless stated otherwise in this agreement.

u. Security Deposit means \$0.

v. Designated Use means WISD.

w. Applicable Laws means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority.

2. **Premises.** Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with the condition of the Premises and the Property. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date. If Landlord fails to deliver possession tenant may terminate the lease.

Landlord reserves the right to make alterations or additions to the Property, to demolish or build improvements on the Property, and to change the name of the Building, in its sole discretion without the consent of Tenant.

3. **Term.** The Term means 1 Lease Year. The term commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.

4. **Annual Base Rent.** Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. Tenant will pay the Annual Base Rent by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates in writing. Any Rent that is not received within 30 days after its due date will bear simple interest at 10%. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.

5. **Maintenance Expenses.** Tenant will pay as Additional Rent its Proportionate Share of any Maintenance Expenses, i.e. 3.9% of maintenance expenses for HVAC equipment that services the Premises and 100% of maintenance expenses for repairs to the Premises. Cost for repairs will be due net 30 days after invoice. HVAC equipment does not include boiler or chiller replacement, but would include maintenance to those systems.

6. **Liens.** Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws. Landlord and Tenant will negotiate and define any substantial structural alterations prior to undertaking such changes. Any alterations to the Premises must comply with the Americans with Disabilities Act of 1990.

Tenant must keep the Premises free of construction or other liens. Tenant will hold Landlord harmless against any liens placed against the Premises, except those attributable to the acts of Landlord. If a lien is filed against the Premises as the result of any action undertaken by Tenant, Tenant must discharge the lien within 60 days after receiving notice of the lien. If Tenant fails to discharge the lien, Landlord may procure a discharge at Tenant's expense, which Tenant must pay immediately on a demand from Landlord.

7. **Hours of Occupancy.** Tenant shall be entitled to occupy the Premises between the hours of 5 A.M. and 10 P.M., Monday[day of week] through Sunday[day of week]. In the event Tenant wishes to occupy the Premises at other times, it shall notify Landlord in writing of its requested additional occupancy, setting forth the requested date(s) and inclusive times, no less than five (5) business days before the proposed occupancy. Tenant agrees to reimburse Landlord in full for Landlord's actual incremental custodial and other costs associated with making the Premises available to Tenant during such additional occupancy periods.

8. **Services.** Landlord will furnish heat and air-conditioning during normal business hours (Regular occupied hours are 6:00 a.m. to 5:00 p.m., Monday through Sunday.

Occupied heating setpoint is 70 degrees, occupied cooling is 72 degrees. Unoccupied heating is 60 degrees and unoccupied cooling is 80 degrees. All temps are plus or minus 2 degrees. Tenants Services will require tenants to schedule HVAC outside of regular occupied hours, if HVAC is required. Tenants requesting HVAC services, outside of regular occupied hours, will not be charged during this lease); electricity; water for ordinary lavatory purposes; and use in common of the Building's common areas, rest rooms, and similar facilities. Landlord will also perform the janitorial services in all common areas. Tenant's leased area should be kept clean by tenant.

No sign may be erected by Tenant on the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws and ordinances, and must be approved by Landlord. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this paragraph in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Premises or the maintenance thereof. Any service the Landlord is required to furnish may be furnished by Landlord's managing agent or by one or more independent contractors.

Landlord is not liable for interruption in Utilities caused by riots, strikes, labor disputes, wars, terrorist acts, accidents, or any other cause beyond the control of Landlord. Landlord may interrupt Utilities to make repairs or improvements. Interruption in Utilities does not constitute an act of eviction; nor does any interruption in Utilities release Tenant from any obligation under this Lease, including the payment of Rent.

9. Holding Over. If Tenant remains in possession of the Premises after the Expiration Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be one-hundred twenty-five percent of the Monthly Installment of Base Rent payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term. If Tenant holds over after the expiration of the Term without Landlord's consent, Tenant is liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include (a) the reasonable rental value of the Premises; (b) any damages arising from the loss of any sale, lease, or refinancing of the Premises; (c) any lost profits incurred by Landlord; and (d) any treble, double, or statutory damages allowed under the Applicable Laws.

10. Quiet Enjoyment. Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Landlord shall have the right from time to time, upon 24 hours prior notice to Tenant, to inspect the Premises to confirm Tenant's compliance with this Lease. Landlord's inspection shall in no way disrupt or interfere with Tenant's school operation. Tenant must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants.

11. Use of the Premises. The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its reasonable discretion.

12. Indemnification. Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct.

13. Limitations on Landlord's liability. The Landlord, as defined in this Lease, includes successors in interest. The term is intended to refer to the owner of the Premises at the time in question. If the Premises are sold, the new owner will automatically be substituted as the Landlord.

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Premises or any part of the structures or improvements on the Premises for any loss or damage resulting to Tenant or its property from theft or a failure of the security systems, if any, in the Premises or structures containing the Premises, or for any damage or loss of property within the Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Premises or result in an abatement of rents.

If Landlord fails to perform this Lease and as a result Tenant recovers a money judgment against Landlord, the judgment will be satisfied out of the execution and sale of Landlord's interest in the Property or by garnishment against the rents or other income from the Property. Landlord is not liable for any deficiency. This section constitutes Tenant's sole and exclusive remedy for breach.

Conditioned solely on the sale of the Property, Tenant agrees to the following release in favor of its then former landlord. Effective on the first anniversary of the date on which Tenant is given notice of the sale, Tenant releases its former landlord from all claims except those expressly preserved in this section. This release is intended to be broadly construed for the benefit of the former landlord and includes (a) all claims regarding the performance of this Lease; (b) all claims for bodily injury or property damage relating to the Premises; and (c) all claims in any other way relating to the Lease, the Premises, or the landlord-tenant relationship. However, this release does not extend to any claim filed in a court of appropriate jurisdiction within one year of the date of sale or to any claim for bodily injury or property damage resulting from the former landlord's gross negligence or intentional misconduct.

14. Insurance. Tenant, at Tenant's sole expense, agrees to maintain in force, with a company or companies acceptable to Landlord, during the term of this Lease: (a) Commercial General Liability Insurance on a primary basis covering the Premises on an occurrence basis against all claims for personal injury, bodily injury, death and property damage, including contractual liability covering the indemnification provision in this Lease. Such insurance shall, at a minimum, be maintained in an amount of \$1,000,000.00 per occurrence and an additional \$3,000,000.00 in umbrella coverage for the above claims; (b) Workers' Compensation and Employers' Liability Insurance for an amount of not less than \$500,000.00, both in accordance with the State of Michigan; and (c) In the event a motor vehicle is to be used by Tenant in connection with its business operation from the Premises, Comprehensive Automobile Liability Insurance coverage with limits of not less than \$1,000,000.00 combined single limit coverage against bodily injury and liability arising out of the use by or on behalf of Tenant, its agents and employees in connection with this Lease, of any owned, non-owned or hired motor vehicles.

Each Policy referred to above shall satisfy the following requirements. Each policy shall (i) name Landlord as an additional insured (except Workers' Compensation and Employers' Liability Insurance), (ii) be issued by one or more reasonable insurance companies licensed to do business in the State of Michigan reasonably satisfactory to Landlord, (iii) where applicable, provide for deductible amounts satisfactory to Landlord, (iv) shall provide that such insurance may not be cancelled or amended without 30 days' prior written notice to Landlord, and (v) shall provide that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies. Tenant shall deliver to Landlord certificates of insurance and at Landlord's request, copies of all policies and renewals thereof to be maintained by Tenant hereunder, not less than 10 days prior to the commencement of this Lease and not less than 10 days prior to the expiration date of each policy.

15. Fire or Other Casualty. Tenant must give Landlord notice of fire or other casualty on the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including

telephone, pager, fax, and e-mail, to inform Landlord of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant. The notice of termination must be given within 30 days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within 30 days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Rent accruing after the surrender date. If Landlord does not exercise this option within the designated period, Landlord must diligently proceed to repair and restore the Premises to its condition before the casualty.

16. Assignment and Subletting. Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.

17. Subordination and Estoppel Certificates. At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

In the event of foreclosure or any conveyance by deed in lieu of foreclosure, Tenant must attorn to Landlord's successor in interest, provided that the successor agrees in writing to recognize Tenant's rights under this Lease. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to Landlord's successor in interest, attorning to the successor in interest and recognizing it as Landlord under this Lease.

Within 30 days after a demand by Landlord, Tenant must execute and deliver to Landlord an estoppel certificate, in a form acceptable to Landlord, certifying

- a. the Commencement Date;
- b. the Expiration Date;
- c. that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications;
- d. that the Lease is not in default, or a list of any defaults;

- e. that Tenant does not claim any rights of setoff, or a list of rights of setoff;
- f. the amount of Rent due as of the date of the certificate, or the date to which the Rent has been paid in advance;
- g. the amount of any Security Deposit; and
- h. other matters reasonably requested by Landlord.

Landlord and any prospective purchaser of the Premises may rely on this certificate. It is within the contemplation of the parties that Tenant's failure to provide the estoppel certificate could result in the loss of a prospective sale or loan and that Tenant is liable for all damages resulting from such a loss.

18. Security Deposit. Within 1 day of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 60 days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within 30 days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord. If Landlord uses the Security Deposit, within 60 days after a demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit will be returned to Tenant, without interest, within 30 days after Tenant's surrender of the Premises in accord with this Lease.

19. Remedies. If any Rent payable by Tenant to Landlord remains unpaid for more than 5 days after the date when rent is due, or if Tenant violates or defaults in the performance of any of its non-monetary obligations in this Lease and the non-monetary violation or default continues for a period of 10 days after written notice (unless the default involves a hazardous condition, which shall be cured forthwith, or unless the failure to perform is a default for which this Lease specifies there is no cure or grace period), then Landlord may (but will not be required to) declare this Lease forfeited and the term ended, or re-enter the Premises, or may exercise all other remedies available under Michigan law. Landlord will not be liable for damages to any persons or property by reason of any legitimate re-entry or forfeiture, and Landlord will be aided and assisted by Tenant, its agents, representatives and employees. Tenant, by the execution of this Lease, waives notice of re-entry by Landlord. In the event of re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the Rent provided herein will not be relinquished

or extinguished for the balance of the term, and any Rent prepaid may be retained by Landlord and applied against the costs of re-entry, or as liquidated damages, or both. Tenant will pay, in addition to the Rent, and other sums agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action instituted by involving Landlord to enforce the provisions of, or the collection of the Rent due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code.

If Tenant is adjudged bankrupt or insolvent, files or consents to the filing of a petition in bankruptcy under Federal or State law, applies for or consents to the appointment of a receiver for all or substantially all of its assets, makes a general assignment for the benefit of its creditors, fails generally to pay its debts or does anything which, under the applicable provisions of the Federal Bankruptcy Code would permit a petition to be filed by or against Tenant, then Tenant shall be in default under this Lease and to the extent from time to time permitted by applicable law, including but not limited to the Federal Bankruptcy Code, Landlord shall be entitled to exercise all remedies set forth in the preceding paragraph. In a reorganization under Chapter 11 of the Federal Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within 60 days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Lease. Tenant acknowledges that its selection to be a tenant of the Building was premised in material part on Landlord's determination of Tenant's creditworthiness and ability to perform the economic terms of this Lease, and Landlord's further determination that Tenant and the character of its occupancy and use of the Premises would be compatible with the nature of the Building and other tenants thereof. Therefore, if Tenant, as debtor, or its trustee elects to assume or assign this Lease, in addition to complying with all other requirements for assumption or assignment under the Federal Bankruptcy Code, then Tenant, as debtor, or its trustee or assignee, as the case may be, must also provide adequate assurance of future performance, including but not limited to a deposit, the amount of which shall be reasonably determined based on the duration of time remaining in the term, the physical condition of the Premises at the time the proceeding was filed, and such damages as may be reasonably anticipated after reinstatement of the Lease, taking into account rental market conditions at the time of the reinstatement. In the event of an assignment, Landlord must be reasonably assured that the financial condition of the assignee is sound, and that its use of the Premises will be compatible with the Building and its other tenants.

In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-lease the Premises or any portion(s) thereof for a term or terms and at a rent which may be less than or exceed the balance of the term of and the Rent reserved under this Lease. In such event Tenant shall pay to Landlord as liquidated damages for Tenant's default any deficiency between the total Rent reserved and the net amount, if any, of the rents collected on account of the lease or leases of the Premises which otherwise would have constituted the balance of the term of this Lease. In computing such liquidated damages, there will be added to the deficiency any expenses for which Landlord may incur in connection with re-leasing the Premises, such as legal

expenses, attorneys' fees, brokerage fees and expenses, advertising and for keeping the Premises in good order or for preparing the Premises for re-leasing. Any such liquidated damages will be paid in monthly installments by Tenant on the day rent is due and any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to any deficiency between the total Rent reserved hereunder and the fair and reasonable rental of the Premises.

Whether or not forfeiture has been declared, Landlord will not be responsible in any way for failure to release the Premises or, in the event that the Premises are re-leased, for failure to collect the rent under such re-leasing. The failure of Landlord to re-lease all or any part of the Premises will not release or affect Tenant's Liability for Rent or damages.

20. Condition on Expiration. On Expiration, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant will surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Tenant's expense. Tenant will reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. Tenant will remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant.

21. Communications. All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; or (c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing or emailed to tenant. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

22. Construction and Interpretation. This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arm's length and carefully reviewed by both parties. This Lease is not to be construed against Landlord.

The use of the word *may* in describing the right of a party means that the party has the discretion, but not the obligation, to exercise that right. Furthermore, the exercise

of the right is not an election of remedies or a waiver of any other right or claim. The use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises, or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy. Tenant acknowledges that the Annual Base Rent is a liquidated claim. Tenant waives any requirement that Landlord tender back funds as a condition to bringing an action to collect unpaid Annual Base Rent. No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act. Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Landlord.

Notwithstanding anything to the contrary, Tenant's obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension. Notwithstanding anything to the contrary, Landlord has no obligation to mitigate any claim for Rent.

Time is of the essence with respect to both the definition of a Material Breach and the exercise of options, if any, within the Lease.

If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

23. **Arbitration.** Except for any claim arising out of or relating to Tenant's default in the payment of rent, Landlord and Tenant agree to submit any and all other claims, controversies and disputes between Tenant and Landlord arising out of or relating to the Premises, this Lease, or Tenant's and Landlord's performances due hereunder, to arbitration pursuant to the Michigan Uniform Arbitration Act ("UAA"), MCL 691.1681 *et seq.* Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

24. **Waiver of Jury Trial.** As a material inducement to Landlord to enter into this Lease, except for claims required to be settled by arbitration pursuant to this Lease, Tenant hereby waives its right to a trial by jury of any claims arising out of or relating to its obligations under this Lease or its occupancy of the Premises. Tenant acknowledges that it has read and understood the foregoing provision.

25. **Authorized and binding.** Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns.

LANDLORD

By

Its

Dated:

TENANT

By

Its

Dated:

Expense Escalation Lease, Multitenant Building

This Lease is made between Landlord and Tenant, who agree as follows:

1. Basic Definitions. The following defined terms will be used throughout this Lease:

- a. Lease Date means 7/1/2024.
- b. Landlord means Ypsilanti Community Schools (YCS) or its successors in interest.
- c. Landlord Notice Address is 1885 Packard Road, Ypsilanti, MI 48197.
- d. Tenant means WISD.
- e. Tenant Notice Address is. 1819 S Wagner Rd, Ann Arbor, MI 48103.
- f. Premises means Room 128 at Chapelle Business Center, attached as Exhibit 1.
- g. Building means Chapelle Business Center, located at 111 S. Wallace, Ypsilanti MI 48197
- h. Property means the Premises, the Building, and all related land.
- i. Rentable Floor Area of Premises means approximately 859 rentable square feet, which does not include an allocated percentage of the common areas.
- j. Term means 1 year Lease.
- k. Lease Year means the period beginning on 7/1/2024, and ending on 6/30/2025.
- l. Commencement Date means 7/1/1024.
- m. Expiration Date means 6/30/2025.
- n. Rent means Annual Base Rent and Additional Rent.
- o. Annual Base Rent means \$7,731.
- p. Monthly Installment of Base Rent means \$645. Monthly installment of calculated utilities = \$156 per month. Total rent plus utilities per month is \$801.

q. Additional Rent means the reimbursement of all expenses paid or incurred by Landlord in connection with the leased space identified on Exhibit 1, including the following:

q1. Maintenance Expenses (e.g. HVAC units, doors, windows, walls, electrical switches and outlets, light fixtures, bulbs, and required fire and other inspections.)

q2. Utilities (3.9% of the average of electric, gas, sewer and water costs, i.e. \$1863 annually or \$156 monthly).

q3. Replacement of the roof, boiler and chiller will be Landlord's responsibility. Additionally, if a leak causes the need for any other repairs to the building, Landlord will assume the expense of repair. Landlord's liability will not extend to Tenant's contents, which should be separately insured by Tenant. The parking lot will be repaired at Landlord's discretion and will be Landlord's sole responsibility.

and all other charges that may become due under the terms of this Lease.

r. Proportionate Share means 3.9%.

s. Base Year means 7/1/2024- 6/30/2025.

t. Operating Expenses means all expenses of every kind paid or incurred by Landlord in connection with the Property. Unless stated otherwise in this agreement.

u. Security Deposit means \$0.

v. Designated Use means WISD.

w. Applicable Laws means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority.

2. **Premises.** Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with the condition of the Premises and the Property. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date. If Landlord fails to deliver possession tenant may terminate the lease.

Landlord reserves the right to make alterations or additions to the Property, to demolish or build improvements on the Property, and to change the name of the Building, in its sole discretion without the consent of Tenant.

3. **Term.** The Term means 1 Lease Year. The term commences on the Commencement Date and expires on the Expiration Date, unless otherwise terminated or extended as provided in this Lease.

4. **Annual Base Rent.** Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. Tenant will pay the Annual Base Rent by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates in writing. Any Rent that is not received within 30 days after its due date will bear simple interest at 10%. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.

5. **Maintenance Expenses.** Tenant will pay as Additional Rent its Proportionate Share of any Maintenance Expenses, i.e. 3.9% of maintenance expenses for HVAC equipment that services the Premises and 100% of maintenance expenses for repairs to the Premises. Cost for repairs will be due net 30 days after invoice. HVAC equipment does not include boiler or chiller replacement, but would include maintenance to those systems.

6. **Liens.** Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws. Landlord and Tenant will negotiate and define any substantial structural alterations prior to undertaking such changes. Any alterations to the Premises must comply with the Americans with Disabilities Act of 1990.

Tenant must keep the Premises free of construction or other liens. Tenant will hold Landlord harmless against any liens placed against the Premises, except those attributable to the acts of Landlord. If a lien is filed against the Premises as the result of any action undertaken by Tenant, Tenant must discharge the lien within 60 days after receiving notice of the lien. If Tenant fails to discharge the lien, Landlord may procure a discharge at Tenant's expense, which Tenant must pay immediately on a demand from Landlord.

7. **Hours of Occupancy.** Tenant shall be entitled to occupy the Premises between the hours of 5 A.M. and 10 P.M., Monday[day of week] through Sunday[day of week]. In the event Tenant wishes to occupy the Premises at other times, it shall notify Landlord in writing of its requested additional occupancy, setting forth the requested date(s) and inclusive times, no less than five (5) business days before the proposed occupancy. Tenant agrees to reimburse Landlord in full for Landlord's actual incremental custodial and other costs associated with making the Premises available to Tenant during such additional occupancy periods.

8. **Services.** Landlord will furnish heat and air-conditioning during normal business hours (Regular occupied hours are 6:00 a.m. to 5:00 p.m., Monday through Sunday.

Occupied heating setpoint is 70 degrees, occupied cooling is 72 degrees. Unoccupied heating is 60 degrees and unoccupied cooling is 80 degrees. All temps are plus or minus 2 degrees. Tenants Services will require tenants to schedule HVAC outside of regular occupied hours, if HVAC is required. Tenants requesting HVAC services, outside of regular occupied hours, will not be charged during this lease); electricity; water for ordinary lavatory purposes; and use in common of the Building's common areas, rest rooms, and similar facilities. Landlord will also perform the janitorial services in all common areas. Tenant's leased area should be kept clean by tenant.

No sign may be erected by Tenant on the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws and ordinances, and must be approved by Landlord. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this paragraph in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Premises or the maintenance thereof. Any service the Landlord is required to furnish may be furnished by Landlord's managing agent or by one or more independent contractors.

Landlord is not liable for interruption in Utilities caused by riots, strikes, labor disputes, wars, terrorist acts, accidents, or any other cause beyond the control of Landlord. Landlord may interrupt Utilities to make repairs or improvements. Interruption in Utilities does not constitute an act of eviction; nor does any interruption in Utilities release Tenant from any obligation under this Lease, including the payment of Rent.

9. Holding Over. If Tenant remains in possession of the Premises after the Expiration Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be one-hundred twenty-five percent of the Monthly Installment of Base Rent payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term. If Tenant holds over after the expiration of the Term without Landlord's consent, Tenant is liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include (a) the reasonable rental value of the Premises; (b) any damages arising from the loss of any sale, lease, or refinancing of the Premises; (c) any lost profits incurred by Landlord; and (d) any treble, double, or statutory damages allowed under the Applicable Laws.

10. Quiet Enjoyment. Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Landlord shall have the right from time to time, upon 24 hours prior notice to Tenant, to inspect the Premises to confirm Tenant's compliance with this Lease. Landlord's inspection shall in no way disrupt or interfere with Tenant's school operation. Tenant must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants.

11. Use of the Premises. The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner which violates the Building Rules or Applicable Laws. The Building Rules may be amended by Landlord in its reasonable discretion.

12. Indemnification. Tenant will indemnify and defend Landlord against all claims for bodily injury or property damage relating to the Premises. The claims covered by this indemnification include all claims for bodily injury or property damage relating to (a) the condition of the Premises; (b) the use or misuse of the Premises by Tenant or its agents, contractors, or invitees; or (c) any event on the Premises, whatever the cause. Tenant's indemnification does not extend to liability for damages resulting from the sole or gross negligence of Landlord or for Landlord's intentional misconduct.

13. Limitations on Landlord's liability. The Landlord, as defined in this Lease, includes successors in interest. The term is intended to refer to the owner of the Premises at the time in question. If the Premises are sold, the new owner will automatically be substituted as the Landlord.

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Premises or any part of the structures or improvements on the Premises for any loss or damage resulting to Tenant or its property from theft or a failure of the security systems, if any, in the Premises or structures containing the Premises, or for any damage or loss of property within the Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Premises or result in an abatement of rents.

If Landlord fails to perform this Lease and as a result Tenant recovers a money judgment against Landlord, the judgment will be satisfied out of the execution and sale of Landlord's interest in the Property or by garnishment against the rents or other income from the Property. Landlord is not liable for any deficiency. This section constitutes Tenant's sole and exclusive remedy for breach.

Conditioned solely on the sale of the Property, Tenant agrees to the following release in favor of its then former landlord. Effective on the first anniversary of the date on which Tenant is given notice of the sale, Tenant releases its former landlord from all claims except those expressly preserved in this section. This release is intended to be broadly construed for the benefit of the former landlord and includes (a) all claims regarding the performance of this Lease; (b) all claims for bodily injury or property damage relating to the Premises; and (c) all claims in any other way relating to the Lease, the Premises, or the landlord-tenant relationship. However, this release does not extend to any claim filed in a court of appropriate jurisdiction within one year of the date of sale or to any claim for bodily injury or property damage resulting from the former landlord's gross negligence or intentional misconduct.

14. Insurance. Tenant, at Tenant's sole expense, agrees to maintain in force, with a company or companies acceptable to Landlord, during the term of this Lease: (a) Commercial General Liability Insurance on a primary basis covering the Premises on an occurrence basis against all claims for personal injury, bodily injury, death and property damage, including contractual liability covering the indemnification provision in this Lease. Such insurance shall, at a minimum, be maintained in an amount of \$1,000,000.00 per occurrence and an additional \$3,000,000.00 in umbrella coverage for the above claims; (b) Workers' Compensation and Employers' Liability Insurance for an amount of not less than \$500,000.00, both in accordance with the State of Michigan; and (c) In the event a motor vehicle is to be used by Tenant in connection with its business operation from the Premises, Comprehensive Automobile Liability Insurance coverage with limits of not less than \$1,000,000.00 combined single limit coverage against bodily injury and liability arising out of the use by or on behalf of Tenant, its agents and employees in connection with this Lease, of any owned, non-owned or hired motor vehicles.

Each Policy referred to above shall satisfy the following requirements. Each policy shall (i) name Landlord as an additional insured (except Workers' Compensation and Employers' Liability Insurance), (ii) be issued by one or more reasonable insurance companies licensed to do business in the State of Michigan reasonably satisfactory to Landlord, (iii) where applicable, provide for deductible amounts satisfactory to Landlord, (iv) shall provide that such insurance may not be cancelled or amended without 30 days' prior written notice to Landlord, and (v) shall provide that the policy shall not be invalidated should the insured waive in writing prior to a loss, any or all rights of recovery against any other party for losses covered by such policies. Tenant shall deliver to Landlord certificates of insurance and at Landlord's request, copies of all policies and renewals thereof to be maintained by Tenant hereunder, not less than 10 days prior to the commencement of this Lease and not less than 10 days prior to the expiration date of each policy.

15. Fire or Other Casualty. Tenant must give Landlord notice of fire or other casualty on the Premises. In addition to the written notice, Tenant must immediately and with all diligence attempt to contact Landlord by all means available, including

telephone, pager, fax, and e-mail, to inform Landlord of the casualty. If the Premises are damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant. The notice of termination must be given within 30 days after the occurrence of the casualty. If the notice of termination is not given within that period, this termination option will lapse and no longer be effective. Within 30 days after the notice of termination has been given, Tenant must surrender the Premises to Landlord. After the surrender, each party is released from any further obligations under this Lease, with the following exceptions: (a) all Rent accruing through the surrender date must be paid in full, and (b) the Security Deposit will be retained or returned as provided in this Lease. Tenant has no obligation to pay any Rent accruing after the surrender date. If Landlord does not exercise this option within the designated period, Landlord must diligently proceed to repair and restore the Premises to its condition before the casualty.

16. Assignment and Subletting. Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.

17. Subordination and Estoppel Certificates. At Landlord's mortgagee's option, (a) any mortgage or mortgages now or later placed on Landlord's interest in the Premises may be subordinated to this Lease or (b) this Lease may be subordinated to any mortgage or mortgages now or later placed on Landlord's interest in the Premises. The mortgagee's option must be exercised by notice to Tenant. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to the mortgagee, confirming subordination as requested by Landlord or Landlord's mortgagee.

In the event of foreclosure or any conveyance by deed in lieu of foreclosure, Tenant must attorn to Landlord's successor in interest, provided that the successor agrees in writing to recognize Tenant's rights under this Lease. Tenant must execute and deliver, within 30 days after a request, any further instruments, in a form acceptable to Landlord's successor in interest, attorning to the successor in interest and recognizing it as Landlord under this Lease.

Within 30 days after a demand by Landlord, Tenant must execute and deliver to Landlord an estoppel certificate, in a form acceptable to Landlord, certifying

- a. the Commencement Date;
- b. the Expiration Date;
- c. that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications;
- d. that the Lease is not in default, or a list of any defaults;

- e. that Tenant does not claim any rights of setoff, or a list of rights of setoff;
- f. the amount of Rent due as of the date of the certificate, or the date to which the Rent has been paid in advance;
- g. the amount of any Security Deposit; and
- h. other matters reasonably requested by Landlord.

Landlord and any prospective purchaser of the Premises may rely on this certificate. It is within the contemplation of the parties that Tenant's failure to provide the estoppel certificate could result in the loss of a prospective sale or loan and that Tenant is liable for all damages resulting from such a loss.

18. Security Deposit. Within 1 day of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within 60 days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within 30 days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord. If Landlord uses the Security Deposit, within 60 days after a demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit will be returned to Tenant, without interest, within 30 days after Tenant's surrender of the Premises in accord with this Lease.

19. Remedies. If any Rent payable by Tenant to Landlord remains unpaid for more than 5 days after the date when rent is due, or if Tenant violates or defaults in the performance of any of its non-monetary obligations in this Lease and the non-monetary violation or default continues for a period of 10 days after written notice (unless the default involves a hazardous condition, which shall be cured forthwith, or unless the failure to perform is a default for which this Lease specifies there is no cure or grace period), then Landlord may (but will not be required to) declare this Lease forfeited and the term ended, or re-enter the Premises, or may exercise all other remedies available under Michigan law. Landlord will not be liable for damages to any persons or property by reason of any legitimate re-entry or forfeiture, and Landlord will be aided and assisted by Tenant, its agents, representatives and employees. Tenant, by the execution of this Lease, waives notice of re-entry by Landlord. In the event of re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the Rent provided herein will not be relinquished

or extinguished for the balance of the term, and any Rent prepaid may be retained by Landlord and applied against the costs of re-entry, or as liquidated damages, or both. Tenant will pay, in addition to the Rent, and other sums agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action instituted by involving Landlord to enforce the provisions of, or the collection of the Rent due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code.

If Tenant is adjudged bankrupt or insolvent, files or consents to the filing of a petition in bankruptcy under Federal or State law, applies for or consents to the appointment of a receiver for all or substantially all of its assets, makes a general assignment for the benefit of its creditors, fails generally to pay its debts or does anything which, under the applicable provisions of the Federal Bankruptcy Code would permit a petition to be filed by or against Tenant, then Tenant shall be in default under this Lease and to the extent from time to time permitted by applicable law, including but not limited to the Federal Bankruptcy Code, Landlord shall be entitled to exercise all remedies set forth in the preceding paragraph. In a reorganization under Chapter 11 of the Federal Bankruptcy Code, the debtor or trustee must assume this Lease or assign it within 60 days from the filing of the proceeding, or he shall be deemed to have rejected and terminated this Lease. Tenant acknowledges that its selection to be a tenant of the Building was premised in material part on Landlord's determination of Tenant's creditworthiness and ability to perform the economic terms of this Lease, and Landlord's further determination that Tenant and the character of its occupancy and use of the Premises would be compatible with the nature of the Building and other tenants thereof. Therefore, if Tenant, as debtor, or its trustee elects to assume or assign this Lease, in addition to complying with all other requirements for assumption or assignment under the Federal Bankruptcy Code, then Tenant, as debtor, or its trustee or assignee, as the case may be, must also provide adequate assurance of future performance, including but not limited to a deposit, the amount of which shall be reasonably determined based on the duration of time remaining in the term, the physical condition of the Premises at the time the proceeding was filed, and such damages as may be reasonably anticipated after reinstatement of the Lease, taking into account rental market conditions at the time of the reinstatement. In the event of an assignment, Landlord must be reasonably assured that the financial condition of the assignee is sound, and that its use of the Premises will be compatible with the Building and its other tenants.

In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-lease the Premises or any portion(s) thereof for a term or terms and at a rent which may be less than or exceed the balance of the term of and the Rent reserved under this Lease. In such event Tenant shall pay to Landlord as liquidated damages for Tenant's default any deficiency between the total Rent reserved and the net amount, if any, of the rents collected on account of the lease or leases of the Premises which otherwise would have constituted the balance of the term of this Lease. In computing such liquidated damages, there will be added to the deficiency any expenses for which Landlord may incur in connection with re-leasing the Premises, such as legal

expenses, attorneys' fees, brokerage fees and expenses, advertising and for keeping the Premises in good order or for preparing the Premises for re-leasing. Any such liquidated damages will be paid in monthly installments by Tenant on the day rent is due and any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to any deficiency between the total Rent reserved hereunder and the fair and reasonable rental of the Premises.

Whether or not forfeiture has been declared, Landlord will not be responsible in any way for failure to release the Premises or, in the event that the Premises are re-leased, for failure to collect the rent under such re-leasing. The failure of Landlord to re-lease all or any part of the Premises will not release or affect Tenant's Liability for Rent or damages.

20. Condition on Expiration. On Expiration, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant will surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property will be repaired at Tenant's expense. Tenant will reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. Tenant will remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant.

21. Communications. All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; or (c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing or emailed to tenant. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

22. Construction and Interpretation. This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arm's length and carefully reviewed by both parties. This Lease is not to be construed against Landlord.

The use of the word *may* in describing the right of a party means that the party has the discretion, but not the obligation, to exercise that right. Furthermore, the exercise

of the right is not an election of remedies or a waiver of any other right or claim. The use of the words *will* or *shall* in describing an obligation of a party means that the party must perform that obligation. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

The parties will rely solely on the terms of this Lease to govern their relationship. This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises, or any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy. Tenant acknowledges that the Annual Base Rent is a liquidated claim. Tenant waives any requirement that Landlord tender back funds as a condition to bringing an action to collect unpaid Annual Base Rent. No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act. Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Landlord.

Notwithstanding anything to the contrary, Tenant's obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension. Notwithstanding anything to the contrary, Landlord has no obligation to mitigate any claim for Rent.

Time is of the essence with respect to both the definition of a Material Breach and the exercise of options, if any, within the Lease.

If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

23. Arbitration. Except for any claim arising out of or relating to Tenant's default in the payment of rent, Landlord and Tenant agree to submit any and all other claims, controversies and disputes between Tenant and Landlord arising out of or relating to the Premises, this Lease, or Tenant's and Landlord's performances due hereunder, to arbitration pursuant to the Michigan Uniform Arbitration Act ("UAA"), MCL 691.1681 *et seq.* Judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

24. Waiver of Jury Trial. As a material inducement to Landlord to enter into this Lease, except for claims required to be settled by arbitration pursuant to this Lease, Tenant hereby waives its right to a trial by jury of any claims arising out of or relating to its obligations under this Lease or its occupancy of the Premises. Tenant acknowledges that it has read and understood the foregoing provision.

25. Authorized and binding. Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns.

LANDLORD

By

Its

Dated:

TENANT

By

Its

Dated:

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Melissa Brooks-Yip, Supervisor of Instruction, Achievement Initiatives and Dr. Jennifer Banks, Director of Instruction, Achievement Initiatives

DATE: February 27, 2024

SUBJECT: Early Literacy Coaching Contract with Manchester Community Schools

We recommend that the WISD Board of Education approve a contract with Manchester Community Schools to provide an early literacy coach for the remainder of the 2023-2024 school year at a cost not to exceed \$60,000.00.

Manchester Community Schools will provide an early literacy coach (PreK-3) who will join the Washtenaw County Coaching Collaborative (WC3) professional learning network. The coach will support Manchester teachers in implementing the Essential Instructional Practices in Early Literacy. The funding source is a Michigan Department of Education Early Literacy Coaching Grant, which aligns with our commitment to high-quality literacy instruction for all.

The \$60,000.00 cost covers time for coaching services from the date of contract approval through June 30, 2024. Erica Rodriguez-Hatt, Coordinator for Early Literacy and Literacy Coaching Initiatives, will supervise the coach's work. This contract will advance early literacy, a key priority in our EISJ policy. Additionally, improving early literacy outcomes for all students regardless of race, gender, or socioeconomic status supports our equity, inclusion, and social justice commitments. Early intervention can help close achievement gaps and ensure all students are reading proficiently by third grade.

CONTRACTED SERVICES AGREEMENT – COMPANY CONTRACTOR

NOTES: Manchester Community Schools

The Washtenaw Intermediate School District (“WISD”) Board policy requires formal Board approval when the District enters into contracted services agreements over the bidding threshold established in state law (which is adjusted annually). For contracts through September 30, 2023, that limit is \$28,048.¹

Contracted services agreements below the threshold amount are approved by the Superintendent (or her designee).

PROCEDURES: (all must be completed before employment begins)

rec'd from Manchester
28.24
Date Submitted: 2.8.24

1) Submit to the Human Resources Department as one packet:

- ☒ Completed Criminal History Record Information (“CHRI”) determination form, listing each contracted employee.
- ☐ Completed Registry of Educational Personnel (REP) form – **MANDATORY**.
- ☒ Completed (top section) “Authorization for Contract” form, indicating Contact name at bottom
- ☐ Contracted Services Agreement (with company and requestor administrator’s signature and date)

A. CHRI

- If CHRI is not required, signed forms will be returned to (requestor) Department within three (3) work days of receipt.
- If CHRI is required, HR will notify the requestor Department via email with instructions for the contractor within two (2) work days of receipt. Signed forms will be returned to Department AFTER CHRI has been received. [Note: The turnaround time is dependent on the contractors going to be fingerprinted or signing a release (if applicable)].

B. REP

- If CHRI is required, please complete the **REP form**; individuals regularly/continuously employed in school facilities and/or working with youth must be reported to the State HR will forward the REP form to the Technology Department.

2) Submit to the Assistant Superintendent of Administrative & Support:

Date Submitted: 2.22.24

- ☒ Completed packet from Step 1. If Liability insurance is not required, the Assistant Superintendent of Administrative & Support Services will initial the Contractor Checklist indicating waiver.
- ☒ Proof of Public Liability Insurance

Signed packet will be returned to the department within two (2) work days of receipt.

3) Submit to the Superintendent:

Date Submitted: 2.22.24

- ☐ Completed packet with signatures obtained in Steps 1 and 2

If contract is over the bidding threshold, it will be placed on next Board of Education meeting agenda for approval. Following approval, the “Contracted Services Agreement” will be signed by Board of Education President, Secretary, and Superintendent; then it is returned to the requestor Department.

If below the bidding threshold, the Superintendent will review and either approve or deny the “Contracted Services Agreement”; then it is returned to the requestor Department.

4) Submit ORIGINAL to Human Resources and one (1) copy to the Business Office:

Date Submitted: _____

- ☐ Original, fully signed contract packet with all forms listed on “Authorization for Contract” form.

It is the responsibility of the requestor Department to distribute copies of the contract to the appropriate individuals.

¹ MCL 380.623a, 380.1267, 380.1274

AUTHORIZATION FOR COMPANY CONTRACT

Melissa Brooks-Yip	is authorized to issue the attached contract with
(WISD Staff)	
Manchester Community Schools	
(Contractor – Please Print)	
Brad Bezeau, Superintendent	
Person(s) providing services for Contractor	
ACCOUNT #	AMOUNT
1. 11.1411.8510.000.3366.00000.0000	\$ 60,000.00
2.	\$
ACCOUNT NAME: Early Literacy Coach Sub/Grantee Flowthrough	
TOTAL \$ 60,000.00	Contract Dates: January 8, 2024 – June 30, 2024
Contact Name: Manchester Community Schools, Brad Bezeau, Superintendent	
Address: 710 E. Main Street, Manchester, MI 48158	
Phone: (734) 428-9711	Fax:
E-mail: - Widad Luqman – wlugman@mcs.k12.mi.us	
E-mail: - Shannon Cajic – scajic@mcs.k12.mi.us	
E-mail: - Laura Neal – lneal@mcs.k12.mi.us	

Contractor Checklist	
<i>Complete & Submit the following, when applicable, with the contract.</i>	
Contract:	Original to the Human Resources Department (Nicole Hubler, HR Assistant)
Contract:	Copy to the Business Office (Vanessa Horning, Accountant or Jack Millina, Accountant)
<input checked="" type="checkbox"/> CHRI on File in HR	C. Harmon-Higgins, Exec Director of HR & Legal <i>CSH</i> /Date: <i>2/21/24</i>
BH Location of Assignment:	Manchester Community Schools
REP Information Form:	
<input checked="" type="checkbox"/> Proof of Public Liability Insurance:	Brian Marcel, Asst. Supt. <i>BH</i> /Date: <i>2/22/24</i>
BH W-9 (if required) (on file in the business office)	
Contract prepared by:	Brenda Hegwood/Melissa Brooks-Yip
	(WISD Staff Name)

Superintendent's Signature: _____ **Date:** _____

DATE: December 8, 2024

TO: Cassandra D. Harmon-Higgins, Esq.
Executive Director, Human Resources and Legal Services

FROM: Melissa Brooks-Yip

SUBJECT: Criminal History Record Information ("CHRI") for Contractor / Student Worker / Volunteer

The Department of Achievement Initiatives is offering a contracted position or non-paid volunteer assignment to the individual listed below; please let me know if CHRI is required.

(please circle one) Contractor/Volunteer/Student	Elizabeth (Liz) Caron
(First and Last Name)	<i>Early Literacy Coach</i>
Contract Firm/Company	Manchester Community Schools, Brad Bezeau, Superintendent
Duration of Assignment	Effective Date: January 8, 2024 End Date: June 30, 2024
Primary Site Assignment	Manchester Community Schools
Age (Student Worker ONLY)	Student Age: N/A
Will this individual receive compensation?	Yes
Will this individual be sent out to any other district? (i.e. Dexter, A2, etc.)	No
Will this individual have access to any other WISD location? (i.e. High Point, etc.)	No
Will this individual have direct contact/access to students?	No
Will this individual have indirect contact/access to students?	No
Will this individual have unsupervised access to students?	No

COMPLETED BY HR:

CHRI Needed: Yes ☒ No ☐

HR CHRI Determination code: 1

MSP Reason Code: SE (e.g. SE, CPE, CPV)

Executive Director of HR (or HR Supervisor):

HR CHRI Determination Codes: (1) Continuous employment; (2) Unsupervised Direct Student Access; (3) Indirect Student Access

Copy: WISD Fingerprinting Office

HR / CDHH / May 2017



**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT - COMPANY**

This agreement is made this 7th day of December, 2023 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Manchester Community Schools, hereinafter referred to as Contractor.

It is the intention of the parties hereto to enter into an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

**SECTION I – SCOPE OF
SERVICES**

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than January 8, 2024. Once this contract is implemented, the ending date for providing services shall be June 30, 2024.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Description of Services:

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

Essential Functions of the Position

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Demonstrates a commitment to and takes responsibility for co-constructing a county wide culture of coaching; a culture that prioritizes anti-oppression, anti-racism, and ultimately a more equitable educational system and learning pursuits for our students and our teachers.
- Professional Learning with the Washtenaw Coaching Collaborative (WC3), whole group meetings,

- Per MDE Resources, Supports and Expectations
 - Also be available periodically during the school year to participate in coaching training at both the State of Michigan (dates below), This will be anchored on the Essential Coaching Practices for Elementary Literacy
 - Assurance of Professional Learning for the Early Literacy Coach:
 - ☐ Attend the K-3 Essential Instructional Practices Institute, Literacy Coaching Network professional learning opportunities, Coaching Intensive Institutes (when available), Quarterly Meetings, and Monthly Meetings for small group work to support their learning around the suite of Literacy Essentials.
 - ☐ Use the Coaching Modules and the K-3 Essential Instructional Practices Modules to support their learning around the Essentials.
 - ☐ Engage in further learning on Assessment Literacy as related to the suite of Essential Practices
 - Coaching Model:
 - ☐ Use the approved MDE Coaching Model as required by Read by Grade Three Reading Law (MCL.380.1280f).

NOTE: As the coach named on your district contract as receiving part of the Early Literacy Coaching Grant monies, the state coordinators expect your attendance at all of these.

2023-24 Early Literacy Coaching Network Dates- for the State of Michigan Network

Coaches must attend all state level coaching meetings, dates listed below:

February 6, 2024

May 8, 2024

Attend the Washtenaw Coaching Collaborative (WC3) Meetings- the WISD Network

- For All Washtenaw County Coaches
 - Monthly Meetings, Thursdays during the school day
 - In person (3 hours per meeting) and virtual (1.5 hours per meeting)
 - January 18, 2024 - In Person, 9:00-12:00
 - February 08, 2024 - Virtual, 9:00-10:30
 - April 11, 2024 - In Person, 9:00-12:00
 - May 07, 2024 - Virtual, 9:00-10:30
1. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.
 2. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.

3. Prior to any work being completed on WISD grounds, individuals working for the Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A**. The Contractor will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).
4. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

SECTION II - COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$60,000.00** including all related expenses, including travel expenses outlined in Section III.
2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
3. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
4. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
6. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.

¹ Verified via the government System for Award Management (SAM) website; <https://www.sam.gov/portal/SAM/#1>

7. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
9. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

SECTION III - OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.
2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
 - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
 - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
 - iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.
4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

SECTION IV - INSURANCE COVERAGE

In the event that the Contractor uses motor vehicles in the course of performing the services above described, the Contractor shall provide to WISD proof of public liability insurance and property damage insurance in such sums as shall be deemed appropriate by WISD.

The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

- 1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;

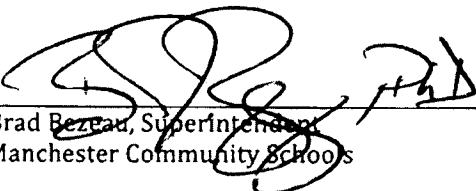
- 2.) Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

The Contractor understands that WISD's liability insurance policies may not afford any coverage for any work associated with this contract. Therefore, the Contractor agrees to hold WISD harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. The Contractor shall obtain and provide proof of public liability insurance in such sums as shall be deemed appropriate by WISD unless specific written exemption is provided by the Assistant Superintendent, Business Services. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.


SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on December 22 2023


Brad Bezeau, Superintendent
Manchester Community Schools

DATE Dec. 22, 2023


Jennifer Banks (Dec 8, 2023 14:05 EST)

DATE Dec 8, 2023

Jennifer Banks, Ph.D., Director of Instruction, Achievement Initiatives
Washtenaw Intermediate School District

Naomi Norman, Superintendent
Washtenaw Intermediate School District

DATE _____


Melissa Brooks-Yip (Dec 8, 2023 12:49 EST)

DATE Dec 8, 2023

Melissa Brooks-Yip, Supervisor of Instruction, Achievement Initiatives
Washtenaw Intermediate School District

Diane Hockett, Board President
Washtenaw Intermediate School District

DATE _____


**LISTING OF ALL EMPLOYEES OF THE CONTRACTOR
WORKING ON WISD GROUNDS**

<u>Full Name (Last, First, Middle)</u>	<u>Job Title/Position/Responsibility</u>
1. Elizabeth (Liz) Caron	Early Literacy Coach
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	

Use additional sheet(s) if necessary



TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Cherie Vannatter, Deputy Superintendent 

DATE: February 26, 2024

RE: Supplemental Services Pilot Plan for Ypsilanti Community Schools

I would like to recommend Washtenaw Intermediate School District provide a Supplemental Services Pilot Plan to Ypsilanti Community Schools. At this time, due to lower salaries and the staff shortage, YCS is not able to attract and retain special education staff. This plan would offer special education staff, and thus services, to support the students with IEPs. I believe that implementing this pilot plan is necessary for the following reasons:

1. Addressing non-compliance: Many YCS students face significant challenges and require special education services per their IEP. Without staff, these services are not being provided and the district is out of compliance. The Michigan Department of Education – Office of Special Education Services has contacted WISD to assist with this non-compliance issue in YCS.
2. Improving Student Outcomes: Providing these services can lead to improved student outcomes, including higher academic achievement, increased graduation rates, and improved social and emotional well-being. By implementing a pilot plan for supplemental services, we can better support YCS students.
3. Meeting Local District Needs: As an ISD, we have a commitment to support our local districts in times of need. We have provided a Supplemental Services Pilot Plan to Whitmore Lake Community Schools for several years to provide students with special education services and over time, lower the number of students needing these specialized services. YCS has students with great educational needs that are not being met at this time. We must assist in meeting this need.

In conclusion, I believe that providing a Supplemental Services Pilot Plan to Ypsilanti Community Schools is a critical step in ensuring the success of all students.



Alena Zachery-Ross, Superintendent
Ypsilanti Community Schools
1885 Packard Road * Ypsilanti, MI 48197
Phone: 734.221.1230
Fax: 734.221.1220

DATE: March 5, 2024

TO: WISD School Board

FROM: Alena Zachery-Ross, Superintendent of Schools

SUBJECT: Supplemental Services Pilot Plan for YCS 2023/2024 school year

WISD Board of Education Guiding Questions & Answers

1. What is the policy under consideration?

The goal of the Supplemental Services Pilot Plan is to increase student services and increase student achievement/progress for students with disabilities. This pilot plan is in direct correlation with Washtenaw Intermediate School District Board Policies 2110 – Statement of Philosophy and 8100 – Educational Equity (see attached).

2. What is the data, and what does it tell us?

YCS total enrollment	3762 (unaudited)
Percent of students with IEP services	18.4%
Percent of students with Special Ed FTE	67.8%
YCS Free/ Reduced meal rates	59.51%



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Ypsilanti Community Schools continues to be one of the highest districts (proportionately) of students with IEPs in Washtenaw County. The remainder of students without Special Education Full Time Equivalency are fully included in the general education population.

Additionally, the YCS At-Risk population continues to be considerably high within our county.

At-Risk 2023/24

Kindergarten	306
1st grade	261
2nd grade	264
3rd grade	259
4th grade	258
5th grade	245
6th grade	177
7th grade	205
8th grade	204
9th grade	212
10th grade	185
11th grade	202
12th grade	212



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English Language Arts State testing data (percent proficient): M-Step and PSAT

	YCS 2023
3rd grade	12.4%
4th grade	17.9%
5th grade	13.9%
6th grade	14.5%
7th grade	16.2%
8th grade (PSAT)	28.6%

Mathematics State testing data (percent proficient): M-Step and PSAT

	YCS 2023
3rd grade	8.6%
4th grade	12.8%
5th grade	6.0%
6th grade	8.2%
7th grade	6.8%
8th grade (PSAT)	8.7%

YCS has met the 4-year graduation target of 80% for students with disabilities at AC Tech this past year. In conjunction with Washtenaw County Intermediate School District and the other LEAs, YCS is investigating its use of Personal Curricula for students with and without disabilities in hopes of positively impacting these graduation rates in the future.



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Percent of students with disabilities graduating in 4 years

	22/23
ACCE	49.62
AC Tech	82.71
STEMM	N/A
MDE Target	93.00

Percent of all students (including students with disabilities) graduating in 4 years

	22/23
ACCE	63.03
AC Tech	87.22
STEMM	100.00

3. How have the communities been engaged?

The concept of a Supplemental Services Pilot Plan was discussed with all county superintendents at a Washtenaw Superintendents Association meeting, but at this time, only Whitmore Lake and Ypsilanti Community Schools have expressed interest in this concept.

A meeting was held within YCS, and we determined, based on our student data and our long-term staff vacancies, that there is a need to request a Supplemental Services Pilot Plan.

4. Who will benefit or be burdened?

Students and families in Ypsilanti Community Schools who have not been serviced by special education certified staff due to vacancies who have placements in classrooms with substitute teachers will benefit the most from utilizing this Supplemental Services Pilot Plan. There may be a burden in the Human Resources department to coordinate staff who are hired through the WISD. A process will need to be developed. This effort will provide resources in an equitable way to Ypsilanti Community Schools and its most vulnerable students



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5. What is the implementation plan?

The Supplemental Services Pilot Plan recommends the Washtenaw Intermediate School District hire employees and fund those selected special education services/resources for the local district to be reviewed every 6 months. This funding would be for the prioritized services/resources listed in the chart below. Progress monitoring to assess student achievement/growth will be completed at regular intervals using NWEA data, IEP data, M-STEP data, graduation data, and student skill data.

Proposed Services/Resources to be Funded

	Salary	FICA	Benefits
Speech Language Pathologist (2)	\$199,642	\$15,000	\$130,600
School Social Worker (2)	\$199,642	\$15,000	\$130,600
Teacher Consultant (2)	\$199,642	\$15,000	\$130,600
Subtotals	\$598,926	\$45,000	\$391,800
Grand Total			\$1,035,726



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A. Speech and Language Pathologist need

	2023/24
YCS Students needing speech-language therapy in preschool programs	49
YCS Students needing speech-language therapy at WEOC	28

B. School Social Workers need

	2023/2024
YCS Students needing social work services	25
YCS Students needing social work services at WEOC	75

C. Teacher Consultant need

	2023/2024
YCS Students needing Teacher Consultant services	60

6. How will you ensure accountability, communicate, and evaluate results?

We will assign all instructional staff and SSW's mentors, and each of them will participate in the mentorship program. We will evaluate all staff, including school psychologists. All staff will be provided support by the Building Administrators, Directors of Human Resources, and Special Services.



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Quote from Ypsilanti Community Schools' Superintendent:

"Providing these staff members as resources for our students will increase access and equity that is needed. I am truly grateful that you are considering our proposal. I know this will benefit our scholars."

- Dr. Alena Zachery-Ross, Superintendent of Ypsilanti Community Schools



DATE: March 12, 2024

TO: Naomi Norman, Superintendent and
Members of the WISD Board of Education

FROM: Becky L. Mullins
Supervisor, Human Resources and Legal Services

RE: Updated Policies – First Read

The Policy Committee¹ recommends adoption of the proposed policy changes to the following as attached:

WISD Board Policies -

Policy #'s 1662/3362/4362/5517 – Harassment

Policy #'s 1422/3122/4122 – Nondiscrimination & Equal Employment Opportunity

Below are highlights of the Policy Committee's recommendations to the Board:

These policies have been revised to reflect changes in terminology and definitions, terms, and processes that are consistent with the latest regulations released by the United States Department of Education (USDOE), specifically Title IX regulations that were effective as of August 2020.

These revisions should be adopted in order to maintain accurate policies.

Enclosure

¹ Steve Olsen (Board Trustee), Mary Jane Tramontin (Board Vice President), Naomi Norman (Superintendent), Brian Marcel (Associate Superintendent), Cherie Vannatter (Deputy Superintendent), Cassandra Harmon-Higgins (Executive Director of Human Resources and Legal Services), and Becky Mullins (Supervisor of Human Resources and Legal Services)

Book: Policy Manual

Title: ANTI-HARASSMENT

Code: po1662

1662 - ANTI-HARASSMENT

General Policy Statement

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

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

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

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

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

Other Violations of the Anti-Harassment Policy

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

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

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

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

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

Harassment

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

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

Sexual Harassment

~~Pursuant to Title IX of the Educational Amendments of 1972,~~ **For purposes of this policy and consistent with** Title VII of the Civil Rights Act of 1964, **and** "sexual harassment" is defined as:

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

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

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

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, **activities**, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, **profanity**, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, **graffiti**, videos ~~tapes~~, **posters**, audio recordings or literature, placed in the work or educational environment, **that may reasonably** ~~which~~ **may** embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting or pinching; **obscene gestures**.
- G. **Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.**
- H. **Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.**

- I. **Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.**
- J. **Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.**
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~
- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

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

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

~~[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]~~

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

(734) 994-8100 extension 1311
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

charmonhiggins@washtenawisd.org
(E-mail Address)

-

-

(Name)

Associate Superintendent
(School District Title)

(734) 994-8100 extension 1402
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the District's web site () and:

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

The Compliance Officer(s) are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome"

conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

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

Reports and Complaints of Harassing Conduct

Members of the School District community, ~~which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a ~~report/complaint~~ shall file it with the ~~District's Anti Harassment~~ Compliance Officer ~~within two (2) days of receiving the report of harassment, at his/her first convenience.~~

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying,

aggressive behavior and/or harassment to ~~the one of the Anti-Harassment~~ Compliance Officer[s] who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend ~~the his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide ~~the Principal him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

~~Anti-Harassment Compliance Officers~~

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

~~[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

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

- A. ~~(-) in the parent and staff handbooks.~~

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

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

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

~~Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) business days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.~~

Investigation and Complaint Procedure (See Form 1662 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any ~~Any~~ employee or other member of the School District community or third party (e.g., visitor to the District) who believes that ~~they have~~ s/he has ~~been subjected to unlawful harassment or retaliation may seek resolution of~~ the ~~his/her~~ complaint through either the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. ~~informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision~~

~~regarding whether the claim of legally prohibited harassment or retaliation, was substantiated are set forth below.~~

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

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

Informal Complaint Procedure

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

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

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

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

types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

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

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

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

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

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or **the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, if the individual elects to file a formal complaint initially,** the formal complaint process shall be implemented.

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

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

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

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

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

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

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

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

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

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

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

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

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

-

~~_____ OR~~

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

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) ~~business~~ days of the receipt of such an appeal. A copy of the Board's

disposition of the appeal shall be sent to each ~~concerned~~ party within ten (10) ~~business~~ days of this meeting. The decision of the Board will be final.

~~[END OF OPTIONS]~~

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

~~[-X] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.~~

~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.~~

Privacy/Confidentiality

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

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

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

Allegations Constituting Criminal Conduct: ~~Child-Student~~ Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a ~~child~~student with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) who has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the proper authorities, which must include protective services; for students under the age of 18 is children's protective services agency, and for students 18 and over is adult protective services agency. See Admin Guideline 1662 for more information.

~~has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency.~~ If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to ~~a county~~ children's protective services agency, adult's protective services agency or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and

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

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel **or individuals contracted or appointed by the Board to fulfill its responsibilities** related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this

policy;

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

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

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

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

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

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

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Legal

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

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

29 C.F.R. Part 1635

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

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

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

The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq.

The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.

Policies on Bullying, Michigan State Board of Education, 7-19-01

Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006

National School Boards Association Inquiry and Analysis – May 2008

Book: Policy Manual

Title: Nondiscrimination/Anti-Harassment Policies Update Revised ANTI-HARASSMENT

Code: po3362

Adopted: August 21, 2012

3362 - ANTI-HARASSMENT

General Policy Statement

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

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

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

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

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

Other Violations of the Anti-Harassment Policy

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

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

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

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

- A. teasing;

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

Harassment

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

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

Sexual Harassment

~~Pursuant to~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, ~~and Title IX of the Educational Amendments of 1972,~~ "sexual harassment" is defined as:

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

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

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

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, **activities**, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, **profanity**, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, **graffiti**, videos ~~tapes~~, **posters**, audio recordings or literature, placed in the work or educational environment, **that may reasonably** ~~which~~ **may** embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. **Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.**
- H. **Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.**
- I. **Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.**
- J. **Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.**
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

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

Race/Color Harassment

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

Religious (Creed) Harassment

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

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

~~[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s)/ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]~~

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

(734) 994-8100 extension 1311
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

charmonhiggins@washtenawisd.org
(E-mail Address)

(Name)

Associate Superintendent
(School District Title)

(734) 994-8100 extension 1300
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site (X) and:

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

The Compliance Officer(s) () is () are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

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

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or

formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

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

Reports and Complaints of Harassing Conduct

Members of the School District community, ~~which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a ~~report/complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment. ~~at his/her first convenience.~~

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to ~~the one of the Anti-Harassment~~ Compliance Officer[s] who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend ~~the his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal ~~him/her~~ with a copy of

the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Anti-Harassment Compliance Officers

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

[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. In addition, the Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

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

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

The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have

not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

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

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

Investigation and Complaint Procedure (See Form 3362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any Any employee or other member of the School District community or Third Party third party (e.g., visitor to the District) who believes that they have s/he has been subjected to unlawful harassment may seek resolution of the his/her complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint

procedure is provided as a less formal option for a student, other member of the School District community, or **Third Party who alleges unlawful harassment or retaliation**. ~~third-party who believes s/he has been unlawfully harassed or retaliated against.~~ This informal procedure is not required as a precursor to the filing of a formal complaint. **The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.** ~~and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.~~

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

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

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

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

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

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

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

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or **the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, if the individual elects to file a formal complaint initially,** the formal complaint process shall be implemented.

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

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

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

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

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

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

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

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

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

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

retaliation occurred, a preponderance of evidence standard will be used. ~~(H)~~ The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.

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

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

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

~~OR~~

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

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

~~[END OF OPTIONS]~~

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

[X] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the ~~Respondent~~ individual(s) ~~against whom the complaint is filed~~, and the witnesses as much as

possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. **Additionally, the Respondent must be provided the Complainant's identity. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.**

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

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

Allegations Constituting Criminal Conduct: ~~Child~~ Student Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a ~~child student under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age~~ who has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the proper authorities, which must include protective services; for students under the age of 18 is children's protective services agency, and for students 18 and over is adult protective services agency. See Admin Guideline 1662 for more information. ~~county children's services agency.~~ If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

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

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

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

~~[DRAFTING NOTE: The following options should be selected if the district concludes that the~~

~~following items are not adequately encompassed in the preceding paragraphs.]~~

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

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

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

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Legal

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

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

29 C.F.R. Part 1635

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

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

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

The Handicappers' Civil Rights Act, M.C.L. 37.1101 et seq.

The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.

Policies on Bullying, Michigan State Board of Education, 7-19-01

Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006

National School Boards Association Inquiry and Analysis – May 2008

DRAFT

Book: Policy Manual

Section: Nondiscrimination/Anti-Harassment Policies Update

Title: ANTI-HARASSMENT

Code: po4362

4362 - ANTI-HARASSMENT

General Policy Statement

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

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

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

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

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

Other Violations of the Anti-Harassment Policy

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

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

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

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

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

Harassment

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

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

Sexual Harassment

~~Pursuant to Title VII of the Civil Rights Act of 1964, and Title IX of the Educational Amendments of 1972,~~ **For purposes of this policy and consistent with** Title VII of the Civil Rights Act of 1964, **and** sexual harassment is defined as:

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

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

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

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

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions ~~of a sexual nature~~, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, graffiti, videos ~~tapes~~, posters, audio recordings or literature, placed in the work or educational environment, that may reasonably~~which~~ ~~may~~ embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.
- H. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.
- I. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

- J. **Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.**

- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

- L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

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

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

Race/Color Harassment

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

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit

from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

~~[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s)/ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]~~

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

(734) 994-8100 extension 1311
(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
charmonhiggins@washtenawisd.org
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(Name)

Associate Superintendent
(School District Title)

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(734) 994-8100 extension 1300
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site (X) and:

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

The Compliance Officer(s) () is () are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

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

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

Reports and Complaints of Harassing Conduct

Members of the School District community, ~~which includes all staff, and third parties~~ along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a ~~report~~ complaint shall file it with the ~~District's Anti-Harassment~~ Compliance Officer within two (2) days of receiving the report of harassment, ~~at his/her first convenience.~~

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior and/or harassment to ~~the one of the Anti-Harassment~~ Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend ~~the his/her~~ Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide ~~the Principal him/her~~ with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Anti-Harassment Compliance Officers

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

[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. In addition, the Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

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

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

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

Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with

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

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

Investigation and Complaint Procedure (See Form 4362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any Any employee or other member of the School District community or Third Party third party (e.g., visitor to the District) who believes that they have s/he has been subjected to unlawful harassment may seek resolution of the his/her complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. either the informal or formal procedures as described below. Further, a process for investigating claims of harassment and a process for rendering a decision regarding whether the claim of legally prohibited harassment was substantiated are set forth below.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to investigate and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. third party who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those

circumstances where the Complainant and the Respondent mutually agree to participate in it, ~~and will only be utilized where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in such process.~~

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

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

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

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

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

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

- A. Advising the ~~Complainant~~ individual about how to communicate the unwelcome nature of the behavior to the ~~Respondent~~ alleged harasser.

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

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or ~~the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process.~~if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

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

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

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

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the

Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

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

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

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

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

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

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

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

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

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

OR

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

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

[END OF OPTIONS]

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

[X] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent ~~individual(s) against whom the complaint is filed~~, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted

by law. Confidentiality, however, cannot be guaranteed. **Additionally, the Respondent must be provided the Complainant's identity. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent.**

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

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil right law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

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

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

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel **or individuals contracted or appointed by the Board to fulfill its responsibilities** related to the investigation

and/or the District's response to the alleged violation of this policy;

- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any **supportive interim** measures offered and/or provided to **the Complainant and/or the Respondent**, ~~complainants and/or the alleged perpetrators~~, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student **Code of Conduct** and/or Employee Handbooks ~~or Codes of Conduct~~);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

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

-

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

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

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

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

-
P. ~~()~~ copies of any notices sent to the Complainant and the Respondent ~~complainant and alleged perpetrator~~ in advance of any interview, meeting, or hearing;

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

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

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

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Legal

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 6101, The Age Discrimination Act of 1975

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

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

29 C.F.R. Part 1635

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

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

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

The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq.

The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.

Policies on Bullying, Michigan State Board of Education, 7-19-01

Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006

National School Boards Association Inquiry and Analysis May 2008

DRAFT

Book: Policy Manual

Section: Nondiscrimination/Anti-Harassment Policies Update - February 2021

Title: Nondiscrimination/Anti-Harassment Policies Update - February 2021 Revised ANTI-HARASSMENT

Code: po5517

Adopted: May 22, 2012

5517 - ANTI-HARASSMENT

General Policy Statement

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

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

~~[] The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

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

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

Other Violations of the Anti-Harassment Policy

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

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

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

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

environment; cause discomfort or humiliation, or unreasonably interfere with the individual's school or work performance or participation; and may involve:

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

Harassment

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

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

Sexual Harassment

~~Pursuant to Title IX of the Educational Amendments of 1972~~ For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, sexual harassment is defined as:

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

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

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

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

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

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Unwanted physical and/or sexual contact.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, **activities**, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions **of a sexual nature**, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, **profanity**, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, **graffiti**, video **tapes**, **posters**, audio recordings or literature, placed in the work or educational environment, **that may reasonably** **which** **may** embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. **Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.**
- H. **Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.**

- I. Giving unwelcome personal gifts such as lingerie that suggests the desire for a romantic relationship.
- J. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.
- K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- L. ~~Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~
- M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.
- N. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

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

Race/Color Harassment

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

Religious (Creed) Harassment

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

directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

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

Disability Harassment

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

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

- (734) 994-8100 extension 1311
(Telephone Number)

- 1819 S. Wagner Road, Ann Arbor, Michigan 48103

(Office Address)

-
charmonhiggins@washtenawisd.org

(E-mail Address)

(Name)

Associate Superintendent
(School District Title)

-
(734) 994-8100 extension 1300
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site (X) and:

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

The Compliance Officer(s) ~~()~~ is ~~(-X)~~ are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

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

Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment), or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

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

Reports and Complaints of Harassing Conduct

Students and other members of the School District community ~~along with Third Parties~~ ~~and third parties~~ are encouraged to promptly report incidents of harassing conduct to a teacher, administrator, supervisor or other District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a ~~report~~ ~~complaint~~ shall file it with the ~~District's Anti-Harassment~~ Compliance Officer ~~within two (2) days of receiving the report of harassment.~~ ~~() at his/her first convenience ()~~ ~~within two (2) school days.~~

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

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior and/or harassment to ~~the one of the Anti-Harassment~~ Compliance Officers who shall investigate the allegation in accordance with this policy. ~~If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266.~~ While the Compliance Officer investigates

the allegation, **or the matter is being addressed pursuant to Policy 2266,** the Principal shall suspend **the his/her** Policy 5517.01 investigation to await the Compliance Officer's written report **or the determination of responsibility pursuant to Policy 2266.** The Compliance Officer shall keep the Principal informed of the status of Policy 5517 investigation and provide **the Principal him/her** with a copy of the resulting written report. **Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.**

Anti-Harassment Compliance Officers

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

~~[NOTE: School Districts are advised to appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The Compliance Officers may also serve as the District's Section 504 and Title IX Coordinators.]~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

~~(Name)~~

~~(School District Title)~~

~~(Telephone Number)~~

~~(Office Address)~~

~~(E-mail Address)~~

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

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

~~The Compliance Officers will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct, or to intercede informally on behalf of the student, other member of the School District community or third party in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process. Compliance Officers shall accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the person alleging the harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) business days of learning of the incident. Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer or designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Compliance Officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.~~

Investigation and Complaint Procedure

~~Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any~~ Any student who believes that ~~they have~~ s/he has been subjected to unlawful harassment may seek resolution of ~~the~~ his/her complaint through ~~the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated. either the informal or formal procedures as described below. Further, a process for investigating claims of harassment or retaliation and a process for rendering a decision regarding whether the claim of legally prohibited harassment or retaliation was substantiated are set forth below.~~

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

The ~~informal and formal~~ procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights.

Informal Complaint Procedure

The goal of the informal complaint procedure is to **promptly** stop inappropriate behavior and to ~~investigate and~~ facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who believes s/he has been unlawfully harassed or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. **The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.**

Students who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process.

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

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

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

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

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

The ~~Board's School District's~~ informal complaint procedure is designed to provide students who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the ~~Complainant student claiming unlawful harassment~~, informal resolution may involve, but not be limited to, one or more of the following:

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

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or ~~the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, if the student elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

~~The Complainant A student who believes s/he has been subjected to offensive conduct/harassment/retaliation hereinafter referred to as the Complainant,~~ may file a formal complaint, either orally or in writing, with a teacher, principal, or other District employee at the student's school, the Compliance Officer, Superintendent, or another District ~~official employee~~ who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a ~~formal~~ complaint within thirty (30) ~~calendar~~ days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District ~~official employee~~ at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment or retaliation,

that employee must report such information to the Compliance Officer ~~/or~~ designee within two (2) ~~business~~ days.

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

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

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

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

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

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

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

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

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

Absent extenuating circumstances, within ten (10) ~~school~~ days of receiving the report of the Compliance Officer ~~/or the~~ designee, the Superintendent must either issue a **written final** decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within ten (10) ~~school~~ days. At the conclusion of the additional investigation, the Superintendent shall issue a **final** written decision as described above.

~~{ } The decision of the Superintendent shall be final.~~

-

OR

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

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

[END OF OPTIONS]

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

[-X] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

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

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

Sanctions and Monitoring

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

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

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this~~

policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person from making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanction/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

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

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

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy.

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

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

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

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

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

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

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

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Legal

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

Book: Policy Manual
Title: NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code: po1422
Adopted: New Policy

1422 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

Definitions:

- Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

- Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

- Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

- District Community means students and **Board** District employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

- Day(s): Unless expressly stated otherwise, the term day or days as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours).

- For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

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District Compliance Officers

- The Board designates the following individuals to serve as the District's Compliance Officers (also known as Civil Rights Coordinators) (hereinafter referred to as the COs).

~~[DRAFTING NOTE: Neola suggests the Board School Districts are advised to appoint both a male and a female CO in order to provide Complainantscomplainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination/retaliation that pertains to the other CO.]~~

(Name)

Executive Director of Human Resources and Legal Services

(School District Title)

(734) 994-8100 extension 1311

(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103

(Office Address)

charmonhiggins@washtenawisd.org

(E-mail Address)

(Name)

Associate Superintendent

(School District Title)

(734) 994-8100 extension 1300

(Telephone Number)

1819 S. Wagner Road, Ann Arbor, Michigan 48103

(Office Address)

bmarcel@washtenawisd.org

(E-mail Address)

- The names, titles, and contact information of these individuals will be published annually on the School District's web site () and:

A. (X) in the staff handbooks.

A. ~~() in the School District Annual Report to the public.~~

-

B. ~~() on the School District's web site.~~

-

C. ~~() on each individual school's web site.~~

-

D. ~~() in the School District's calendar.~~

-

E. ~~() _____.~~

-
The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, **Title IX of the Education Amendment Act of 1972**, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. ~~() Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts.~~ **[END OF OPTIONS]** A copy of each of the Acts and regulations on which this notice is based **on is available upon request from the CO.** ~~based may be found in the CO's office.~~

Reports and Complaints of Unlawful Discrimination and Retaliation

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Employees are **required to** ~~encouraged to promptly~~ report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the ~~Board~~ District may address the conduct. ~~Any administrator, supervisor, or other District-level employee or official who receives such a report~~ **complaint** shall file it with the CO ~~() at his/her first convenience ()~~ within two ~~(2) school days.~~ **(2) business days.** All members of the School District community must report incidents of discrimination/retaliation that are reported to them, or have knowledge of, to the CO within two (2) ~~business~~ days of learning of the incident/conduct.

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

-
The COs will be available during regular ~~school/work hours~~ business days as defined above to discuss concerns related to unlawful discrimination/retaliation. COs shall accept **reports** ~~complaints~~ of unlawful discrimination/retaliation directly from any member of the School District community or a **Third Party,** ~~or received reports that are initially filed with another Board District employee, visitor to the District, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an~~

~~informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation).~~ Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to ~~the Complainant and the Respondent.~~ ~~any person who files a complaint.~~ In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

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

Investigation and Complaint Procedure (See Form 1422 F2)

- Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been ~~Any employee who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of ~~the his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims ~~of~~ discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

- The goal of the informal complaint procedure is to promptly stop ~~stop quickly~~ inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation. ~~believes s/he has been unlawfully discriminated or retaliated against.~~ This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually ~~parties (the~~

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

~~The Complainant~~ ~~Employees who believe that they have been unlawfully discriminated/retaliated against~~ may proceed immediately to the formal complaint process, and ~~the Respondent and CO's~~ individuals who participate in the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

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

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

- ~~An individual who believes s/he has been unlawfully discriminated/retaliated against~~ ~~A Complainant who alleges unlawful discrimination/retaliation~~ may make an informal complaint, either orally or in writing: (1) to an administrator; (2) directly to one of the COs; and/or (3) to the Superintendent.

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

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

- A. Advising the ~~Complainant~~ ~~individual~~ about how to communicate ~~his/her~~ concerns to the ~~Respondent~~ ~~person who allegedly engaged in the discriminatory/retaliatory behavior.~~
- B. Distributing a copy of Policy 1422 – Non-Discrimination ~~and Equal Employment Opportunity as a reminder~~ to the individuals in the school building or office where the ~~Respondent~~ ~~individual whose behavior is being questioned~~ works.
- C. If both parties agree, the CO may arrange and facilitate a meeting ~~or mediation between the Complainant and the Respondent to work out a mutual resolution.~~ ~~between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

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

Formal Complaint Procedure

- If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if ~~the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process, individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

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

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

- All formal complaints must include the following information to the extent ~~known it is available:~~ the identity of the ~~Respondent individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct;~~ a detailed description of the facts upon which the complaint is based ~~(i.e., when, where, and what occurred)~~; a list of potential witnesses; and the resolution sought by the Complainant.

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

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

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

- Simultaneously, the CO will inform the ~~Respondent that a formal individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the Respondent), that a~~ complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 1422 - Non-Discrimination **and Equal Employment Opportunity**. The Respondent must also be informed of the opportunity to submit a written response to the ~~formal~~ complaint within five (5) ~~business~~ days.

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

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

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

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

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

- If the Superintendent determines the **Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent** ~~Complainant was subjected to unlawful discrimination/retaliation, s/he~~ must identify what corrective action will be taken to stop, remedy, and

prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, and effective, and tailored to the specific situation.

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

OR

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

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

~~[END OF OPTIONS]~~

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

[X] The ~~parties~~ **Complainant** may be represented, at ~~their~~ ~~his/her~~ own cost, at any of the above-described meetings/hearings.

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

Privacy/Confidentiality

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

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as

part of an investigation is expected ~~not to~~ to not-disclose to ~~third parties~~ any information that ~~is learned or provided~~ ~~s/he learns and/or provides~~ during the course of the investigation.

Sanctions and Monitoring

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

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

Retaliation

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.~~

~~Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.~~

~~Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.~~

~~The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.~~

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

Education and Training

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

Retention of Investigatory Records and Materials

- **The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy.** All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel **or individuals contracted or appointed by the Board to fulfill its responsibilities** related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a

result of a violation of this policy;

-
- J. documentation of any **supportive** ~~interim~~ measures offered and/or provided to **the Complainant and/or Respondent**, ~~complainants and/or the alleged perpetrators~~, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
-
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
-
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student **Codes of Conduct** and/or Employee Handbooks ~~or Codes of Conduct~~);
-
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

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

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

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

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

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Legal

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

Fourteenth Amendment, U.S. Constitution

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

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

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

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

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

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

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

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

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

29 C.F.R. Part 1635

_Book: Policy Manual
Title: NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY
Code: po3122
Adopted: August 21, 2012

3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

District Compliance Officers

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

~~[DRAFTING NOTE: Neola suggests the Board School Districts are advised to appoint both a male and a female CO in order to provide Complainants complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination/retaliation that pertains to the other CO.]~~

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

-
(734) 994-8100 extension 1311
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
charmonhiggins@washtenawisd.org
(E-mail Address)

(Name)

Associate Superintendent
(School District Title)

-
(734) 994-8100 extension 1300
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site (x) and:

- A. ☒ in the staff handbooks.
- B. ~~☐ in the School District Annual Report to the public.~~
- C. ~~☐ on the School District's web site.~~
- D. ~~☐ on each individual school's web site.~~
- E. ~~☐ in the School District's calendar.~~
- F. ~~☐ _____.~~

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, ~~Title IX of the Education Amendment Act of 1972~~, Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. ~~☐ Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts.~~ **[END OF OPTIONS]** A copy of each of the Acts and regulations on which this notice is based is available upon request from the CO. ~~based may be found in the CO's office.~~

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to ~~encouraged to promptly~~ report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. ~~Any administrator, supervisor, or other District-level employee or official who receives such a report/complaint shall file it with the CO ☐ at his/her first convenience ☐ within two (2) school days.~~ All members of the School District community must report incidents of discrimination/retaliation that are reported to them, or have knowledge of, to the CO within two (2) business days of learning of the incident/conduct.

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

The COs will be available during regular ~~school/work hours business~~ business days as defined above to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports/complaints of unlawful discrimination/retaliation directly from any member of the School District community or a Third Party, ~~or received reports that are initially filed with another Board-District employee visitor to the District,~~

~~or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation).~~ Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. ~~any person who files a complaint.~~ In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. ~~All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.~~

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

Investigation and Complaint Procedure (See Form 3122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been ~~Any employee who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of the ~~his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

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

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

Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop ~~stop quickly~~ inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who alleges unlawful discrimination or retaliation. ~~believes s/he has been unlawfully discriminated or retaliated against.~~ This informal

procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the **Complainant and the Respondent mutually agree to participate in the informal process** parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

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

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

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

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

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

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

- A. Advising the **Complainant individual** about how to communicate **his/her** concerns to the **Respondent person who allegedly engaged in the discriminatory/retaliatory behavior**.
- B. Distributing a copy of Policy 3122 – Non-Discrimination **and Equal Employment Opportunity as a reminder** to the individuals in the school building or office where the **Respondent individual whose behavior is being questioned** works.

- C. If both parties agree, the CO may arrange and facilitate a meeting **or mediation between the Complainant and the Respondent to work out a mutual resolution.** ~~between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

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

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the **Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process,** ~~individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

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

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

All formal complaints must include the following information to the extent **known it is available**: the identity of the **Respondent** ~~individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct~~; a detailed description of the facts upon which the complaint is based **(i.e., when, where, and what occurred)**; a list of potential witnesses; and the resolution sought by the Complainant.

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

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the **Respondent.** ~~person who allegedly engaged in the misconduct.~~ In making such a determination, the CO should

consult the Complainant to assess ~~whether the individual agrees with~~ ~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions ~~deemed~~ ~~s/he deems~~ appropriate in consultation with the Superintendent.

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

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

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

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

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

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

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

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

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

-

OR

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

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

[END OF OPTIONS]

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

~~[-x]~~ The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

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

Privacy/Confidentiality

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

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

Sanctions and Monitoring

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

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

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

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

~~aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Education and Training

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

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

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

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

- ~~N. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~
- ~~O. () copies of any notices sent to the alleged Respondent ~~perpetrator/responding party~~ of the allegations constituting a potential violation of this policy;~~
- ~~P. () copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~
- ~~Q. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent ~~complainant or the alleged perpetrator~~~~

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

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

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Legal

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

Fourteenth Amendment, U.S. Constitution

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

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

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

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

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

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

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

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

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

29 C.F.R. Part 1635

Book: Policy Manual

Section: Nondiscrimination/Anti-Harassment Policies Update - February 2021

Title: NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

Code: po4122

4122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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

Definitions:

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means a business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, full-time National Guard duty. It also includes the period of time for which a person is absent

from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

District Compliance Officers

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

[DRAFTING NOTE: Neola suggests the Board ~~School Districts are advised to~~ appoint both a male and a female CO in order to provide Complainants ~~complainants~~ with the option to report their concerns to an individual of the gender with which they feel most comfortable. The COs may also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinator. Additionally, by appointing two (2) COs, there should always be a CO available to investigate a claim of discrimination/retaliation that pertains to the other CO.]

(Name)

Executive Director of Human Resources and Legal Services
(School District Title)

-
(734) 994-8100 extension 1311
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
charmonhiggins@washtenawisd.org
(E-mail Address)

(Name)

Associate Superintendent
(School District Title)

-
(734) 994-8100 extension 1300
(Telephone Number)

-
1819 S. Wagner Road, Ann Arbor, Michigan 48103
(Office Address)

-
bmarcel@washtenawisd.org
(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's web site () and:

A. ~~(X)~~ in the staff handbooks.

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

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

D. ~~() on each individual school's web site.~~

~~() in the School District's calendar.~~

F. ~~()~~ _____.

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination/retaliation or denial of equal access. The COs shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, ~~Title IX of the Education Amendment Act of 1972,~~ Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members and the general public. () Any sections of the District's collective bargaining agreements dealing with hiring, promotion, and tenure need to contain a statement of nondiscrimination similar to that in the Board's statement above. In addition, any gender-specific terms should be eliminated from such contracts. [END OF OPTIONS] A copy of each of the Acts and regulations on which this notice is based is available upon request from the CO. ~~based may be found in the CO's office.~~

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are required to ~~encouraged to promptly~~ report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other District-level official so that the Board may address the conduct. ~~Any administrator, supervisor, or other District-level employee or official who receives such a report/complaint shall file it with the CO () at his/her first convenience () within two (2) school days.~~ All members of the School District community must report incidents of discrimination/retaliation that are reported to them, or have knowledge of, to the CO within two (2) business days of learning of the incident/conduct.

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

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

Any ~~Board~~ District employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any ~~Board~~ District employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the Complainant ~~employee~~ within two (2) ~~business~~ days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 4122 F2)

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been ~~Any employee who believes that s/he has been~~ subjected to unlawful discrimination or retaliation may seek resolution of the ~~his/her~~ complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged ~~should make every effort~~ to file a complaint within thirty (30) ~~calendar~~ days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to **promptly stop** ~~stop quickly~~ inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who **alleges unlawful discrimination or retaliation** ~~believes s/he has been unlawfully discriminated or retaliated against~~. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the **Complainant and the Respondent mutually** ~~parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination)~~ agree to participate in it.

The Complainant ~~Employees who believe that they have been unlawfully discriminated/retaliated against~~ may proceed immediately to the formal complaint process and individuals who **participate in** ~~seek resolution through~~ the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community **and against** a student will be formally investigated.

As an initial course of action, if **a Complainant feels comfortable and safe** ~~an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe~~ doing so, the individual should tell or otherwise inform the **Respondent that** ~~person who engaged in~~ the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The **Complainant** ~~complaining individual~~ should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel **the Complainant** ~~individuals~~ when taking this initial step or to intervene on behalf of the individual if requested to do so. **A Complainant** ~~An individual~~ who is uncomfortable or unwilling to **directly approach the Respondent about the inappropriate conduct** ~~may file~~ **inform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing** an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination **(e.g., sex discrimination)** ~~, such as sexual discrimination~~, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against **A Complainant who alleges unlawful discrimination/retaliation** may make an informal complaint, either orally or in writing: (1) to a building administrator; (2) directly to one of the COs; and/or (3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide **the Complainant** ~~employees who believe they are being unlawfully discriminated/retaliated against~~ with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint

and the wishes of the **Complainant**, ~~individual claiming unlawful discrimination/retaliation,~~ informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the **Complainant** ~~individual~~ about how to communicate ~~his/her~~ concerns to the **Respondent**, ~~person who allegedly engaged in the discriminatory/retaliatory behavior.~~
- B. Distributing a copy of Policy 4122 – Non-Discrimination **and Equal Employment Opportunity** as ~~a reminder~~ to the individuals in the school building or office where the **Respondent** ~~individual whose behavior is being questioned~~ works.
- C. If both parties agree, the CO may arrange and facilitate a meeting **or mediation between the Complainant and the Respondent to work out a mutual resolution.** ~~between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.~~

While there are no set time limits within which an informal complaint must be resolved, the CO or designee ~~is directed will exercise his/her authority~~ to attempt to resolve all informal complaints within fifteen (15) ~~business~~ days of receiving the informal complaint. ~~If the Complainant is~~ **Parties who are** dissatisfied with ~~the results of~~ the informal complaint process, **the Complainant** may proceed to file a formal complaint and, as stated above, **either party** ~~parties~~ may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the **Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution through the informal process,** ~~individual elects to file a formal complaint initially,~~ the formal complaint process shall be implemented.

A Complainant ~~An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"),~~ may file a formal complaint, either orally or in writing, with a principal, the CO, Superintendent, or other District **official level employee**. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a **formal** complaint within thirty (30) ~~calendar~~ days after the conduct occurs. If a Complainant informs a principal, Superintendent, or other District **official level employee**, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO **/designee** within two (2) ~~business~~ days.

Throughout the course of the process, the CO should keep the parties **reasonably** informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent **known it is available**: the identity of the **Respondent** ~~individual believed to have engaged in, or be engaging in, the discriminatory/retaliatory conduct~~; a detailed description of the facts upon which the complaint is based **(i.e., when, where, and what occurred)**; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the **Respondent.** ~~person who allegedly engaged in the misconduct.~~ In making such a determination, the CO should consult the Complainant to assess **whether the individual agrees with** ~~his/her agreement to~~ the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions **deemed** ~~s/he deems~~ appropriate in consultation with the Superintendent.

Within two (2) ~~business~~ days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the **Respondent that a formal** ~~individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that~~ a complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 4122 - Non- Discrimination **and Equal Employment Opportunity.** The Respondent must also be informed of the opportunity to submit a written response to the **formal** complaint within five (5) ~~business~~ days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) ~~business~~ days of receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO ~~/or the~~ designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the **Respondent has engaged in unlawful harassment/retaliation of the Complainant.** ~~Complainant has been subjected to unlawful discrimination/retaliation.~~ The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used. ~~(-)~~ The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) ~~business~~ days of receiving the report of the CO or the designee, the Superintendent must either issue a ~~written~~ **final** decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

If the Superintendent determines the **Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent** ~~Complainant was subjected to unlawful discrimination/retaliation, s/he~~ must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate, and effective, and tailored to the specific situation.

~~[] The decision of the Superintendent shall be final.~~

OR

~~[]~~ **[X]** A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) ~~business~~ days of **the party's** ~~his/her~~ receipt of the Superintendent's ~~final~~ decision.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) ~~business~~ days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each concerned party within ten (10) ~~business~~ days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

[X] The ~~parties~~ **Complainant** may be represented, at ~~their~~ **his/her** own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies. ~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.~~

Privacy/Confidentiality

The ~~School~~ District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. **Additionally, the Respondent must be provided the Complainant's identity. All Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).**

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected ~~not to~~ **to not** disclose to third parties any information that **is learned or provided** ~~s/he learns and/or provides~~ during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful discrimination **/retaliation** by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

~~Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.~~

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent ~~or designee~~ shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy.

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);
- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any **supportive interim** measures offered and/or provided to **the Complainant and/or Respondent** ~~complainants and/or the alleged perpetrators~~, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student **Codes of Conduct** and/or Employee Handbooks ~~or Codes of Conduct~~);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

~~**[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]**~~

- N. ~~(**)**) documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**~~

- ~~Q. () documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;~~
-
- ~~P. () copies of any notices sent to the alleged Respondent perpetrator/responding party of the allegations constituting a potential violation of this policy;~~
-
- ~~Q. () copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;~~
-
- ~~R. () copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent, complainant or the alleged perpetrator~~

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal

M.C.L. 37.2101 et seq., 37.1101 et seq.

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

34 C.F.R. Part 110 (7/27/93)

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

42 U.S.C. 2000e et seq., Civil Rights Act of 1964

29 U.S.C. 701 et seq., Rehabilitation Act of 1973 as amended

29 C.F.R. Part 1635



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SCHOOL LAW NOTES

FEBRUARY 29, 2024

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ROBERT A. DIETZEL
KATHERINE WOLF BROADDUS
DANIEL R. MARTIN
JENNIFER K. STARLIN
TIMOTHY T. GARDNER, JR.
IAN F. KOFFLER
FREDRIC G. HEIDEMANN
GORDON W. VAN WIENEN, JR. (OF COUNSEL)
LISA L. SWEM (OF COUNSEL)

RYAN J. NICHOLSON
CRISTINA T. PATZELT
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ESSER Funds: Use Them or Lose Them!

In 2020 and 2021, Congress enacted several relief packages allocating almost \$200 billion nationally to support public schools during the COVID-19 pandemic and its aftermath. Those appropriations derive from the Elementary and Secondary School Emergency Relief (ESSER) Fund, issued in phases known as ESSER I, ESSER II, and ESSER III (or the American Rescue Plan ESSER). Reportedly, MDE has received and allocated at least 90% of approximately \$5.6 billion dollars in ESSER funds to local schools.

As ESSER grants wind down, school officials should be aware of upcoming deadlines to avoid forfeiting funds. Schools must "obligate" ESSER grant money to eligible programs and expenditures by specific deadlines. Funds are obligated on the date the school enters into a written binding agreement for services. The obligation deadlines for ESSER I and ESSER II funds have passed, but the ESSER III obligation deadline is **September 30, 2024**.

Obligation deadlines are *not* eligible for extension. If your school has not yet obligated all of its ESSER III grant money, now is the time to refer back to the school's ESSER III [Use of Funds Plan](#) to identify additional projects.

In addition to the obligation deadline, school officials must ensure satisfaction of the liquidation deadline. Schools must spend, or liquidate, the funds by **December 30, 2024**.

Unlike the obligation deadline, the ESSER III funds liquidation deadline is eligible for extension, as explained in MDE's September 28, 2023 [memo](#) to Michigan public schools. MDE will receive liquidation extension requests for ESSER III funds between October 1, 2024 and December 1, 2024, and evaluate whether to submit requests to the U.S. Department of Education (DOE).

Extensions, if granted, provide up to an additional 14 months to liquidate obligated funds. In January 2024, the DOE released an updated [extension request form](#) for ESSER III funds. That form requires MDE, on behalf of individual schools, to list examples of supporting documentation and to provide a cover letter explaining how the ESSER III liquidation extension request contributes to the "acceleration of academic success for students, including those furthest from opportunity and with the greatest need." The extension form also asks for an "explanation" for late liquidation and a description of measures taken to liquidate in a timely fashion. DOE has issued [guidance](#) identifying situations that might warrant an extension.

The ESSER III allocations were the largest of the COVID-19 relief funds, so the **September 30, 2024** deadline is critical for schools to obligate those funds. Schools not expecting to spend the funds by the December 30, 2024 liquidation deadline should submit an extension request to MDE within the October 1 - December 1 window.

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Newly Effective PERA Disclosure Requirements

Public Act 236 of 2023, effective February 13, 2024, adds Section 11a to the Public Employment Relations Act. Section 11a requires within 30 days after hiring a bargaining unit employee, a school must provide employee information to the union representing that bargaining unit regardless of the employee's dues paying status. Additionally, every 90 days a school must provide that information to each bargaining unit employee's union. Section 11a does not specify when the 90-day period starts. Therefore, schools should consider providing the first notice within 90 days of Section 11a's effective date (February 13, 2024) and every 90 days after that first notice.

The statute lists the following employee information schools must provide within 30 days of hire and every 90 days thereafter:

- first, middle, and last name
- department or agency
- classification
- primary work location address
- home address, unless the employee has a confidential address under the Address Confidentiality Program Act, in which case the school must provide the designated address assigned
- personal telephone number
- personal email address
- work email address
- hire date
- employee identification number, if applicable
- part-time or full-time employment status
- wage

Section 11a does not specify a penalty for non-compliance. But schools should still comply to mitigate against the risk of an unfair labor practice charge.

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Probationary Teacher Non-Renewal Timelines

To avoid an unintended contract extension or obtainment of tenure, school officials must follow the applicable timelines and procedures to non-renew a probationary teacher's contract.

Probationary Period

Amendments to RSC Section 1249 (teacher evaluation) and to the Teachers' Tenure Act (probationary period for non-tenured teachers) take effect July 1, 2024. For the rest of this school year, RSC Section 1249 remains unchanged. Teachers must serve an initial five-year probationary period and receive an

"effective" or "highly effective" evaluation rating on their three most recent performance evaluations to acquire tenure. This five-year probationary period is reduced to four years if a teacher is rated "highly effective" on three consecutive annual year-end performance evaluations. If a teacher previously acquired tenure with another Michigan public school, the probationary period is only two years, unless reduced in duration or waived to allow immediate tenure.

School officials must accurately compute the probationary period and apply the correct timelines for non-renewal. Different timelines apply depending on a teacher's hire date or if a lengthy leave of absence or layoff interrupts the probationary period. We recommend that school officials create and regularly monitor a chart that identifies each teacher's hire date, status as a previously tenured teacher, annual performance evaluation ratings, and expected date for acquiring tenure.

Non-Renewal

The Tenure Act states that "before the end of each school year, the controlling board shall provide the probationary teacher with a definite written statement as to whether or not the teacher's work has been effective." The Michigan Supreme Court has established June 30 as the uniform date for the end of the school year for Tenure Act purposes. For a teacher hired after the start of a school year, however, the hire date (known as the "anniversary date") defines the end of the teacher's probationary period, which is measured in "full school years."

For a probationary teacher who previously acquired tenure in another Michigan public school and is on the two-year probationary cycle, the teacher must receive a non-renewal notice at least 60 days before the end of the probationary period (i.e., May 1 or 60 days before the anniversary date). The board must authorize the non-renewal and provide written notice of non-renewal to the teacher. For all other probationary teachers, the teacher must receive written notice of non-renewal at least 15 days before the end of the school year (i.e., June 15 or 15 days before the anniversary date).

Administrators must allow sufficient time for the board to act to non-renew a probationary teacher's contract and to provide written notice to that teacher within these timelines. The common belief that a school board "grants" tenure to a probationary teacher is not accurate. Rather, a probationary teacher automatically acquires tenure by operation of law upon the successful completion of the probationary period, unless the school board timely acts to non-renew the contract.

Although non-renewal is within the board's discretion, school officials must comply with statutory

procedures, timelines, and criteria to successfully non-renew a probationary teacher's contract. For example, administrators must ensure that the probationary teacher:

- (1) was evaluated in compliance with RSC Section 1249 and board policy;
- (2) had an individual development plan in place for each year from the start of the probationary period;
- (3) received a mid-year review; and
- (4) received multiple classroom observations and ample opportunity to improve consistent with the Tenure Act.

School officials must follow the applicable timelines and procedures required to properly make these important personnel decisions to avoid unintended consequences.

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Independent Contractor Rule Updated

The U.S. Department of Labor (DOL) recently published a final [Independent Contractor Rule](#), effective March 11, 2024, which revises guidance on determining whether an individual is an employee or independent contractor under the Fair Labor Standards Act (FLSA).

The National Labor Relations Board (NLRB), a federal agency whose standards the Michigan Employment Relations Commission often adopts, also revised its independent contractor standard. Effective March 11, 2024, DOL and NLRB will use the same analysis to determine whether an individual is an independent contractor or an employee. This analysis is important because misclassifying an individual as an independent contractor can result in penalties to a school for failing to: (1) deduct employment-related taxes, (2) make required retirement contributions, (3) offer insurance coverage, and (4) pay minimum wage, overtime, and paid leave.

Previously, the DOL's 2021 independent contractor analysis relied on two (core) factors, control and opportunity for profit or loss. The 2024 final rule instead uses a totality of the circumstances economic reality test by which all factors are weighed equally.

The 2024 final rule aligns with Michigan courts' current analysis, which follows an "economic realities test." This test is consistent with the final rule under the FLSA, and includes the following factors: (1) opportunity for profit or loss depending on managerial skill, (2) investments by the worker and potential employer, (3) degree of permanence of the work relationship, (4) nature and degree of control, (5) extent to which the work performed is an integral part

of the potential employer's business, and (6) skill and initiative.

To reduce the risk of incurring penalties for making an erroneous designation, school officials should carefully consider these factors and exercise caution when designating an individual as an independent contractor. For example, an independent contractor who provides counseling, speech therapy, or other specialized services to students on a full-time basis could be classified as an employee if that contractor works the full school year and school employees direct the contractor on how and when to complete tasks.

If you are unclear about the employee or independent contractor status of an individual, please contact your Thrun labor and employment attorney for assistance.

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Court Dismisses Teacher's Claims Against School Regarding Mask Mandate

The Michigan Court of Appeals recently ruled in favor of a school's COVID-19 mask mandate. The court affirmed the dismissal of a lawsuit in which a teacher alleged disability discrimination and whistleblower retaliation after the school refused to exempt her from the mask mandate and reprimanded her for noncompliance. *Tyler v Kalamazoo Pub Schs*, COA Docket No. 363249 (January 18, 2024).

For the 2021-22 school year, the Kalamazoo Public Schools (KPS) board of education adopted a policy that required its employees to wear masks at school. Teacher Patricia Tyler opposed the mandate and took a 7-day leave of absence under the Family and Medical Leave Act.

Upon returning, Tyler provided KPS with two doctors' notes. One stated that she required "ample mask breaks when safely able to do so" due to overheating and anxiety; the other identified her return-to-work date. Neither note stated that Tyler should be exempt from the mask mandate, nor did they say that she had a disability that required more than intermittent mask breaks when safely able to do so. In response, KPS allowed Tyler to take breaks from mask wearing between classes and on her lunch break, but did not exempt her from the mandate at all times.

In February 2022, Michigan Department of Health and Human Services and the Centers for Disease Control scaled back their mask advisory for indoor settings. Tyler then requested a mask exemption at all times based on her previous doctors' notes. KPS denied the request. Tyler sued, asserting that KPS exceeded its statutory authority by imposing a mask mandate and that KPS unlawfully ignored her medical exemption.

Two days later, Tyler refused to wear a mask in front of students and in common areas. She told KPS administration that she “didn’t want to” wear a mask. KPS placed Tyler on paid administrative leave pending the outcome of an investigation and later issued a letter of reprimand for insubordination. At the end of the school year, KPS rescinded its mask mandate. Tyler amended her lawsuit to add that KPS violated Michigan’s Persons with Disabilities Civil Rights Act (PWDCRA) and the Whistleblowers’ Protection Act (WPA).

KPS moved to dismiss the case, asserting that no material issues of fact existed supporting the PWDCRA and WPA claims. In other words, KPS claimed the parties did not dispute the factual issues, but Tyler’s claims still failed. Additionally, KPS argued the claims became moot with the mask mandate’s rescission. The trial court agreed and dismissed the case. Tyler appealed. The Michigan Court of Appeals agreed that the mask rescission rendered the case moot, but still analyzed the individual claims.

PWDCRA Claim

Under the PWDCRA, a “disability” is a physical or mental impairment that substantially limits a major life activity. Establishing a discrimination claim requires the employee to prove that: (1) the employee was disabled, (2) the employee’s disability was unrelated to the ability to perform job duties, and (3) the employee was discriminated against based on the disability.

The Court of Appeals found that although anxiety may be a mental impairment that substantially limits a major life activity, Tyler failed to present evidence that mask wearing “induced anxiety that substantially limited her work, sleep, or breathing.” Tyler therefore did not establish that she was disabled and her claim failed.

WPA Claim

Under the WPA, an employer may not discharge, threaten, or otherwise discriminate against an employee who reports or is about to report a violation or suspected violation of a law, unless the employee knows that the report is false. Establishing a WPA claim requires the employee to prove that: (1) the employee engaged in protected activity, (2) the employee was discharged or discriminated against, and (3) a causal connection existed between the protected activity and the discharge or discrimination.

The Court of Appeals ruled that Tyler failed to establish the second and third elements of a WPA claim. Although KPS placed Tyler on paid administrative leave and issued a letter of reprimand, she did not experience a loss of pay, demotion, or any other adverse action. Tyler also failed to establish a causal connection between the protected activity and the alleged

discrimination. The court held that a closeness in time between protected activity and adverse action is not sufficient by itself to satisfy the required causal connection.

While the COVID-19 pandemic may have ended, this decision reminds school officials to exercise caution when handling disability accommodation requests. School officials should maintain records of each step of the accommodation request process, including the medical documentation received and school action taken. Before disciplining an employee who potentially engaged in a protected activity, such as reporting a violation of the law or challenging a board policy, please contact legal counsel.

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Filling You In on Oral Health Assessment Requirements

The Michigan Department of Health and Human Services (MDHHS) demands the tooth, the whole tooth, and nothing but the tooth! Recently, the Michigan Legislature passed Public Act 316 of 2023, which amends the Public Health Code to require a child’s parent, guardian, or person *in loco parentis* (i.e., the person legally responsible for the child) to provide a dental oral assessment for the child before the child’s first school enrollment.

Beginning with the 2024-2025 school year, a parent registering a child for the first time in kindergarten or first grade must have the child undergo a dental oral assessment (i.e., dental screening). The assessment must occur within six months before the start of school.

This assessment can be conducted by: (1) a dentist or dental hygienist selected by the parent, (2) a qualified professional working through the local health department, or (3) at a pre-enrollment event (i.e., school registration). An assessment done at a local health department is free. If follow-up is necessary, the dental professional must give the parent a written statement that further treatments are required.

At the time of school registration or not later than the first day of school, a parent must provide to the school either a written statement on [MDHHS Form-6067](#) from the dental professional or a written statement of exemption stating this requirement violates the parent’s personal religious beliefs. If the required statements are not provided, a school *cannot* exclude a child from attendance.

The school must keep a record of each child’s assessment. Beginning in 2024, by **November 1** of each year, the principal or administrator of each school must give MDHHS a summary of dental reports at the time new kindergarten and first grade students enter school.

The reports must be on forms provided by MDHHS, which have not yet been created.

MDHHS further encourages schools to include information about dental assessments and the MDHHS Form 6067 in school registration packets and other distribution channels (i.e., social media, parent letters) to raise awareness about the requirements and the importance of good oral health.

For more information about the Kindergarten Oral Health Assessment (KOHA) Program, please visit the [MDHHS KOHA website](#) or contact MDHHS at MDHHS-KOHA@michigan.gov.

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No Parental Right to Opt Out of State Assessments

In the spring, students prepare for and take the Michigan Student Test of Educational Progress (M-STEP). Some parents will submit opt-out requests to exempt their children from the M-STEP and other standardized tests, asserting opting out is their legal right.

Michigan schools have no legal obligation to grant testing opt-out requests. The Revised School Code grants parents opt-out rights only for sex education and instruction in the characteristics or symptoms of diseases. Accordingly, schools may deny parent opt-out requests that do not fall within these mandates.

Federal law similarly does not support a testing opt-out right. The Sixth Circuit Court of Appeals held that the “timing and content of examinations . . . are generally committed to the control of state and local authorities.” While recognizing a parent’s right to be involved in their child’s education, many federal court decisions acknowledge a school’s ultimate authority to control the manner and content of instruction.

In a [memo dated March 26, 2015](#), MDE stated that “there is no official ability in state or federal law for parents to have their child opt out of the assessments, without counting against their school and district’s participation rates.”

In a [March 2023 letter](#), MDE State Superintendent Michael Rice echoed this point:

While we support parents in making choices for their children, there is no “opt-out” of state assessments under state or federal law. Students who are not assessed will count against their school’s required 95 percent participation rate, which will create an incomplete picture of their school’s performance.

The legal standard is clear. There is no opt-out right from the M-STEP or other examinations. When a student is absent, either intentionally or unintentionally, during part(s) of a standardized test, school officials should consider arranging to have the student complete the missed part(s) in a makeup session. If you receive an opt-out request from a parent or organization, please contact a Thrun attorney to discuss an appropriate response.

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New Special Education Guidance

MDE recently issued two new special education guidance documents: “[Least Restrictive Environment: Nonacademic Settings](#)” and “[Intersection of McKinney-Vento Homeless Assistance Act and the Individuals with Disabilities Education Act \(IDEA\)](#).”

In December 2023, MDE issued “Least Restrictive Environment: Nonacademic Settings,” which analyzes the IDEA’s least restrictive environment mandate in the context of nonacademic and extracurricular settings. This mandate requires that schools provide opportunities for students with disabilities to participate in nonacademic and extracurricular services and activities with nondisabled students to the maximum extent appropriate to the student’s needs. To ensure access, the student’s IEP Team determines which supplementary aids, services, and accommodations are appropriate and necessary.

Nonacademic and extracurricular services and activities may include athletics, transportation, health services, recreational activities, and school-sponsored special interest groups or clubs. Students with disabilities are not guaranteed a position on a competitive team or club activity; rather, requirements apply uniformly to students with and without disabilities.

In January 2024, MDE issued “Intersection of McKinney-Vento Homeless Assistance Act and the Individuals with Disabilities Education Act.” This question-and-answer guidance addresses issues that involve both federal acts.

McKinney-Vento defines “homeless children and youth” broadly as children and youth who:

- share housing of other persons due to housing loss, economic hardship, or similar reason;
- live in motels, hotels, trailer parks, or campgrounds due to the lack of adequate alternative accommodations;
- live in emergency or transitional shelters;
- are abandoned in hospitals;
- have a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including

cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;

- live in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- are migratory children living in the above situations.

The guidance also explains when students experiencing homelessness should attend their “school of origin” or “school of residency.” Several factors determine this issue, including the student’s best interests and the parent or guardian’s preference. The questions and answers in this guidance are fact-intensive. We recommend school officials review them carefully.

The MDE guidance document identifies various resources for schools assisting a student with a disability who is experiencing homelessness. MDE’s [website](#) contains additional related resources, including a list of regional coordinators.

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Comprehensive Title IX Sexual Harassment Training

Thrun Law Firm is offering its Comprehensive Title IX Sexual Harassment Training on March 6, 2024. This webinar satisfies training requirements for all K-12 employees who serve as Title IX Coordinators, Investigators, Decision-Makers, Informal Resolution Facilitators, or Appeals Officers under the current Title IX Grievance Process. Once the anticipated new federal regulations are published, we expect that additional or different training will be required. The publication date for the new regulations remains unknown. A detailed description of the webinar and the cost to attend is included on the attached registration form. We hope to see you there!

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Date	Organization	Attorney(s)	Topic
March 1, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Teacher Placement, Layoff, and Recall Webinar
March 5, 2024	MSP School Safety Academy	Jessica E. McNamara	School Safety Legal Considerations
March 6, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Special Education Evaluations: It's Not Only About Eligibility Webinar
March 6, 2024	Thrun Law Firm, P.C.	Jennifer K. Starlin Cristina T. Patzelt	Title IX Comprehensive Training Webinar
March 7, 2024	Monroe County ISD	Michele R. Eaddy	Section 504
March 7 & 8, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Policy Implementation Meetings Webinar
March 8, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Teacher Evaluation and Merit Pay Webinar
March 13, 2024	SWMBO	Raymond M. Davis	Managing the New Labor Law Changes
March 14, 2024	MNA Spring Conference	Katherine Broaddus	Contract Language from the Past Offers a Window to the Future – Pre-2011 Examples to Use and Avoid
March 14, 2024	MNA Spring Conference	Raymond M. Davis	Unprohibited Subjects Revisited
March 14, 2024	MNA Spring Conference	Lisa L. Swem	Top Ten Priorities at the Table
March 14, 2024	MSBO Labor Conference	MaryJo D. Banasik	Employment Relationships/ Employee Evaluations, Due Process and Discipline
March 14, 2024	MSBO Labor Conference	MaryJo D. Banasik	Common Contract Issues for School Officials
March 14, 2024	MSBO Labor Conference	Ryan J. Murray	Collective Bargaining and Public Employee Relations Act (PERA)
March 14, 2024	MSBO Labor Conference	Piotr M. Matusiak Kelly S. Bowman	Personnel Records
March 14, 2024	MSBO Labor Conference	Piotr M. Matusiak	Disabilities and Accommodations and Family Medical Leave Act (FMLA)

Date	Organization	Attorney(s)	Topic
March 14, 2024	MSBO Labor Conference	Timothy T. Gardner, Jr.	Workplace Discrimination Issues/Teachers' Tenure Act
March 14, 2024	MSBO Labor Conference	Mackenzie D. Flynn	Workplace Privacy Considerations
March 14, 2024	MSBO Labor Conference	Cathleen M. Dooley	Sexual Harassment
March 15, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Dues Deduction and Teacher Discipline Webinar
March 15, 2024	MNA Spring Conference	Robert A. Dietzel	Legal Update
March 20, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	On Notice! Drafting Prior Written Notices that Cover Your Legal Bases Webinar
March 21, 2024	MASA Region VII	Raymond M. Davis	New Labor Law Changes
April 3, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Developing Legally Compliant IEPs = FAPE Webinar
April 9, 2024	MSP School Safety Academy	Jessica E. McNamara	School Safety Legal Considerations
April 16, 2024	Oakland Schools	Michele R. Eaddy	Special Education Discipline
April 17, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	LRE and Placement – Considering the Full Continuum Webinar
April 19, 2024	Calhoun ISD	Raymond M. Davis	Legal Update
April 23, 2024	MSBO	Piotr M. Matusiak	Grievance Management: Effective Strategies for Collective Bargaining Agreement Disputes (8:30 a.m. – 9:30 a.m.)
April 23, 2024	MSBO	Ryan J. Nicholson	A Year in the Life of a Business Official: From Budget Hearings to Election Deadlines (8:45 a.m. – 9:45 a.m.)
April 23, 2024	MSBO	Timothy T. Gardner, Jr.	Collective Bargaining: Innovations and Advanced Strategies (9:30 a.m. – 10:30 a.m.)

Date	Organization	Attorney(s)	Topic
April 23, 2024	MSBO	Katherine Broaddus	Reintroduction of Prohibited Subjects of Bargaining and How It Affects Negotiations (10:55 a.m. – 11:45 a.m.)
April 23, 2024	MSBO	Daniel R. Martin Jennifer K. Starlin	Legal Update (1:15 p.m. – 2:00 p.m.)
April 24, 2024	MSBO	Christopher J. Iamarino	Arbitrage Rebate Compliance and Strategies for Bonds in the Current Interest Rate Environment (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	Michael D. Gresens Mackenzie D. Flynn	Cash Flow and Short-Term Borrowing Options (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	Ian F. Koffler	Practical Implementation of the Inflation Reduction Act (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	Daniel R. Martin Jennifer K. Starlin	Legal Update (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	MaryJo D. Banasik Austin M. DeLano	Collective Bargaining Basics (9:20 a.m. – 10:20 a.m.)
April 24, 2024	MSBO	Fredric G. Heidemann	Construction: Dealing with Material and Performance Delays (10:40 a.m. – 11:40 a.m.)
April 24, 2024	MSBO	Ryan J. Nicholson	Booster Clubs and Support Groups: Limiting Potential Liability (10:40 a.m. – 11:40 a.m.)
April 24, 2024	MSBO	Cathleen M. Dooley	Employee Leave and Compensation: Get It Right or Pay the Price (10:40 a.m. – 11:40 a.m.)

Date	Organization	Attorney(s)	Topic
April 24, 2024	MSBO	MaryJo D. Banasik Austin M. DeLano	Everything You Need to Know About Employment Contracts (10:40 a.m. – 11:40 a.m.)
April 24, 2024	MSBO	Timothy T. Gardner, Jr.	Payroll Processing and Legal Compliance (10:40 a.m. – 11:40 a.m.)
April 24, 2024	MSBO	Jennifer K. Starlin Piotr M. Matusiak	Pupil Accounting Fundamentals (10:40 a.m. – 11:40 a.m.)
April 25, 2024	MSBO	Piotr M. Matusiak Mackenzie D. Flynn	The Bond Passed: Now What About Construction Contracts? (8:20 a.m. – 9:30 a.m.)
April 25, 2024	MSBO	Michael D. Gresens	Get to Know the L4029 and Other Property Tax Issues (8:20 a.m. – 9:30 a.m.)
April 25, 2024	MSBO	Daniel R. Martin	Recent Developments in Labor and Employment Law (8:20 a.m. – 9:30 a.m.)
April 25, 2024	MSBO	Raymond M. Davis	Collective Bargaining: Innovations and Advanced Strategies (8:20 a.m. – 9:30 a.m.)
April 25, 2024	MSBO	Ian F. Koffler	Lessons Learned: Community Engagement During a Successful Bond Campaign (9:40 a.m. – 10:40 a.m.)
April 25, 2024	MSBO	Ryan J. Nicholson	Cybersecurity: An Overview (1:15 p.m. – 2:30 p.m.)
April 25, 2024	MSBO	Ryan J. Murray	Unemployment Claims 101 (1:15 p.m. – 1:45 p.m.)
April 30, 2024	MASA School Safety Summit	Jessica E. McNamara	School Safety Legal Considerations
May 1, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Avoiding Mistakes in the MDR Process Webinar

Date	Organization	Attorney(s)	Topic
May 6, 2024	MPAAA	Jennifer K. Starlin	Legal Update
May 15, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Responding to State, OCR, and Due Process Complaints Webinar
June 13 & 14, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Policy Implementation Meetings Webinar
August 5, 2024	Charlevoix-Emmet ISD	Lisa L. Swem	School Law Update
August 7, 2024	UP Administrators Academy	Lisa L. Swem	School Law Update
September 5 & 6, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Policy Implementation Meetings Webinar
December 5 & 6, 2024	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Policy Implementation Meetings Webinar