

## **BYLAWS AND POLICIES**

### **Education Department General Administrative Regulations (EDGAR)**

In December 2014, the U.S. Department of Education (ED) released the newly updated Education Department General Administrative Regulations (EDGAR). This major rewrite of the regulations was issued after nearly 40 years of very little change in the compliance measures that federally funded programs must meet. The regulations cover the application process, financial management, procurement, inventory management, time and effort, allowability, record retention, program oversight, audit requirements, and audit resolution.

These revisions will require some revision to current policies and the addition of several new policies. The greatest focus, however, will be on compliant written procedures relative to many of the financial and program management functions. These procedures will necessarily be district-specific, providing a clear picture of how these functions are carried out in the District.

Neola has conducted a thorough review of policy and administrative guidelines templates and will be providing appropriate revisions and additions in this update and in future updates to assist districts in meeting compliance standards put forth by EDGAR. Significant work, however, will be necessary for each district to draft the required procedures for a variety of functions. Neola will, upon request, process and post districts' procedures/manuals as electronic links to provide for convenient flow from policy to administrative guidelines to district procedure.

**Bylaw 0144.3 – Conflict of Interest (Revised)**

**Policy 1130/3110/4110 – Conflict of Interest (Revised)**

**Policy 6110 – Grant Funds (Revised)**

**Policy 6111 – Internal Controls (New)**

**Policy 6320 – Purchasing (Revised)**

**Policy 6550 – Travel Payment & Reimbursement (Revised)**

**Policy 8500 – Food Services (Revised)**

These policies should be reviewed and options considered, specifically in order to be in compliance with audit standards regarding the expenditure of funds and implementation of Federal programs.

**Bylaw 0175.1 – School Board Conferences, Conventions, and Workshops (Revised)**

These revisions are required by Public Act 477 of 2014 with regard to board member expense reimbursement and public reporting requirements. The law requires the board to adopt a policy regarding allowable expenses.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies.

**Policy 1420 – School Administrator Evaluation (Revised)**

Revisions to this policy reflect the provisions of Public Act 257 of 2014.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies.

**Policy 1217 (New)**

**Policy 3217/4217/5772 – Weapons (Revised)**

These policies address possession of weapons by administrators, staff, support staff, and students. Current policies already prevent possession by these individuals. The revisions provide some clarification of the application of these policies to athletic events and the full scope of weapons as defined by the federal statute. The revisions also add an option for a district to allow firearms that are lawfully stored inside a locked vehicle in school parking areas if the District adopts appropriate safeguards to provide for student safety. A district that, for example, has a heavy population of sports hunters may wish to adopt this exception.

These revisions are provided as options at the request of client school districts and should only be adopted after consultation with the district's legal counsel.

**Policy 1630.01/3430.01/4430.01 – Family & Medical Leaves of Absence ("FMLA") (Revised)**

These policies and AGs have been revised to incorporate the U.S Department of Labor's (DOL) final regulations issued in February 2015. The new regulation provides further clarification regarding leave for pregnancy or the birth of a child. The new regulation also provides a definition of spouse that covers all persons lawfully entered into marriages provided the marriages were lawful in the location they occurred at the time they were entered into – this is known as the "place of celebration" rule. The new regulations took effect on March 27, 2015. These regulations are consistent with the U.S. Supreme Court's recent decision in Obergefell v. Hodges (2015), in which the Court held that the U.S. Constitution requires States to license a marriage between two people of the same sex and to recognize a marriage between two people of the same sex when the marriage was lawfully licensed.

These revisions reflect the current state of the law and should be adopted to maintain accurate policies and administrative guidelines.

**Policy 5517.02 – Sexual Violence (New)**

Guidance from the Office for Civil Rights directs federal funding recipients to take very specific steps in investigating and responding to sexual violence allegations. Although OCR's regulations appear to focus on postsecondary learning institutions, they apply to public school districts as well. The guidance does not explicitly mandate a separate policy dealing with sexual violence, but the level of detailed compliance OCR demands compels a separate policy and administrative guideline. Further, several recent high-profile OCR decisions imposing liability on universities emphasized missing or inaccurate policy elements.

This policy is recommended, but not specifically required by law.

**Policy 5830 – Student Fund-Raising (Revised)**

Revisions to this policy are the result of Public Act 42 of 2015, effective September 1, 2015. The law authorizes the Michigan Department of Education (MDE) to establish regulations (MDE Policy 21) for fundraisers that are non-compliant with USDA Smart Snacks in Schools nutrition standards.

Options provided in these revisions should be considered carefully prior to adoption.

### **Policy 8321 – Criminal Justice Information Security (Revised)**

This policy and the related guideline, last updated in March 2014, continue to undergo revision by the Michigan State Police.

These revisions reflect the language and implementation expectations of the enforcement agency and should be adopted to maintain accurate policies.

### **Policy 9211 – District Support Organizations (Revised)**

Given the close connection between district support organizations and school districts, many boards of education seek ways in which to strengthen oversight of the organizations and their operations in order to protect students and the school community. The options suggested in Policy 9211 further clarify the role support organizations play in a District, and also expand upon the Board of Education's expectations for how these organizations operate. The options also state more clearly the Board of Education's recourse should an organization not comply with the Board's established rules, as well as state and federal law.

The fundraising revisions to this policy are the result of Public Act 42 of 2015, effective September 1, 2015. The law authorizes the Michigan Department of Education (MDE) to establish regulations (MDE Policy 21) for fundraisers that are non-compliant with USDA Smart Snacks in Schools nutrition standards.

Options provided in these revisions should be considered carefully prior to adoption.

## **BYLAWS AND POLICIES**

### **Human Resources**

**Policy 1240 – Evaluation of the Superintendent (Revised)**

**Policy 1420 – School Administrator Evaluation (Revised)**

**Policy 3220 – Professional Staff Evaluation (Revised)**

**AG 3220A – Evaluation of Staff (DELETE)**

These policies have been updated to comply with the changes to M.C.L. 380.1249, including the current requirements relating to use of student growth as a factor in the evaluation process, mid-year reviews for certain staff, and the required rating categories. The policies now provide similar review criteria for staff and administration as required by applicable statutory language. Additionally, AG 3220A should be deleted since all necessary language has been included in Policy 3220.

These revisions reflect the current state of the law and regulations and should be adopted to maintain accurate policies.

## **Student Safety and Welfare**

### **Policy 5320 – Immunization (Revised)**

#### **AG 5320 - Immunization of Students in School (Revised)**

In December, 2014, the Joint Committee on Administrative Rules approved a new educational requirement for Michigan parents seeking a non-medical waiver from the vaccination requires for their children. The new rule requires parents/guardians to speak with a health educator from their local health department regarding the benefits of vaccination and the risks to the individual and the community from not getting vaccinated. The county health department will provide the non-medical waiver form to the parent, which the school district must honor. The new rule became effective January 1, 2015.

Additionally, the Department of Health and Human Services (DHHS) is duly noted in both the policy and guideline in recognition that the Michigan Department of Community Health and the Department of Human Services (formerly Family Independence Agency) have been consolidated.

These revisions reflect the current state of the law and regulations and should be adopted to maintain accurate policies and guidelines.

### Policy 7540.02 – District Web Page (Revised)

This policy has been updated to provide a contemporary perspective to districts' use of web pages. Additionally, this policy has been revised to accommodate a recent practice by districts to link to local media outlets and/or to contract with a commercial vendor to host all or part of its website. If a district engages or intends to engage in either of these two activities, it should consider this policy revision.

This revision is provided for district consideration, but not required.

MEMBERSHIP

0141           **Number**

The Board of Education shall consist of seven (7) members.

M.C.L. 380.11a

Revised 3/7/05  
Revised 8/26/13

0141.1       **Student-Body Representatives**

The Board shall have two (2) representatives from the high school student-body selected by the Superintendent.

Each representative shall be allowed to participate in all Board discussions and attend committee meetings to which they may be assigned or invited. The student-body representative(s) shall not be allowed to vote or participate in closed sessions.

The Superintendent shall arrange for a place on the agenda at which time the student-body representative(s) shall provide the Board with items of concern and/or interest to the student-body.

The student-body representative(s) shall be responsible for communicating Board questions or decisions pertaining to students to the student body.

Adopted 8/26/13

0142           **Election/Appointment**

0142.1       **Electoral Process**

The number of members of the Board shall remain the same as before July 1, 1996 unless changed by the School electors at a regular or special School election. A ballot question for changing the number of Board members may be placed on the ballot by action of the Board or by petition submitted by School electors as provided under Michigan election law (M.C.L. 168.301 to 168.315).

Members of the Board shall be elected in the November even year general election (the first Tuesday after the first Monday) in a manner that is consistent with State law.

A special election may be called by the Board as provided under Michigan election law (M.C.L. 168.301 to 168.315).

M.C.L. 168.301 et seq.

Revised 2/22/05

Revised 8/26/13

0142.2 **Qualifications**

An individual is eligible for election as a School Board member if the individual is a citizen of the United States and is a qualified and registered elector of the School District by the filing deadline.

M.C.L. 168.302

Revised 2/22/05

0142.3 **Term**

Members of the Board shall be elected by the School electors for terms of six (6) years.

At each regular School election, members of the Board shall be elected to fill the positions of those whose terms will expire. A term of office begins as provided by law (M.C.L. 168.302) and continues until a successor is elected and qualified.

At least one (1) School Board member for a School District shall be elected at each of the School District's regular elections. A School Board member's term of office begins January 1st, immediately following the November election.

M.C.L. 168.301 et seq.

Revised 2/22/05

Revised 8/26/13

0142.4           **Oath**

Each newly-elected Board member shall file an acceptance of office as well as an affidavit of eligibility within ten (10) days after receiving a certificate of election and shall take an oath of office as prescribed by the Constitution of Michigan.

A ceremonial oath of office may be administered at the Organizational Meeting and may be administered by the Superintendent.

M.C.L. 168.309, 168.310

Revised 2/22/05

Revised 10/6/08

Revised 8/26/13

0142.5           **Vacancies**

The office of a Board member shall become vacant immediately upon the occurrence of any one (1) of the following events:

- A. the death of the incumbent, or the incumbent's being adjudicated insane or being found to be mentally incompetent by the proper court
- B. the incumbent's resignation
- C. the incumbent's removal from office
- D. the incumbent's conviction of a felony
- E. the incumbent's election or appointment being declared void by a competent tribunal
- F. the incumbent's neglect or failure to file the acceptance of office, to take the oath of office, or to give or renew an official bond required by law
- G. the failure of the District to elect a successor at the annual school meeting or election



- H. the incumbent's ceasing to possess the legal qualifications for holding office
- I. the incumbent's residence being removed from the School District

If less than a majority of the offices of the District becomes vacant, the remaining members of the Board shall fill the vacancy immediately.

If the vacancy is not filled within thirty (30) days after it occurs, the Board of the Intermediate School District shall fill the vacancy by appointment.

A person elected or appointed to fill a vacancy on the Board shall file an acceptance of office and shall hold office until the next regular school election.

M.C.L. 168.310, 168.311

**Filling a Board Vacancy**

If the majority of the Board is still seated, the vacancy shall be filled by the Board using the following procedure:

- A. The Board shall seek qualified and interested candidates from the community through the news media, word of mouth, and contacts with appropriate organizations.
- B. All applicants are to submit a notice of their interest, in writing, to the Board President.
- C. The Board shall interview all interested candidates to ascertain their qualifications.
- D. Appointment by the Board to fill a vacancy shall be by majority vote of the full Board.

Revised 3/7/05  
Revised 6/3/05  
Revised 8/26/13

0142.6        **Recall**

Any member of the Board may be recalled pursuant to M.C.L. 168.951 et seq.

0142.7        **Orientation**

The Board believes that the preparation of each Board member for the performance of Board duties is essential to the effective functioning of the Board. The Board shall encourage each new Board member to understand the functions of the Board, acquire knowledge of matters related to the operation of the District, and learn Board procedures. Accordingly, the Board shall give to each new Board member for his/her use and possession during the term on the Board the following items:

- A.     access to the Board policy manual
- B.     access to each current negotiated agreement
- C.     access to the current budget statement, audit report, and related fiscal materials

Each new Board member shall be invited to meet with the Board President, the Superintendent, and/or the Business Manager to discuss Board functions, policies, and procedures.

The Board shall encourage the attendance of each new Board member at orientation and training meetings.

Revised 8/26/13

0143        **Authority**

Individual members of the Board do not possess the powers that reside in the Board of Education. The Board speaks through its minutes and not through its individual members. An act of the Board shall not be valid unless approved at an official meeting by at least a majority vote of the members elected to and serving on the Board. M.C.L. 380.1201

No member of the Board shall be denied documents or information to which s/he is legally entitled and which are required in the performance of his/her duties as a Board member.

Access to District personnel records shall be subject to the following rules:

- A. Examination of school employee personnel records by the Board of Education shall be conducted in accordance with the Open Meetings Act.
- B. Personnel records shall, in their entirety, be returned to the custody of the Superintendent at the conclusion of the Board meeting.
- C. Information obtained from employee personnel records by members of the Board shall be used only for the purpose of aiding the members in fulfilling their legal responsibilities in making decisions in such matters as appointments, assignments, promotions, demotions, remuneration, discipline, and dismissal or to aid the development and implementation of personnel policies, or for such other uses as are necessary to enable the Board to carry out its legal responsibilities.

Revised 8/26/13

0143.1 **Public Expression of Board Members**

The Board President functions as the official spokesperson for the Board.

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

- A. to local media;
- B. to local officials and/or State officials.

Sometimes the statements imply, or the readers (listeners) infer, that the opinions expressed or statements made are the official positions of the Board. The misunderstandings that can result from these incidents can embarrass both the member and the Board. Therefore, Board members should, when writing or speaking on school matters to the media, legislators, and other officials, make it clear that their views do not necessarily reflect the views of the Board or of their colleagues on the Board.

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

Revised 8/26/13

0144           **Operations**

0144.1       **Compensation**

Board members shall receive not more than \$30 per meeting up to a total of not more than fifty-two (52) meetings (including committee meetings) as compensation for their services. Expenses of a Board member shall be reimbursed when incurred in the performance of his/her duties or in the performance of functions authorized by the Board and duly vouchered.

M.C.L. 380.11a, 380.1254

The following guidelines have been established by the Board of Education to ensure appropriate and proper reimbursement of expenses for Board members.

- A. Expenses will be reimbursed only for activities authorized by the Board.
- B. Reimbursement for mileage will not exceed the current rate established by the Internal Revenue Service.
- C. Attendance at Board-approved conferences should be at the location closest to the District.
- D. Purchase of any printed or other materials relating to Boardmanship will be reimbursed if prepurchase approval is given by the Board. If such approval is not possible or feasible, a voucher must be submitted to the Board for approval.
- E. When the Board attends a community or school-related event as a Board function, or a Board member attends as the designated representative of the Board, any incurred expenses, including mileage, will be reimbursed by the Board. If a Board member attends such events as a private citizen, any incurred expenses are to be paid by the Board member.
- F. No entertainment expenses or purchases of alcoholic beverages are reimbursable.

A voucher detailing the amount and nature of each expense must be submitted to the Board for approval at a Board meeting after the expenses have been incurred and prior to reimbursement.

Board members may use District credit or debit cards only in accordance with Board Policy 6423 and the accompanying administrative guidelines.

Revised 8/26/13

0144.2

**Board Member Ethics**

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

- A. attend all regularly scheduled Board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
- B. recognize that they should endeavor to make policy decisions only after full discussion at publicly held Board meetings;
- C. render all decisions based on the available facts and independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
- D. encourage the free expression of opinion by all Board members, and seek systematic communications between the Board and students, staff, and all elements of the community;
- E. work with the other Board members to establish effective Board policies and to delegate authority for the administration of the District to the Superintendent;
- F. communicate to other Board members and the Superintendent expressions of public reaction to Board policies and school programs;

- G. inform themselves about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by the State and National School Boards Associations;
- H. support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
- I. avoid being placed in a position of conflict of interest, and refrain from using their Board positions for personal partisan gain;
- J. take no private action that will compromise the Board or administration, and respect the confidentiality of information that is privileged under applicable law;
- K. remember always that their first and greatest concern must be for the educational welfare of the students attending the public schools.

Source: Board of Directors, National School Boards Association.

Revised 8/26/13

0144.3

**Conflict of Interest**

Board members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. No Board member shall use his/her position as a Board member to benefit either himself/herself or any other individual or agency apart from the total interest of the School District.
- B. When a member of the Board determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board), and thereafter shall abstain from participation in both the discussion of the matter and the vote thereon.

- C. A member of the Board is presumed to have a conflict of interest if the member or his/her family member has a financial interest, or a competing financial interest, in the contract or other financial transaction or is an employee of the School District.

Having a child in the District does not alone constitute a conflict of interest or financial interest in a contract or other financial transaction of the School District.

“Family member” means a person’s spouse or spouse’s sibling or child; a person’s sibling or sibling’s spouse or child; a person’s child or child’s spouse; or a person’s parent or parent’s spouse, and includes these relationships as created by adoption or marriage.

1. A Board member is not considered to have a financial interest in any of the following instances:
  - a. A contract or other financial transaction between the School District and any of the following:
    - 1) A corporation in which the individual is a stockholder owning 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owning stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.
    - 2) A corporation in which a trust, if the individual is a beneficiary under the trust, owns 1% or less of the total stock outstanding in any class if the stock is not listed on a stock exchange or owns stock that has a present market value of \$25,000.00 or less if the stock is listed on a stock exchange.



- 3) A professional limited liability company organized pursuant to the Michigan limited liability company act, if the individual is an employee but not a member of the company.
- b. A contract or other financial transaction between the School District and any of the following:
- 1) A corporation in which the individual is not a director, officer, or employee.
  - 2) A firm, partnership, or other unincorporated association, in which the individual is not a partner, member, or employee.
  - 3) A corporation or firm that has an indebtedness owed to the individual.
- c. A contract between the School District and the intermediate school district.
- d. A contract awarded to the lowest qualified bidder, upon receipt of sealed bids pursuant to a published notice for bids if the notice does not bar, except as authorized by law, any qualified person, firm, corporation, or trust from bidding. This does not apply to any amendments or renegotiations of a contract or to additional payments under the contract that were not authorized by the contract at the time of award.

2. If the financial interest pertains to a proposed contract with the District, the following requirements must be met:
  - a. The Board member shall disclose the financial interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct financial interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the Board member shall make the disclosure in one of two (2) ways:
    - 1) In writing, to the Board president (or if the member is the Board president, to the Board secretary) at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Bylaw 0165.)
    - 2) By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The Board member must use this method of disclosure if his/her financial interest amounts to \$5000 or more.

- b. Any contract in which there is a conflict of interest as defined by this bylaw and the related statute (M.C.L. 380.1203) must be approved by a majority vote of the full Board without the vote of any Board member with a financial interest.

However, if a majority of the members of the Board are required to abstain from voting on a contract or other financial transaction due to a financial interest, then for the purposes of that contract or other financial transaction, the members who are not required to abstain constitute a quorum of the board and only a majority of those members eligible to vote is required for approval of the contract or financial transaction.

- c. The official minutes of the Board disclose the name of each party involved in the contract, the nature of the financial interest, and the terms of the contract including the duration, financial consideration between the parties, facilities or services of the District included in the contract, and the nature and degree of assignment of District staff needed to fulfill the contract.

- d. A Board member with a conflict of interest in a contract may not participate in discussion of nor vote on the contract.

D. Board members shall not solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds~~Board members shall not accept any money, goods, or services with a value in excess of the amount established annually by the State Department of Education (\$44 within any one (1) month period as of December 31, 2004) from any person who does business or seeks to do business of any kind with the District.~~

( ) , except that a board member may accept an unsolicited gift of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$\_\_\_\_\_ or less. [PICK ONE OF THE TWO SUB-OPTIONS]

**BOARD OF EDUCATION  
DEXTER COMMUNITY SCHOOLS**

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( ) \$ \_\_\_\_\_

OR

(x) the amount established annually by the Michigan Department of Education with respect to the amount above which an ISD administrator may not accept a gift from a vendor or a potential vendor.

[In accordance with M.C.L. 380.634, the Michigan Department of Education (MDE) adjusts the limits on the value of gifts that may be accepted from vendors or potential vendors for Intermediate School District employees. The fiscal year 2014 – 15 cap for gifts was \$56.]

- E. A Board member may be appointed to serve as a volunteer coach or supervisor of a student extra-curricular activity if all of the following conditions are present:
1. the Board member receives no compensation for service as a volunteer coach or supervisor;
  2. the Board member abstains from voting on issues before the Board concerning the program during the period of time s/he serves as a volunteer coach or supervisor;
  3. there is no other qualified applicant available to fill a vacant position; and
  4. the appointing authority has received the results of a criminal history check and criminal records check from the Michigan State Police or the Federal Bureau of Investigation for the Board member.

M.C.L. 15.183, 15.323, 380.1203

See also, Policy 6420, Conflict of Interest - Legal Counsel, Advisors, or Consultants.

Revised 5/20/13

Revised 8/26/13

Revised 1/20/14

0144.4

**Indemnification**

The Board may hold harmless, indemnify, pay, settle, or compromise a judgment against a Board member to the extent allowed under the law.

M.C.L. 691.1408

0145            **Discriminatory Harassment**

The Board of Education's intent is to provide an environment that fosters the respect and dignity of each person. To this end, the Board is committed to maintaining an environment free of harassment and intimidation.

Sexual harassment includes all unwelcome sexual advances, requests for sexual favors, and verbal or physical contacts of a sexual nature whenever submission to such conduct is made a condition of employment or a basis for an employment decision. Other prohibited conduct includes that which has the purpose or effect of creating an intimidating, hostile, discriminatory, or offensive environment on the basis of gender, religion, race, color, national origin or ancestry, age, disability, height, weight, marital status, and/or any other legally protected characteristic.

The harassment of a student, staff member, or third party (e.g. visiting speaker, athletic team member, volunteer, parent, etc.) is strictly forbidden. Any person who is found to have violated this policy will be subject to discipline in accordance with law.

M.C.L. 380.1300a

Revised 8/26/13

DUTIES

0171           **Officers**

0171.1       **President**

The President of the Board of Education shall:

- A.    preside at meetings of the Board;
- B.    perform other duties appropriate to the office of the President;
- C.    make committee appointments, act as spokesperson, cause agenda to be prepared, offer resolutions.

0171.2       **Vice-President**

The Vice-President of the Board of Education shall:

- A.    preside at meetings of the Board when the President is not able to attend;
- B.    perform other duties appropriate to the office of Vice-President as the Board determines;
- C.    in case of a vacancy in the office of President, succeed to the office of President for the balance of the unexpired term.

0171.3       **Secretary**

The Secretary of the Board of Education or a staff member assigned by the Superintendent with the approval of the Board shall:

- A.    record minutes at the meetings;
- B.    record and sign the minutes of meetings, orders, resolutions, and other proceedings of the Board in proper record books;
- C.    be the chief election officer of the District with authority to delegate election duties to a member of the administrative staff;

- D. prepare the annual report of the District and other reports required by the State Board;
- E. preserve and file copies of reports, books, papers, and other documents belonging to the office of the secretary or to the School District, and deliver them to a successor in office;
- F. perform other duties required by law or by the Board.

0171.4

**Treasurer**

The Treasurer of the Board of Education or a staff member assigned by the Superintendent with the approval of the Treasurer shall:

- A. Have care and custody of all monies of the School District. Funds of the District shall be deposited with bank(s) or banking corporation(s) or trust companies designated by the Board.
- B. Settle accounts payable in accordance with approved Board policy.
- C. Cause records to be kept in accordance with Board approved policies and processes and in accordance with generally accepted accounting principles.
- D. Present the Board, with appropriate monthly and year end written reports containing a statement of monies received and disbursements made.
- E. Perform other duties required by law or by the Board.

M.C.L.A. 380.1221

0172

**Legal Counsel**

In each fiscal year, the Board of Education shall designate a law firm or firms to represent the School District or Board in actions brought for or against the District and to render other legal service for the welfare of the School District.



Legal fees that will cause the total budget for legal services to be in the excess of ten percent (10%) of the legal services budget shall be brought to the attention of the Board President for review. Likewise any individual case that is projected to exceed forty percent (40%) of the legal services budget will also be brought to the Board President for review.

0173

**Independent Auditor**

The Board of Education shall retain, annually, an independent auditor. The auditor shall conduct and present to the Board of Education an audit of all financial accounts in accordance with procedures and practices as directed by the Department of Public Instruction.

The independent auditor shall:

- A. examine the balance sheet of the District at the close of its fiscal year and the related statements of transactions in the various funds for the fiscal year then ended;
- B. conduct such examination in accordance with generally accepted auditing standards and to include such tests of the accounting records and such other auditing procedures as are necessary in the circumstances;
- C. render an opinion of the financial statements prepared at the close of the fiscal year;
- D. make such recommendations to the Board of Education concerning its accounting records, procedures, and related activities as may appear necessary or desirable;
- E. perform such other related services as may be requested by the Board.
- F. At least once every three (3) years the School District shall request bids and proposals for service from at least three (3) different auditing firms in addition to the one (1) currently being used by the Board of Education.

Revised 5/10/10

0175                    **Association Memberships**

The Board of Education may maintain membership in the National School Boards Association and/or Michigan Association of School Boards and may take part in the activities of these groups.

The Board may also maintain institutional memberships in other educational organizations which the Superintendent and Board find to be of benefit to members and District personnel.

The materials and other benefits of these memberships will be distributed and used to the best advantage of the Board and staff.

0175.1                **School Board Conferences, Conventions, and Workshops**

The Board of Education recognizes the value of membership and attendance at conferences and meetings at the local, County, State, and National level.

Attendance at local, County, State and/or National workshops and conferences is encouraged.

Each Board member is encouraged to report back to the Board after attending a conference at District expense.

Travel and personal expenses of spouse, children, or other guest traveling with a Board member shall be the responsibility of the Board member or of the individual. Expenses for convention functions attended as a group will be borne by the District within budgetary limits as referenced in 0144.1.

[x]      If approved, the following are reimbursable upon submission of receipts and documentation:

A.      conference registration fees

B.      transportation – plan, train or automobile, including buses, taxis and limousines

C.      mileage at the Board approved rate

D.      toll charges and parking

E.      lodging (In most instances reimbursement will be limited to

the conference rate, however, exceptions may be made in extenuating circumstances as determined by the Treasurer.)

F. Meals

1. the maximum per-day/per-meal allowance/stipend (includes up to a twenty percent (20%) gratuity) for all travel, except for travel to the major cities listed below, is:

Brunch/Breakfast \$ 8 \_\_\_\_\_  
Lunch \$ 12 \_\_\_\_\_  
Dinner \$ 20 \_\_\_\_\_

[x] the \_\_\_\_\_ maximum \_\_\_\_\_ per-day/per-meal allowance/stipend for travel to Atlanta, Boston, Chicago, Los Angeles, Miami, New Orleans, New York, Orlando, Philadelphia, San Diego, or San Francisco (includes up to a twenty percent (20%) gratuity) is:

Brunch/Breakfast \$ 16 \_\_\_\_\_  
Lunch \$ 24 \_\_\_\_\_  
Dinner \$ 40 \_\_\_\_\_

2. official conference banquets will be reimbursed at actual cost

The President of the Board will regularly receive a record of Board member attendance at conferences.

**REVISED POLICY - VOL. 30, NO. 1**

CONFLICT OF INTEREST

Staff members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School District employees is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the School District.

To accomplish this, the Board of Education has adopted the following guidelines to assure that conflicts of interest do not occur. These are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.

- 1. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities in the school system. When a staff member determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered by the Board or administration, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board).
- 2. No staff member shall use his/her position to benefit either himself/herself or any other individual or agency apart from the total interest of the School District.

3. If the pecuniary interest pertains to a proposed contract with the District, the following requirements must be met.

The staff member shall disclose the direct pecuniary interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct pecuniary interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the staff member shall make the disclosure in one of two (2) ways:

- a. In writing, to the Board president at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Bylaw 0165.)
  - b. By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The staff member must use this method of disclosure if his/her pecuniary interest amounts to \$5,000 or more.
4. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to School District records

- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
  - d. the requirement of students or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations
- 5. Employees shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- B. Should exceptions to this policy be necessary in order to provide services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the Superintendent before entering into any private relationship.

C. Employees may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds

~~( ) , except that an employee may accept the gift of an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$ \_\_\_\_\_ or less. [END OF OPTIONAL LANGUAGE]~~

~~[In accordance with M.C.L. 380.634, the Michigan Department of Education (MDE) adjusts the limits on the value of gifts that may be accepted from vendors or potential vendors for Intermediate School District employees. The fiscal year 2014 – 15 cap for gifts was \$56.]~~

Violation of this policy shall result in discipline, which may include termination from employment.

~~[ ] Administrators shall not accept any money, goods, or services with a value in excess of the amount established annually by the State Department of Instruction (\$44 within any one (1) month period as of December 31, 2004) from any person who does business or seeks to do business of any kind with the District.~~

2 C.F.R. 200.318

M.C.L. 380.634



**NEW POLICY - VOL. 30, NO. 1**

WEAPONS

The Board of Education prohibits members of the administration from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, including athletic events, or in a District vehicle.

- ( ) without the permission of the Superintendent or, in the case of the Superintendent, without the permission of the Board.

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including spring, air and gas-powered guns (whether loaded or unloaded) that will expel a BB, pellet, or paint balls, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapon, ammunition, and explosives or any other weapons described in 18 U.S.C. 921.

The Superintendent shall refer a staff member who violates this policy to law enforcement officials. The staff member will also be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy and the terms of existing collective bargaining agreements.

Exceptions to this policy include:

- | ~~(x)~~ weapons under the control of law enforcement personnel;
- | ~~(x)~~ items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (Working firearms and ammunition shall never be approved.)
- ( ) theatrical props that do not meet the definition of "weapons" above, used in appropriate settings;
- | ~~(x)~~ starter pistols used in appropriate sporting events;

- ( ) firearms that are lawfully stored inside a locked vehicle in school parking areas if the District adopts appropriate safeguards to provide for student safety.

Staff members shall immediately report knowledge of dangerous weapons and/or threats of violence by students, staff members, or visitors to the \_\_\_\_\_ Principal. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

**REVISED POLICY - VOL. 29, NO. 2**

EVALUATION OF THE SUPERINTENDENT

The Board of Education believes it is essential that it evaluate the Superintendent's performance periodically in order to assist both the Board and the Superintendent in the proper discharge of their responsibilities and to enable the Board to provide the District with the best possible leadership. To carry out this responsibility, the Board will evaluate the Superintendent utilizing a rigorous, transparent, and fair performance evaluation system that does all of the following:

A. Evaluates the Superintendent's job performance at least annually in a year-end evaluation, while providing timely and constructive feedback.

A Superintendent rated highly effective on three (3) consecutive year-end evaluations may be evaluated every other year, at the District's discretion.

B. Establishes clear approaches to measuring student growth and provides the Superintendent with relevant data on student growth.

C. Evaluates the Superintendent's job performance as highly effective, effective, minimally effective or ineffective, using multiple rating categories that take into account data on student growth as a significant factor in the evaluation in accordance with State law.

For these purposes, student growth shall be measured by national, State, or local assessments, and other objective criteria. During the 2014-2015 school year, student growth shall be measured using the State and alternative assessments as prescribed by the Revised School Code.

- D. Uses the evaluations, at a minimum, to inform decisions regarding all of the following:

  - 1. The effectiveness of the Superintendent, so that s/he is given ample opportunities for improvement.
  - 2. Promotion, retention, and development of school administrators, including providing relevant coaching, instruction support, or professional development.
  - 3. Whether to grant full certification, to school administrators using rigorous standards and streamlined, transparent, and fair procedures.
  - 4. Removing an ineffective Superintendent after s/he has had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.
  
- E. The portion of the annual year-end evaluation that is not based on student growth and assessment data shall be based on at least the following for the entire District:

  - 1. The Superintendent's training and proficiency in conducting teacher performance evaluations if s/he does so or his/her designee's proficiency and training if the Superintendent designates such duties.
  - 2. The progress made by the school or District in meeting the goals established in the school/District improvement plan.
  - 3. Student attendance.
  - 4. Student, parent and teacher feedback and other information considered pertinent by the Board.

**OPTIONAL**

~~The Board's evaluation shall also include an assessment of the:~~

- ~~(-) progress toward the educational goals of the District;~~
- ~~(-) working relationship between the Board and the Superintendent;~~
- ~~(-) Board's own effectiveness in providing direction to the Superintendent.~~

~~Such assessments will be based on defined quality expectations developed by the Board for each criteria being assessed. **END OF OPTIONAL LANGUAGE**~~

~~The evaluation system shall ensure that if the Superintendent is rated as minimally effective or ineffective, the person(s) conducting the evaluation shall develop and require the Superintendent to implement an improvement plan to correct the deficiencies. The improvement plan shall recommend professional development opportunities and other measures designed to improve the rating of the Superintendent on his/her next annual year-end evaluation. A Superintendent rated as "ineffective" on three (3) consecutive year-end evaluations must be dismissed from employment with the District.~~

~~The evaluation program shall aim at the early identification of specific areas in which the Superintendent needs help so that appropriate assistance may be provided or arranged for. The Board shall not release the Superintendent from the responsibility to improve. If the Superintendent, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.~~

~~Evaluations shall be conducted of each administrator as stipulated in the revised School Code, the employment contract, the Superintendent's administrative guidelines and as directed by the Michigan Department of Education. An administrator shall be given a copy of any documents relating to his/her performance which are to be placed in the personnel file.~~

~~This policy shall not deprive an administrator of any rights provided by State law or any contractual rights consistent with State law.~~

The Board shall

annually, no later than \_\_\_\_\_

periodically, but not less than every \_\_\_\_\_

evaluate the performance of the Superintendent. (See Policy 1110) Such evaluation shall include an assessment of:

the progress toward the educational goals of the District;

the working relationship between the Board and the Superintendent;

the Board's own effectiveness in providing direction to the Superintendent.

Such assessments will be based on defined quality expectations developed by the Board for each criteria being assessed.

The Board

and the Superintendent, jointly,

shall, at the outset of each evaluation, determine the method by which the evaluation shall be conducted. Such method may include:

the Superintendent's own self analysis of the current status of the District;

the active participation of each Board member;

a recommendation from a Board committee;

- ~~{ } — a compilation of assessments~~
- ~~( ) — on a prepared standard form~~
- ~~by individual Board members, which shall then be reviewed jointly by the Board and Superintendent;~~
- ~~{ } — evaluation interviews between the Board and Superintendent during which no other business is discussed;~~
- ~~{ } — the Superintendent's assessment of Board efficiency and effectiveness.~~

As an outcome of the evaluation of the Superintendent's performance, the Board should be prepared to judge the advisability of retention of the Superintendent and be prepared better to:

- ~~(+x)~~ determine the Superintendent's salary;
- ~~(+x)~~ identify strengths and weaknesses in the operation of the District and determine means by which weaknesses can be reduced and strengths are maintained;
- ~~(+x)~~ establish specific objectives, the achievement of which will advance the District toward its goals;
- ~~(+x)~~ improve its own performance as the public body ultimately charged with the educational responsibility of this District.

**REVISED POLICY - VOL. 30, NO. 1**

**SCHOOL ADMINISTRATOR EVALUATION**

The Board of Education, through the powers derived from the School Code and other relevant statutes, is responsible for the employment and discharge of all personnel. To carry out this responsibility, with the involvement of school administrators, it delegates to the Superintendent, the function of establishing and implementing a rigorous, transparent, and fair performance evaluation system that does all of the following:

- A. Evaluates the school administrator's job performance at least annually in a year-end evaluation, while providing timely and constructive feedback.

The Superintendent or designee shall perform administrators' evaluations. Administrators rated highly effective on three (3) consecutive year-end evaluations may be evaluated every other year, at the District's discretion.

- B. Establishes clear approaches to measuring student growth and provides school administrators with relevant data on student growth.
- C. Evaluates a school administrator's job performance as highly effective, effective, minimally effective or ineffective, using multiple rating categories that take into account data on student growth as a significant factor in the evaluation in accordance with State law.

For these purposes, student growth shall be measured by national, State, or local assessments and other objective criteria. During the 2014-2015 school years, student growth shall be measured using the State and alternative assessments as prescribed by the Revised School Code.



- D. Uses the evaluations, at a minimum, to inform decisions regarding all of the following:
1. The effectiveness of school administrators, so that they are given ample opportunities for improvement.
  2. Promotion, retention, and development of school administrators, including providing relevant coaching, instruction support, or professional development.
  - ~~3. whether to grant full certification, to school administrators using rigorous standards and streamlined, transparent, and fair procedures~~
  - 4.3. Removing ineffective school administrators after they have had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.
  - ~~4.4. Whether to grant full certification, to school administrators using rigorous standards and streamlined, transparent, and fair procedures.~~
- E. The portion of the annual year-end evaluation that is not based on student growth and assessment data shall be based on at least the following for the school in which the school administrator works as an administrator:
1. The school administrators' training and proficiency in conducting teacher performance evaluations if s/he does so or his/her designee's proficiency and training if the administrator designates such duties.
  2. The progress made by the school or District in meeting the goals established in the school/District improvement plan.
  3. Student attendance.
  4. Student, parent and teacher feedback and other information considered pertinent by the Board.

The evaluation system shall ensure that if the administrator is rated as minimally effective or ineffective, the person(s) conducting the evaluation shall develop and require the school administrator to implement an improvement plan to correct the deficiencies. The improvement plan shall recommend professional development opportunities and other measures designed to improve the rating of the administrator on his/her next annual year-end evaluation. An administrator rated as "ineffective" on three (3) consecutive year-end evaluations must be dismissed from employment with the District.

The evaluation program shall aim at the early identification of specific areas in which the individual administrator needs help so that appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to an administrator shall not release that professional staff member from the responsibility to improve. If an administrator, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

Evaluations shall be conducted of each administrator as stipulated in the revised School Code, the employment contract, the Superintendent's administrative guidelines and as directed by the Michigan Department of Education. An administrator shall be given a copy of any documents relating to his/her performance which are to be placed in the personnel file.

[NOTE: Only select if there is a relevant CBA.]

[ ] \_\_\_\_\_ The evaluation procedure set forth above in this policy shall be in effect as of September 1, 2011, unless there is a collective bargaining agreement in place as of July 19, 2011, which would prevent implementation of this procedure. In that case, the procedure must be in place and become effective upon the expiration of the bargaining agreement.

This policy shall not deprive an administrator of any rights provided by State law or any contractual rights consistent with State law.

M.C.L. 380.1249

**REVISED POLICY - VOL. 30, NO. 1**

**FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")**

In accordance with Federal law, the Board of Education shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible administrators for the following reasons:

- A-1. the birth of a child and/or the care of a newborn child within one (1) year of the child's birth
- B-1. the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival
- C-1. the staff member is needed to care for a spouse, parent or dependent child if such individual has a serious health condition, or
- D-1. the staff member's own serious health condition prevents him/her from performing the functions of his/her position

Employee Entitlement to Service Member FMLA

Leave Entitlement

Service member FMLA provides eligible employees unpaid leave for one, or for a combination, of the following reasons:

- A-2. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers.

Duration of Service Member FMLA

- A. When leave is due to a "Qualifying Exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.
- B. When leave is to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This is a one time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

- C. Service Member FMLA runs concurrent with other leave entitlements provided under Federal, State, and local law.

General FMLA Provisions

Administrators are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. Service time may be aggregated when the break in service is less than seven (7) years for military obligation or subject to recall under a collective bargaining agreement. All full-time administrators are deemed to meet the 1,250 hour requirement. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Twelve (12) month period for determining hours worked and use of leave is defined as

- ( ) a fixed twelve (12) month period (i.e. the "leave year" is identical for all staff members -- e.g., a fiscal year or calendar year).
- ( ) the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member).
- (x) a rolling twelve (12) month period measured backward from the date the staff member uses FMLA leave (i.e. the "leave year" is specific to each individual staff member).

For Service Member FMLA leave, the use of the twenty-six (26) weeks of leave will be measured forward from the first date on which the employee takes leave.

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

- A. inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. continuing treatment by a healthcare provider, including:
  - 1. a period of incapacity of more than three (3) consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves either in person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity absent extenuating circumstances beyond the employee's control, or in person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider;

The first visit to the healthcare provider must occur within seven (7) days of the first date of incapacity.

- 2. any incapacity due to pregnancy or for prenatal care;

An expectant mother is entitled to FMLA leave for incapacity due to pregnancy even if she does not receive treatment from a healthcare provider during the absence, and even if the absence does not last for more than three (3) consecutive, full calendar days.

- 3. any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- 4. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- 5. any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis);

- C. conditions for which cosmetic treatment are administered are not “serious health conditions” unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

Whenever the leave is foreseeable, the staff member shall provide the Superintendent with thirty (30) days notice. If there is insufficient time to provide such notice because of unforeseeable events, the staff member shall provide such notice as soon as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Failure to follow the leave notice requirements may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures at their buildings.

When planning medical treatment, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the District, subject to the approval of the healthcare provider.

The Board shall require the staff member

**OR**

The staff member may request

to substitute any of his/her earned or accrued paid vacation leave, personal leave or family leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the birth, adoption or foster care placement of a child, or qualifying exigency for a Service Member Family Leave (see A-1, B-1, and A-2 on page one).

The Board shall require the staff member

**OR**

The staff member may request

to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one and B-2 on page two).

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) or twenty-six (26) week period of FMLA leave, any additional weeks of leave to which the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave for a qualifying leave under this policy, such leave will count towards the maximum allowable leave, the paid leave, and FMLA/Service Member Family leave to which the staff member is entitled will run concurrently.

The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced-leave schedule for the birth, adoption or foster care placement of a child (see A-1 and B-1 on page one). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one). The taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.



If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties. Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the Superintendent for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The Superintendent will notify the staff member when the District intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. When verbal notice is given, it will be followed by written notice within ten (10) business days. In the case of intermittent or reduced-leave schedule leave, only one (1) such notice is required unless the circumstances regarding the leave have changed. If the Superintendent does not have sufficient information about the reason for an employee's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent will promptly notify the staff member that the paid leave will count toward the staff member's twelve (12) week FMLA-leave entitlement.

In cases in which the Board employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child, or twenty-six (26) weeks of FMLA leave for Service Member Leave.

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one), the staff member must provide medical certification from the healthcare provider of the eligible staff member or his/her immediate family member). When the staff member requests qualifying Service Member Leave, s/he must provide certification of a qualifying exigency or of the service member's serious illness. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed.

The staff member may either:

- A. submit the completed medical certification to the Superintendent; or
- B. direct the healthcare provider to transfer the completed medical certification directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event the staff member fails to provide medical certification, any leave taken by the employee will not qualify for FMLA Leave/Service Member Family Leave.

When the need for FMLA leave is foreseeable and at least thirty (30) days notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Superintendent within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

Any dispute over eligibility for FMLA leave shall be discussed between the employee and Superintendent. The District shall be responsible for maintaining a record of those communications.

The Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either:

- A. submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent; or
- B. direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the employee will not qualify for FMLA leave.

~~[ ] A staff member who takes leave for his/her own serious health condition prior to returning to work, must provide the Superintendent with a statement from his/her healthcare provider that s/he is able to resume work.~~

Upon return from any FMLA leave, the Board will restore the staff member to his/her former position or to a position with equivalent employment benefits, pay and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.

Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to minimize disruption to the students' program. Special rules under the FMLA may apply for instructional staff.

~~[x]~~ The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave.

†[x] If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the staff member or of the staff member's immediate family member, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

The Superintendent shall prepare any guidelines that are appropriate for this policy and ensure that the policy is posted properly.

In any areas where discretion is allowed in the implementation of this policy or its guidelines for implementation, such discretion shall be exercised in a non-discriminatory manner. Similarly situated persons shall be treated similarly.

The Superintendent shall provide a copy of the policy to all staff members, and retain a record of how and when the policy was distributed. A notice of Rights and Obligations shall also be provided each time an employee requests FMLA leave or the District has sufficient information to believe that the employee may qualify for FMLA leave.

The approval, denial and administration of leave under this policy will be governed by the Family Medical Leave Act of 1993, as amended, and its published regulations, as applied and interpreted by the Superintendent.

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

P.L. 110-181, Sec. 585 – National Defense Authorization Act (January 28, 2008)

P.L. 111-84, Sec. 565 – National Defense Authorization Act (October 28, 2009)

**REVISED POLICY - VOL. 30, NO. 1**

CONFLICT OF INTEREST

Staff members shall perform their official duties in a manner free from conflict of interest. To this end:

- A. The maintenance of unusually high standards of honesty, integrity, impartiality, and professional conduct by School District employees is essential to ensure the proper performance of school business as well as to earn and keep public confidence in the School District.

To accomplish this, the Board of Education has adopted the following guidelines to assure that conflicts of interest do not occur. These are not intended to be all inclusive, nor to substitute for good judgment on the part of all employees.

- 1. No employee shall engage in or have a financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict with his/her duties and responsibilities. When a staff member determines that the possibility of a personal interest conflict exists, s/he should, prior to the matter being considered by the Board or administration, disclose his/her interest (such disclosure shall become a matter of record in the minutes of the Board).
- 2. No staff member shall use his/her position to benefit either himself/herself or any other individual or agency apart from the total interest of the School District.

3. If the pecuniary interest pertains to a proposed contract with the District, the following requirements must be met.

The staff member shall disclose the direct pecuniary interest in the contract to the Board with such disclosure made a part of the official Board minutes. If his/her direct pecuniary interest amounts to \$250 or more or five percent (5%) or more of the contract cost to the District, the staff member shall make the disclosure in one of two (2) ways:

- a. In writing, to the Board president at least seven (7) days prior to the meeting at which the vote on the contract will be taken. The disclosure shall be made public in the same manner as the Board's notices of its public meetings. (See Bylaw 0165.)
  - b. By announcement at a meeting at least seven (7) days prior to the meeting at which a vote on the contract is to be taken. The staff member must use this method of disclosure if his/her pecuniary interest amounts to \$5,000 or more.
4. Employees shall not engage in business, private practice of their profession, the rendering of services, or the sale of goods of any type where advantage is taken of any professional relationship they may have with any student, client, or parents of such students or clients in the course of their employment with the School District.

Included, by way of illustration rather than limitation are the following:

- a. the provision of any private lessons or services for a fee
- b. the use, sale, or improper divulging of any privileged information about a student or client gained in the course of the employee's employment or through his/her access to School District records

- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
    - d. the requirement of students or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations
  - 5. Employees shall not make use of materials, equipment, or facilities of the School District in private practice. Examples would be the use of facilities before, during, or after regular business hours for service to private practice clients, or the checking out of items from an instructional materials center for private practice.
- B. Should exceptions to this policy be necessary in order to provide services to students or clients of the School District, all such exceptions will be made known to the employee's supervisor and will be disclosed to the Superintendent before entering into any private relationship.

C. Employees may not participate in the selection, award, or administration of a contract supported by a Federal grant/award if s/he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of the parties described in this section, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds

~~(-) , except that an employee may accept the gift of an unsolicited item of nominal value. For purposes of this section, "nominal value" means that the gift has a monetary value of \$ \_\_\_\_\_ or less. [END OF OPTIONAL LANGUAGE]~~

~~[In accordance with M.C.L. 380.634, the Michigan Department of Education (MDE) adjusts the limits on the value of gifts that may be accepted from vendors or potential vendors for Intermediate School District employees. The fiscal year 2014 - 15 cap for gifts was \$56.]~~



Violation of this policy shall result in discipline, which may include termination from employment.

~~[ ] Professional staff shall not accept any monies, goods, or services with a value in excess of the amount established annually by the State Department of Instruction (\$44 within any one (1) month period as of December 31, 2004) from any person who does business or seeks to do business of any kind with the District.~~

2 C.F.R. 200.318  
M.C.L. 380.634

**REVISED POLICY - VOL. 30, NO. 1****WEAPONS**

The Board of Education prohibits professional staff members from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, including athletic events, or in a District vehicle.

- ( ) without the permission of the Superintendent.

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including spring, air and gas-powered guns (whether loaded or unloaded) that will expel a BB, pellet, or paint balls, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapon, ammunition, and explosives or any other weapons described in 18 U.S.C. 921.

The Superintendent shall refer a staff member who violates this policy to law enforcement officials. The staff member will also be subject to disciplinary action, up to and including termination, as permitted by applicable Board policy and the terms of existing collective bargaining agreements.

Exceptions to this policy include:

- ~~(x)~~ weapons under the control of law enforcement personnel;
- ~~(x)~~ items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (Working firearms and ammunition shall never be approved.)
- ( ) theatrical props that do not meet the definition of "weapons" above, used in appropriate settings;
- ~~(x)~~ starter pistols used in appropriate sporting events~~;~~
- ~~(-)~~ firearms that are lawfully stored inside a locked vehicle in school parking areas if the District adopts appropriate safeguards to provide for student safety.

Staff members shall immediately report knowledge of dangerous weapons and/or threats of violence by students, staff members, or visitors to the ~~\_\_\_\_\_~~Principal. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

**REVISED POLICY - VOL. 30, NO. 1**

**FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")**

In accordance with Federal law, the Board of Education shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible professional staff members for the following reasons:

- A-1. the birth of a child and/or the care of a newborn child within one (1) year of the child's birth
- B-1. the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival
- C-1. the staff member is needed to care for a spouse, parent or dependent child if such individual has a serious health condition, or
- D-1. the staff member's own serious health condition prevents him/her from performing the functions of his/her position

Employee Entitlement to Service Member FMLA

Leave Entitlement

Service member FMLA provides eligible employees unpaid leave for one, or for a combination, of the following reasons:

- A-2. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers.

Duration of Service Member FMLA

- A. When leave is due to a "Qualifying Exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.
- B. When leave is to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This is a one time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

- C. Service Member FMLA runs concurrent with other leave entitlements provided under Federal, State, and local law.

General FMLA Provisions

Professional staff members are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. Service time may be aggregated when the break in service is less than seven (7) years for military obligation or subject to recall under a collective bargaining agreement. All full-time professional staff members are deemed to meet the 1,250 hour requirement. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Twelve (12) month period for determining hours worked and use of leave is defined as

- ( ) a fixed twelve (12) month period (i.e. the "leave year" is identical for all staff members -- e.g., a fiscal year or calendar year).
- ( ) the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member).
- ~~(x)~~ a rolling twelve (12) month period measured backward from the date the staff member uses FMLA leave (i.e. the "leave year" is specific to each individual staff member).

For Service Member FMLA leave, the use of the twenty-six (26) weeks of leave will be measured forward from the first date on which the employee takes leave.

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

- A. inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. continuing treatment by a healthcare provider, including:
  - 1. a period of incapacity of more than three (3) consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves either in person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity absent extenuating circumstances beyond the employee's control, or in person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider;

The first visit to the healthcare provider must occur within seven (7) days of the first date of incapacity.

- 2. any incapacity due to pregnancy or for prenatal care;

An expectant mother is entitled to FMLA leave for incapacity due to pregnancy even if she does not receive treatment from a healthcare provider during the absence, and even if the absence does not last for more than three (3) consecutive, full calendar days.

- 3. any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- 4. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- 5. any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis);

- C. conditions for which cosmetic treatment are administered are not “serious health conditions” unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

Whenever the leave is foreseeable, the staff member shall provide the Superintendent with thirty (30) days notice. If there is insufficient time to provide such notice because of unforeseeable events, the staff member shall provide such notice as soon as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Failure to follow the leave notice requirements may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures at their buildings.

When planning medical treatment, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the District, subject to the approval of the healthcare provider.

The Board shall require the staff member

**OR**

The staff member may request

to substitute any of his/her earned or accrued paid vacation leave, personal leave or family leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the birth, adoption or foster care placement of a child, or qualifying exigency for a Service Member Family Leave (see A-1, B-1, and A-2 on page one).



The Board shall require the staff member

**OR**

The staff member may request

to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one and B-2 on page two).

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) or twenty-six (26) week period of FMLA leave, any additional weeks of leave to which the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave for a qualifying leave under this policy, such leave will count towards the maximum allowable leave, the paid leave, and FMLA/Service Member Family leave to which the staff member is entitled will run concurrently.

The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced-leave schedule for the birth, adoption or foster care placement of a child (see A-1 and B-1 on page one). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one). The taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties. Instructional staff members (i.e. individuals whose principal function is to teach and instruct students in a class, a small group, or an individual setting) who request intermittent leave or a reduced-leave schedule which would exceed twenty percent (20%) of the total number of working days over the period of anticipated leave must elect either to:

- A. take leave for a period or periods of a particular duration, not greater than the duration of the planned treatment; or
- B. transfer temporarily to an available alternative position offered by the Superintendent for which the instructional staff member is qualified, and that has equivalent pay and benefits and that better accommodates the recurring periods of leave than the staff member's regular position.

The Superintendent will notify the staff member when the District intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. When verbal notice is given, it will be followed by written notice within ten (10) business days. In the case of intermittent or reduced-leave schedule leave, only one (1) such notice is required unless the circumstances regarding the leave have changed. If the Superintendent does not have sufficient information about the reason for an employee's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent will promptly notify the staff member that the paid leave will count toward the staff member's twelve (12) week FMLA-leave entitlement.

In cases in which the Board employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child, or twenty-six (26) weeks of FMLA leave for Service Member Leave.

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one), the staff member must provide medical certification from the healthcare provider of the eligible staff member or his/her immediate family member). When the staff member requests qualifying Service Member Leave, s/he must provide certification of a qualifying exigency or of the service member's serious illness. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed.

The staff member may either:

- A. submit the completed medical certification to the Superintendent; or
- B. direct the healthcare provider to transfer the completed medical certification directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event the staff member fails to provide medical certification, any leave taken by the employee will not qualify for FMLA Leave/Service Member Family Leave.

When the need for FMLA leave is foreseeable and at least thirty (30) days notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Superintendent within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

Any dispute over eligibility for FMLA leave shall be discussed between the employee and Superintendent. The District shall be responsible for maintaining a record of those communications.

The Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either:

- A. submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent; or
- B. direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the employee will not qualify for FMLA leave.

~~[ ] A staff member who takes leave for his/her own serious health condition prior to returning to work, must provide the Superintendent with a statement from his/her healthcare provider that s/he is able to resume work.~~

Upon return from any FMLA leave, the Board will restore the staff member to his/her former position or to a position with equivalent employment benefits, pay and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.

Any leave or return from leave during the last five (5) weeks of an academic term shall be reviewed individually by the Superintendent to minimize disruption to the students' program. Special rules under the FMLA may apply for instructional staff.

~~[x]~~ The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave.

†[x] If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the staff member or of the staff member's immediate family member, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

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The approval, denial and administration of leave under this policy will be governed by the Family Medical Leave Act of 1993, as amended, and its published regulations, as applied and interpreted by the Superintendent.

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

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- c. the referral of any student or client for lessons or services to any private business or professional practitioner if there is any expectation of reciprocal referrals, sharing of fees, or other remuneration for such referrals
  - d. the requirement of students or clients to purchase any private goods or services provided by an employee or any business or professional practitioner with whom any employee has a financial relationship, as a condition of receiving any grades, credits, promotions, approvals, or recommendations
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No employee may solicit or accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts involved with Federal grant funds

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M.C.L. 380.634

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- ( ) without the permission of the Superintendent.

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including spring, air and gas-powered guns (whether loaded or unloaded) that will expel a BB, pellet, or paint balls, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapon, ammunition, and explosives or any other weapon described in 18 U.S.C. 921.

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- ~~(x)~~ items approved by a principal as part of a class or individual presentation under adult supervision, if used for the purpose of and in the manner approved; (Working firearms and ammunition shall never be approved.)
- ( ) theatrical props that do not meet the definition of "weapons" above, used in appropriate settings;
- ~~(x)~~ starter pistols used in appropriate sporting events;
- ( ) firearms that are lawfully stored inside a locked vehicle in school parking areas if the District adopts appropriate safeguards to provide for student safety.

Staff members shall immediately report knowledge of dangerous weapons and/or threats of violence by students, staff members, or visitors to the Principal. Failure to report such information may subject the staff member to disciplinary action, up to and including termination.

**REVISED POLICY - VOL. 30, NO. 1**

**FAMILY & MEDICAL LEAVES OF ABSENCE ("FMLA")**

In accordance with Federal law, the Board of Education shall provide up to twelve (12) weeks of unpaid FMLA leave in any twelve (12) month period to eligible support staff members for the following reasons:

- A-1. the birth of a child and/or the care of a newborn child within one (1) year of the child's birth
- B-1. the placement of a child with the staff member by way of adoption or foster care and/or to care for the child within one (1) year of the child's arrival
- C-1. the staff member is needed to care for a spouse, parent or dependent child if such individual has a serious health condition, or
- D-1. the staff member's own serious health condition prevents him/her from performing the functions of his/her position

Employee Entitlement to Service Member FMLA

Leave Entitlement

Service member FMLA provides eligible employees unpaid leave for one (1), or for a combination, of the following reasons:

- A-2. A "qualifying exigency" arising out of a covered family member's (spouse, son, daughter, or parent) covered active duty or call to covered active duty in the United States Armed Forces including the National Guard and Reserves. Qualifying exigencies, as defined by Federal regulations, include: 1) short-notice deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation (maximum fifteen (15) calendar days); 7) post-deployment activities; 8) caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty; and 9) additional activities not encompassed in the other categories, but agreed to by the employer and employee. Covered active duty means deployment with the Armed Forces to a foreign country.

- B-2. To care for a covered family member, including next of kin as provided in the statute, who has incurred an injury or illness or aggravation of a pre-existing illness or injury while in the line of duty while on covered active duty in the United States Armed Forces, including the National Guard and Reserves, provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank, or rating. Covered active duty means deployment with the Armed Forces to a foreign country. This leave is also available to care for veterans of the United States Armed Forces, including the National Guard and Reserves, provided the veteran was a service member at any time within the five (5) years prior to the start of the treatment, recuperation or therapy. In accordance with applicable regulations, a veteran's serious injury or illness incurred or aggravated in the line of active duty can also be manifested by: 1) a physical or mental condition with a VA Service Disability Rating of 50% or greater and is the condition precipitating the need for leave; or 2) a physical or mental condition that substantially impairs the ability to secure or substantially follow a gainful occupation, or would do so absent treatment; or 3) an injury, including psychological, for which the veteran has been enrolled in the Dept. of V.A. Program of Comprehensive Assistance for Family Care Givers.

#### Duration of Service Member FMLA

- A. When leave is due to a "Qualifying Exigency": An eligible employee may take up to twelve (12) work weeks of leave during any twelve (12) month period. Such leave shall be counted with regular FMLA leave time in calculating the twelve (12) weeks of allowable leave.
- B. When leave is to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) work weeks of leave during a single twelve (12) month period to care for the service member who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. This is a one (1) time benefit per service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

- C. Service Member FMLA runs concurrent with other leave entitlements provided under Federal, State, and local law.

General FMLA Provisions

Staff members are "eligible" if they have worked for the Board for at least twelve (12) months, and for at least 1,250 hours over the twelve (12) months prior to the leave request. Service time may be aggregated when the break in service is less than seven (7) years for military obligation or subject to recall under a collective bargaining agreement. All periods of absence from work due to or necessitated by USERRA-covered service is counted in determining an employee's eligibility for FMLA leave.

Twelve (12) month period for determining hours worked and use of leave is defined as

- ( ) a fixed twelve (12) month period (i.e. the "leave year" is identical for all staff members -- e.g., a fiscal year or calendar year).
- ( ) the twelve (12) month period measured forward from the date the staff member's first FMLA leave begins (i.e., the "leave year" is specific to each individual staff member).
- ~~(x)~~ a rolling twelve (12) month period measured backward from the date the staff member uses FMLA leave (i.e. the "leave year" is specific to each individual staff member).

For Service Member FMLA leave, the use of the twenty-six (26) weeks of leave will be measured forward from the first date on which the employee takes leave.

Serious health condition is defined as an illness, injury, impairment, or physical or mental condition that involves:

- A. inpatient care, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. continuing treatment by a healthcare provider, including:
  - 1. a period of incapacity of more than three (3) consecutive full calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves either in person treatment two (2) or more times by a healthcare provider within thirty (30) days of the first date of incapacity absent extenuating circumstances beyond the employee's control, or in person treatment by a healthcare provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of a healthcare provider;

The first visit to the healthcare provider must occur within seven (7) days of the first date of incapacity.

- 2. any incapacity due to pregnancy or for prenatal care;

An expectant mother is entitled to FMLA leave for incapacity due to pregnancy even if she does not receive treatment from a healthcare provider during the absence, and even if the absence does not last for more than three (3) consecutive, full calendar days.

- 3. any period of incapacity or treatment for such incapacity due to a chronic serious health condition;
- 4. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- 5. any period of absence to receive multiple treatments by a healthcare provider either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three (3) consecutive days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), kidney disease (dialysis);



- C. conditions for which cosmetic treatment are administered are not “serious health conditions” unless inpatient hospital care is required or complications develop. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomachs, minor ulcers, headaches other than migraines, routine dental or orthodontia problems, periodontal disease, etc., are conditions that do not meet this definition and do not qualify for FMLA leave.

Whenever the leave is foreseeable, the staff member shall provide the Superintendent with thirty (30) days notice. If there is insufficient time to provide such notice because of unforeseeable events, the staff member shall provide such notice as soon as possible and practical, generally not later than the next business day after the employee realizes the need for leave. Failure to follow the leave notice requirements may result in delay of obtaining the leave. Employees will still be required to comply with the absence reporting procedures at their buildings.

When planning medical treatment, the staff member must consult with the Superintendent and make a reasonable effort to schedule the leave so as not to unduly disrupt the regular operation of the District, subject to the approval of the healthcare provider.

The Board shall require the staff member

**OR**

The staff member may request

to substitute any of his/her earned or accrued paid vacation leave, personal leave or family leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the birth, adoption or foster care placement of a child, or qualifying exigency for a Service Member Family Leave (see A-1, B-1, and A-2 on page one).

The Board shall require the staff member

**OR**

The staff member may request

to substitute any of his/her earned or accrued paid vacation, personal leave or sick leave (per the applicable collective bargaining agreement) for unpaid FMLA leave provided for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one and B-2 on page two).

If the staff member has not earned or accrued adequate paid leave to encompass the entire twelve (12) or twenty-six (26) week period of FMLA leave, any additional weeks of leave to which the staff member is entitled to shall be unpaid. Whenever a staff member uses paid leave for a qualifying leave under this policy, such leave will count towards the maximum allowable leave, the paid leave, and FMLA/Service Member Family leave to which the staff member is entitled will run concurrently.

The Superintendent may allow a staff member to take FMLA leave intermittently or on a reduced-leave schedule for the birth, adoption or foster care placement of a child (see A-1 and B-1 on page one). A staff member may take FMLA leave on an intermittent or reduced-leave schedule when medically necessary for his/her own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one). The taking of such leave results in the total reduction of the twelve (12) weeks only by the amount of leave actually taken. Leave will be accounted for in increments no greater than the smallest increment used for other similar leaves, but in no event greater than one (1) hour increments. Leave entitlement will not be reduced by more than the amount of leave actually taken.

If the intermittent or reduced-leave schedule is foreseeable based on planned medical treatment, the Superintendent may require the staff member to transfer temporarily to an available alternative position which better accommodates recurring periods of leave. The alternative position shall have equivalent pay and benefits but not necessarily equivalent duties.

The Superintendent will notify the staff member when the District intends to designate leave as FMLA-qualifying. Such notice may be given orally or in writing. When verbal notice is given, it will be followed by written notice within ten (10) business days. In the case of intermittent or reduced-leave schedule leave, only one (1) such notice is required unless the circumstances regarding the leave have changed. If the Superintendent does not have sufficient information about the reason for an employee's use of paid leave, the Superintendent may inquire further to ascertain whether the paid leave is FMLA-qualifying. Once the Superintendent learns that a paid leave is for an FMLA leave-qualifying reason, the Superintendent will promptly notify the staff member that the paid leave will count toward the staff member's twelve (12) week FMLA-leave entitlement.

In cases in which the Board employs both spouses, the total amount of FMLA leave is twelve (12) weeks for the couple, except when the leave is due to the serious health condition of either spouse or a child, or twenty-six (26) weeks of FMLA leave for Service Member Leave.

When FMLA leave is taken for the staff member's own serious health condition or to care for a spouse, parent or dependent child with a serious health condition (see C-1 and D-1 on page one), the staff member must provide medical certification from the healthcare provider of the eligible staff member or his/her immediate family member. When the staff member requests qualifying Service Member Leave, s/he must provide certification of a qualifying exigency or of the service member's serious illness. For service member leave, any certification permitted under 29 C.F.R. 825.310 shall be allowed.

The staff member may either:

- A. submit the completed medical certification to the Superintendent or his/her designee; or
- B. direct the healthcare provider to transfer the completed medical certification directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event the staff member fails to provide medical certification, any leave taken by the employee will not qualify for FMLA Leave/Service Member Family Leave.

When the need for FMLA leave is foreseeable and at least thirty (30) days notice has been provided, the staff member must provide the medical certification before the leave begins. When this is not possible, the employee must provide the requested certification to the Superintendent within fifteen (15) calendar days after the staff member requests FMLA leave unless it is not practicable under the circumstances to do so despite the staff member's diligent and good faith efforts.

Any dispute over eligibility for FMLA leave shall be discussed between the employee and Superintendent. The District shall be responsible for maintaining a record of those communications.

The Board reserves the right to obtain, at its expense, the opinion of a second healthcare provider and, in the event of conflict, the opinion of a third healthcare provider whose decision shall be binding and final. The staff member may either:

- A. submit the opinion of the second healthcare provider, and the opinion of the third healthcare provider if applicable, to the Superintendent; or
- B. direct the second or third healthcare provider to transfer his/her opinion directly to the Superintendent, which will generally require the staff member to furnish the healthcare provider with a HIPAA-compliant authorization.

In the event that the staff member fails to provide the medical opinion of the second or third healthcare provider, if applicable, any leave taken by the employee will not qualify for FMLA leave.

~~[ ] A staff member who takes leave for his/her own serious health condition prior to returning to work, must provide the Superintendent with a statement from his/her healthcare provider that s/he is able to resume work.~~

Upon return from any FMLA leave, the Board will restore the staff member to his/her former position or to a position with equivalent employment benefits, pay and conditions of employment. During FMLA leave, the Board shall maintain the staff member's current coverage under the Board's group health insurance program on the same conditions as coverage would have been provided if the staff member had been continuously working during the leave period. If the staff member was paying all or part of the premium payments prior to going on FMLA leave, the staff member must continue to pay his/her share during the leave.

[x] The staff member shall not accrue any sick leave, vacation, or other benefits during a period of unpaid FMLA leave.

The use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the staff member's leave.

†[x] If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the staff member or of the staff member's immediate family member, or for circumstances beyond the control of the staff member, the staff member shall reimburse the Board for the health insurance premiums paid by the Board during the unpaid FMLA leave period.

A staff member who fraudulently obtains FMLA leave is not protected by this policy's job restoration or maintenance of health benefits provisions.

The Superintendent shall prepare any guidelines that are appropriate for this policy and ensure that the policy is posted properly.

In any areas where discretion is allowed in the implementation of this policy or its guidelines for implementation, such discretion shall be exercised in a non-discriminatory manner. Similarly situated persons shall be treated similarly.

The Superintendent shall provide a copy of the policy to all staff members, and retain a record of how and when the policy was distributed. A notice of Rights and Obligations shall also be provided each time an employee requests FMLA leave or the District has sufficient information to believe that the employee may qualify for FMLA leave.

The approval, denial and administration of leave under this policy will be governed by the Family Medical Leave Act of 1993, as amended, and its published regulations, as applied and interpreted by the Superintendent.

29 U.S.C. 2601 et seq.

29 C.F.R. Part 825

P.L. 110-181, Sec. 585 – National Defense Authorization Act (January 28, 2008)

P.L. 111-84, Sec. 565 – National Defense Authorization Act (October 28, 2009)

**REVISED POLICY - VOL. 29, NO. 2**

**IMMUNIZATION**

[ ] The Board of Education believes that immunization is one of the most cost-effective measures to protect children from vaccine-preventable diseases. Accordingly, the Board requires that all students be properly immunized at the time of registration or not later than the first day of school pursuant to the provisions of the ~~State Health~~ Department of Health and Human Services (DHHS) regulations.

Students must meet the immunization requirements set by State for attendance at school in order to enroll or attend.

Students who do not meet the immunization requirements on the opening day of school shall be admitted by the Superintendent in accordance with District administrative procedures. Transfer students shall not be admitted without proof of immunization as required by the State.

There are three (3) circumstances in which a required vaccine may be waived or delayed:

- A. A valid medical contraindication exists to receiving the vaccine. The child's physician must certify the contraindication on Form 5320 F2.
- B. The parents hold religious or philosophical beliefs against receiving a vaccination. Any parent/guardian/in loco parentis who wants to claim a nonmedical waiver will need to receive education regarding the benefits of vaccination and the risks of disease from a county health department before obtaining the certified nonmedical waiver form through the Local Health Department. ~~The parents must submit Form 5320 F3 before a waiver is granted.~~
- C. The child has received at least one (1) dose of each immunizing agent and the next dose(s) are not due yet.

When the District provides information on immunizations, infectious disease, medications, or other school health issues to parents and guardians of students in at least grades 6, 9, and 12, the Board shall include information about meningococcal meningitis and, the vaccine for meningococcal meningitis and about human papillomavirus and the vaccine for human papillomavirus. The information shall include at least the causes and symptoms of meningococcal meningitis and how it is spread and the risks associated with human papillomavirus. In addition, the information shall include sources where parents/guardian may obtain additional information about both diseases and where they may obtain meningococcal meningitis and/or human papillomavirus vaccination of a child.

M.C.L. 333.9201 et seq., 380.1177, 380.1177a  
A.C. 325.176



**NEW POLICY - VOL. 30, NO. 1****SEXUAL VIOLENCE**

The Board of Education does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, “Protected Classes”) in its education programs and activities. The Board is committed to maintaining an education and work environment that is free from all forms of unlawful harassment, including sexual harassment.

Sexual harassment, including sexual violence, interferes with students’ rights to receive an education free from discrimination, and, in the case of sexual violence, is a crime. Pursuant to its Title IX obligations, the Board is committed to eliminating sexual violence in all forms and will take appropriate action against any individual found responsible for violating this policy. To further its commitment against sexual violence, the Board provides reporting options, an investigative and disciplinary process, and other related services as appropriate.

This policy applies to all student complaints, whether filed by a student, his/her parent, an employee, or third party on the student’s behalf. It applies to all District operations, programs, and activities, as well as to unlawful conduct occurring on school property or during a Board-sponsored activity. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment.

## Definitions

### Sexual Harassment

As detailed further in Policy 5517, sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature. Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Examples include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. unwanted physical and/or sexual contact;
- C. threats or insinuations implying that a person's conditions of education may be adversely affected by not submitting to sexual advances;
- D. unwelcome sexual verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; unwelcome sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls;
- E. sexually suggestive objects, pictures, videotapes, audio recordings or literature;
- F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
- G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
- H. speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;

- I. inappropriate boundary invasions into a student's personal space and personal life; and
- J. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

**Sexual Violence**

Sexual violence, as used in this policy, refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (e.g., due to the student's age, intellectual or other disability, or use of drugs or alcohol).

Sexual violence includes rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Sexual violence can be carried out by school employees, other students, or third parties. All such acts of sexual violence are forms of sexual harassment and, in turn, sex discrimination prohibited by Title IX.

Harassing conduct creates a hostile environment when it interferes with or limits a student's ability to participate in or benefit from the school's program. A single or isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe. For example, a single instance of rape is sufficiently severe to create a hostile environment.

**Anti-Harassment Compliance Officers**

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

**[NOTE: For the complainant’s comfort, districts are advised to appoint both a male and a female Compliance Officer. The Compliance Officers may also serve as the District's Section 504/ADA and Title IX Coordinators.]**

Mollie Sharrar

Brian Higgins

(Name)

(Name)

Executive Director of Instruction & Strategic Initiatives

Executive Director of Human Resources

(School District Title)

(School District Title)

734-424-4100 ext 7346

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7714 Ann Arbor St.  
Dexter, MI 48130

(Office Address)

(Office Address)

sharrarm@dexterschools.org

higginsb@dexterschools.org

(E-mail Address)

(E-mail Address)

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

- in the student, parent, and staff handbooks.
- in the School District Annual Report to the public.
- on the School District's web site.
- on each individual school's web site.
- in the School District's calendar.
- \_\_\_\_\_.

The Compliance Officers are available during regular school/work hours to discuss Title IX questions, sexual violence concerns, and to assist students, other members of the School District community, and third parties. Compliance Officers shall accept sexual violence complaints directly from any members of the School District community or a visitor to the District, as well as those initially filed within a school building administrator. Upon receiving a complaint, the Compliance Officer or designee will discuss confidentiality issues with the complainant (and his/her parent, if the complainant is a minor), and open an investigation as described below.

## **Complaint Procedures**

### **Reporting**

Students and Board employees are required, and parents, community members, and third parties are encouraged, to report sexual violence promptly to a teacher, administrator, supervisor, or other school official. Reports can be made orally or in writing, and should be as specific as possible. The person making the report shall identify the alleged victim, perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s). The District, however, will investigate and address all reports to the extent possible.

A student has a right to file criminal and/or Title IX complaints simultaneously. A student does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to sexual violence or any other Title IX concerns may also be filed with the U.S. Department of Education's Office for Civil Rights.

**[OPTIONAL: The District's harassment reporting form (Form 5517.02 F1) is an optimal, but not required, way to report sexual harassment, including sexual violence. This form is available at \_\_\_\_\_.]**

Any teacher, administrator, supervisor, or other school employee or official who receives such a complaint shall file it with the District's Compliance Officer within two (2) school days, and shall comply with his/her mandatory reporting responsibilities pursuant to R.C. 2151.412. The Compliance Officer will oversee the District's investigation and response to any Title IX-related complaints, but s/he may delegate the investigative process to another individual ("Designee"). The Board reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy.

### **Confidentiality**

The District respects students' privacy and will only disclose information regarding alleged sexual violence to individuals who are responsible for handling the school's response, the student's parents (if the student is a minor or is considered a dependent under Section 152 of the Internal Revenue Code), or as otherwise required by law. During the course of a formal investigation, the Compliance Officer/designee will instruct all interviewees about the importance of maintaining confidentiality. Interviewees will be directed not to disclose any information that s/he learns or that s/he provides during the course of the investigation to third parties.

Students or their parents sometimes ask that the students' names not be disclosed to the alleged perpetrators or that no investigation or disciplinary action be pursued to address the alleged sexual violence. Upon such a request, the Compliance Officer/designee will inform the student and his/her parent that honoring the request may limit the District's ability to respond fully to the incident, including pursuing disciplinary action against the alleged perpetrator. The official will also explain that Title IX includes protections against retaliation, and that school officials will not only take steps to prevent retaliation but also take strong responsive action if it occurs.

Should the student or his/her parents continue to request complete confidentiality, the Compliance Officer/designee will balance the student's privacy request with the District's obligation to provide a safe and non-discriminatory environment for all students. Should the official determine that the District can honor the student's or parent's request and remain in compliance with its Federal and State obligations, the District may limit its investigation and/or formal action against the alleged perpetrator. The District will, however, take other action to address the sexual violence. This may include increasing monitoring and security, offering schedule changes, and conducting climate surveys.

If the Compliance Officer/designee determines that the District must disclose the student's identity to an alleged perpetrator, s/he will inform the student and his/her parents prior to disclosure. The District will then afford interim protection measures to the student as appropriate.

### **Investigation**

The District is committed to investigating all sexual violence complaints in an adequate, reliable, impartial, and prompt manner. The investigation will seek to determine whether the conduct occurred, and if so, what actions the school will take to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects.

The investigation may include:

- A. interviewing the complainant, perpetrator, and any witnesses;
- B. reviewing law enforcement investigation documents;
- C. reviewing student and personnel files;
- D. gathering and examining other relevant documents or evidence; and
- E. providing a disciplinary hearing as needed.

The District affords both parties a balanced and fair process. Specifically, the complainant has the same rights throughout the proceeding as the alleged perpetrator. Both parties, for example, will have an equal opportunity to present relevant witnesses and other evidence at a disciplinary hearing. Likewise, the District's appeal process is available to both parties. The District, however, does not require complainants to be present for the hearing or appeal. Further, the District will not permit parties to personally question or cross-examine each other directly.

**[OPTION]**

[ ] Additionally:

- ( ) The District permits both parties to have legal counsel or other advisors at any stage of the proceedings. Any restrictions on legal counsel participation apply to both parties equally.
- ( ) The District permits both parties to submit third-party testimony.
- ( ) The District permits both parties to be present for the entire hearing, but it will not require the complainant and alleged perpetrator to be present in the same room at the same time.

**[END OF OPTION]**

In resolving a complaint, the District uses a preponderance of the evidence standard, determining whether it is more likely that not that sexual violence occurred.

**Timeline**

The Compliance Officer/designee must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), within two (2) school days after receipt of a report of sexual violence to advise s/he/them of the Board's intent to investigate the alleged misconduct. The Compliance Officer/designee will also inform the alleged perpetrator of the opportunity to submit a written response to the complaint within five (5) business days. The District's investigation, including a disciplinary hearing process (but not appeal), may take up to sixty (60) calendar days to complete. This timeframe may be extended on a case-by-case basis, depending on the complexity and severity of the matter, criminal investigation requirements, and school breaks. During this period, the District will provide the complainant with periodic updates on the status of the investigation.



**Interim Measures**

During the investigation, the District will take interim steps to facilitate the complainant's equal access to its education programs. These steps may include, but are not limited to: (1) notifying the complainant of his/her options to avoid contact with the alleged perpetrator; (2) allowing the complainant to change his/her academic, extracurricular, transportation, dining, and working situation as appropriate; and (3 ) informing complainant of other available resources, such as counseling, legal assistance, and victim advocacy. Specific interim measures will be considered and offered on a case-by-case basis.

**Notice**

Upon completing its investigation, the District will notify both parties in writing about the outcome of the complaint and any appeal. Specifically, the District will notify the complainant: (1) as to whether the investigation substantiated the allegations; (2) of individual remedies offered to the complainant; (3) of sanctions imposed on the perpetrator that directly relate to the complainant; and (4) other steps the District has taken to eliminate the hostile environment and prevent recurrence. The alleged perpetrator will be notified of the investigation's result and disciplinary consequence to him/her, if any. The District will not notify the alleged perpetrator about the individual remedies afforded to the complainant. All aforementioned notifications will comply with Federal and State privacy laws, including the Family Education Rights and Privacy Act (FERPA).

**Remedies**

The District will provide a prompt and equitable resolution. If the investigation substantiates the complaint, the District will take steps to end the sexual violence, eliminate the hostile environment, prevent its recurrence, and remedy its effects. In addition to imposing disciplinary consequences on the perpetrator, the District will consider the following individual and global remedies, on a case-by-case basis:

- A. providing medical, counseling, and academic support services to the complainant and/or perpetrator;
- B. re-arranging schedules at the complainant's request;
- C. affording the complainant extra time to complete or retake classes without academic penalty;
- D. reviewing any disciplinary proceedings against the complainant;
- E. training or retraining employees;
- F. developing materials on sexual violence;
- G. conducting sexual violence prevention programs; and
- H. conducting climate checks.

The District will not offer mediation in cases involving sexual violence. Disciplinary consequences against offenders may include suspension, expulsion, termination, and any other sanctions the Board deems appropriate. Any discipline meted out to offenders will comply with special education and Section 504 laws and regulations.

**Appeals Process**

Both complainants and perpetrators may appeal the outcome of the investigation. Any appeal opportunities afforded to the alleged perpetrator are also afforded to the complainant. Any party wishing to appeal the outcome of the investigation must submit a written appeal to the Board within ten (10) school days after receipt of the written notice of the outcome of the investigation. The Board shall, within twenty (20) work days, conduct a hearing concerning the appeal. The Board shall provide a written decision to the appealing individual within ten (10) work days following completion of the hearing.

**Retaliation**

Federal law strictly prohibits retaliation against a complainant or witness. The District will inform complainant of this prohibition and direct him/her to report retaliation, whether by students or school officials, to the Compliance Officer. Upon learning of retaliation, school officials will take strong responsive action as appropriate.

**Training**

All staff will be trained so they know to report harassment to appropriate school officials. This training will include practical information about how to identify and report sexual harassment, including sexual violence. The training will be provided to any employees likely to witness or receive complaints involving sexual harassment and/or sexual violence, including teachers, school law enforcement unit employees or school resource officers, school administrators, school counselors, and health personnel. Further, school administrators responsible for investigating allegations of sexual harassment and sexual violence will be trained how to conduct such investigations and respond properly to such charges.

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)

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

42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964

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

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

42 U.S.C. 1983

34 C.F.R. Part 106

Dear Colleague Letter on Sexual Violence (Office for Civil Rights, 2011)

OCR's Revised Sexual Harassment Guidance (2001)

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WEAPONS

The Board of Education prohibits students from possessing, storing, making, or using a weapon in any setting that is under the control and supervision of the District for the purpose of school activities approved and authorized by the District including, but not limited to, property leased, owned, or contracted for by the District, a school-sponsored event, including athletic events, or in a District vehicle.

( ) without the permission of the Superintendent.

The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type whatsoever, including spring, air and gas-powered guns (whether loaded or unloaded) that will expel a BB, pellet, or paint balls, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives or any other weapon described in 18 U.S.C 921.

This policy shall also encompass such actions as look-alike items, false fire alarms, bomb threats, or intentional calls to falsely report a dangerous condition.

[ ] The Superintendent is authorized to establish instructional programs on weapons which require students to immediately report knowledge of weapons and threats of violence by students ( ) and staff to the building principal. Failure to report such knowledge may subject the student to discipline up to and including suspension or expulsion from school.

The Superintendent will refer any student who violates this policy to the student's parents or guardians and to the criminal justice or juvenile delinquency system. The student may also be subject to disciplinary action, up to and including expulsion.

Policy exceptions include:

~~(x)~~ weapons under the control of law enforcement personnel;

~~(x)~~ items pre-approved by the building principal as part of a class or individual presentation under adult supervision, if used for the purpose and in the manner approved; (Working firearms and any ammunition will never be approved as part of a presentation.)

- ( ) theatrical props that do not meet the definition of "weapons" above,  
used in appropriate settings;

This policy will be published annually in all District student and staff handbooks. Publication is not a precondition to enforcement of this policy.

M.C.L. 380.1311, 380.1312(1), 380.1313  
20 U.S.C. 7151

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**REVISED POLICY - VOL. 30, NO. 1**

**STUDENT FUND-RAISING**

The Board of Education acknowledges that the solicitation of funds from students must be limited since compulsory attendance laws make the student a captive donor and may also disrupt the program of the schools.

For purposes of this policy "student fund-raising" shall include the solicitation and collection of money from students for any purpose and shall include the collection of money in exchange for tickets, papers, or any other goods or services for approved student activities. "Student fund-raising" also includes giving away goods or services, but suggesting a monetary donation.

The Board will permit student fund-raising by students in school, on school property, or at any school-sponsored event only when the profit therefrom is to be used for school purposes or for an activity connected with the schools.

Fund raising by approved school organizations, whose funds are managed by the District, may be permitted in school by the principal. Such fund-raising **that occurs** off school grounds may be permitted by the Superintendent. ~~For any fund raisers, including those operated by student clubs and organizations, parent groups, or boosters clubs, that involve the sale of food items and/or beverages to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day), the food items and/or beverages to be sold shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, and also be consistent with requirements set forth in Policy 8500 Food Services.~~

**Exceptions per State law and Michigan Department of Education regulation]**

~~The Board permits 2 fundraisers per week per school that involve the sale of food items and/or beverages that are an exception to the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools regulations for consumption on campus during the school day by students.~~

**[NOTE: The Michigan Department of Education's Administrative Policy No. 21 sets the upper limit for non-compliant fundraisers at two (2) per week.]**

~~Other than approved non-compliant fundraisers, the food and/or beverage items to be sold for any other fund raisers by student clubs and organizations, parent groups, or booster clubs and consumed on campus,~~

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~~shall comply with the current USDA Dietary Guidelines for Americans, and the USDA Smart Snacks in Schools nutrition standards, and also be consistent with requirements set forth in Policy 8500—Food Services.~~

If approved, fund-raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8500, Food Services, pertaining to the sale of foods and beverages during food-service hours, whether those food items and beverages are compliant with, or an exception to, the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools nutrition standards.

- ( ) If an exception is granted to the requirement that food items and beverages are compliant with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in Schools nutrition standards, the Principal shall also maintain records for each exception, including, but not limited to, the length of the fundraiser, the type, quantity, and price of the food item and/or beverage sold, and the gross and net amount raised.

Fund-raising by students on behalf of school-related organizations whose funds are not managed by the District may be permitted on school grounds by the Superintendent.

~~All other fund-raising by school-related organizations and District support organizations, both those whose funds are managed by the Fiscal Officer and those whose funds are not managed by the Fiscal Officer, shall be done in accordance with Policy 9211 and Board Policy 9700.~~  
~~shall be done in accordance with Board Policy 9700.~~

The Superintendent shall establish administrative guidelines for the solicitation of funds ~~which~~ that shall:

- A. specify the times and places in which funds may be collected;
- B. describe permitted methods of solicitation which do not place undue pressure on students;

- C. limit the kind and amount of advertising for solicitation;
- D. ~~ensure proper~~ require that the Board approve the distribution or liquidation of monies remaining in a student activity account when the organization is defunct or disbanded; and
- E. limit the number of fund-raising events.

Advisors for approved school organizations shall not accept any form of compensation from vendors that might influence their selection on a vendor that will provide a fund-raising activity or a product that will be sold as a fund-raiser. Furthermore, advisors for approved school organizations shall not accept any compensation from a vendor after a decision has been made regarding a fund-raising activity or a product that will be sold as a fund-raiser. In addition, advisors for approved school organizations who make the selection of a vendor that will provide a fund-raising activity or a product that will be sold as a fund-raiser shall not enter into a contractual arrangement whereby an advisor receives compensation in any form from the vendor that provides a fund-raising activity or a product that will be sold as a fund-raiser.

Such compensation includes, but is not limited to, cash, checks, stocks, or any other form of securities, and gifts such as televisions, microwave ovens, computers, discount certificates, travel vouchers, tickets, passes, and other such things of value. In the event that an advisor of an approved school organization receives such compensation, albeit unsolicited, from a vendor, the individual shall notify the Fiscal Officer, in writing, that s/he received such compensation and shall thereafter properly transmit said compensation to the Fiscal Officer at his/her earliest opportunity.

The Superintendent shall distribute this policy and the guidelines which implement it to each organization granted permission to solicit funds.

M.C.L. 380.1272b  
7 C.F.R. Parts 210 and 220  
42 U.S.C. 1779

Revised 12/8/14



**REVISED POLICY - VOL. 29, NO. 1****DISTRICT WEB PAGE**

The Board of Education authorizes the creation of websites by employees and students of the School District to be published on the World Wide Web. The creation of websites by students must be done under the supervision of a professional staff member. These websites must reflect the professional image of the District, its employees, and students. The content of all pages must be consistent with the Board's Mission Statement and is subject to prior approval of the Superintendent or designee.

The purpose of such websites is to educate, inform, and communicate. The following criteria should be used to guide the development of such websites:

A. **Educate**

Content provided in the website should be suitable for and usable by students and teachers to support the curriculum and the Board's Objectives as listed in the Board's Strategic Plan.

B. **Inform**

Content may inform the community about the school, teachers, students, or departments, including information about curriculum, events, class projects, student activities, and departmental policies.

C. **Communicate**

Content may provide an avenue to communicate with the community.

The information contained on the website should reflect and support the Board's Mission Statement, Educational Philosophy, and the School Improvement Process.

When the content includes a photograph or information relating to a student, the Board will abide by the provisions of Policy 8330 - Student Records.

All links included on the pages must also meet the above criteria and comply with State and Federal law (e.g. copyright laws, Children's Internet Protection Act, ADA, Children's Online Privacy Protection Act (COPPA)). Nothing in this paragraph shall prevent the District from linking the Board's web site to (1) recognized news/media outlets (e.g., local newspapers' web sites, local television stations' web sites) or (2) to web sites that are developed and hosted by outside commercial vendors pursuant to a contract with the Board. The Board recognizes that such third party web sites may contain age appropriate advertisements that are consistent with the requirements of Policy 9700.01, AG 9700B, and State and Federal law.

~~Under no circumstances is a website to be used for commercial purposes, advertising, political lobbying, or to provide financial gains for any individual. Included in this prohibition is the fact no web pages contained on the District's web site may: (1) include statements or other items that support or oppose a candidate for public office, the investigation, prosecution or recall of a public official, or passage of a tax levy or bond issue; (2) link to a web site of another organization if the other web site includes such a message; or (3) communicate information that supports or opposes any labor organization or any action by, on behalf of, or against any labor organization.~~

~~Under no circumstances is a staff member created web page/site, including personal web pages/sites, to be used to post student progress reports, grades, class assignments, or any other similar class related material. The Board maintains its own web site (e.g., Progressbook) that employees are required to use for the purpose of conveying information to students and/or parents.~~

~~Staff members are prohibited from requiring students to go to the staff member's personal web pages/sites (including, but not limited to, their Facebook or MySpace pages) to check grades, obtain class assignments and/or class related materials, and/or to turn in assignments.~~

~~If a staff member creates a web page/site related to his/her class, it must be hosted on the Board's server.~~

~~|| Unless the web page/site contains student personally identifiable information, Board web sites that are created by students and/or staff members that are posted on the Internet should not be password protected or otherwise contain restricted access features, whereby only employees, student(s), or other limited groups of people can access the site. Community members, parents, employees, staff, students, and other web site users will generally be given full access to the sites created pursuant to this policy.~~

Pages should reflect an understanding that both internal and external audiences will be viewing the information.

School websites must be located on Board-affiliated servers.

The Superintendent shall prepare administrative guidelines defining the standards permissible for web-site use.

The Board retains all proprietary rights related to the design of websites and/or pages that are hosted on the Board's servers, absent written agreement to the contrary.

Students who want their class work to be displayed on the Board's website must have written parent permission and expressly license its display without cost to the Board.

Prior written parental permission is necessary for a student to be identified by name on the Board's website.

**REVISED POLICY - VOL. 30, NO. 1**

**CRIMINAL JUSTICE INFORMATION SECURITY**  
**(NON-CRIMINAL JUSTICE AGENCY)**

The District is required by State law to have the Michigan State Police (MSP) obtain both a State and a Federal Bureau of Investigation (FBI) criminal history record information (CHRI) background check report for all employees of the District and contractors, vendors and their employees who work on a regular and continuous basis in the District. To assure the security, confidentiality, and integrity of the CHRI background check information received from the MSP/FBI, the following standards are established:

A. Sanctions for Non-Compliance

Employees who fail to comply with this policy and any guidelines issued to implement this policy will be subject to discipline for such violations. Discipline will range from counseling and retraining to discharge, based on the nature and severity of the violation. All violations will be recorded in writing, with the corrective action taken. The Superintendent shall review, approve, sign and date all such corrective actions.

B. Local Agency Security Officer (LASO)

The ~~[ ]~~ **Executive Director of Human Resources insert designated administrator** shall be designated as the District's Security Officer and shall be responsible for overall implementation of this policy and for data and system security. This shall include:

1. ensuring that personnel security screening procedures are being followed as set forth in this policy;
2. ensuring that approved and appropriate security measures are in place and working as expected;
3. supporting policy compliance and instituting the incident response reporting procedures;
4. ensuring that the Michigan State Police are promptly informed of any security incidents involving the abuse or breach of the system and/or access to criminal justice information;

5. to the extent applicable, identifying and documenting how District equipment is connected to the Michigan State Police system;
6. to the extent applicable, identify who is using the Michigan State Police approved hardware, software and firmware, and ensuring that no unauthorized individuals have access to these items.

The District's LASO shall be designated on the appropriate form as prescribed and maintained by the Michigan State Police. A new form shall be submitted every time a new LASO is designated.

C. Agency User Agreements

The District shall enter into any User Agreement required, and future amendments, by the Michigan State Police necessary to access the required CHRI on applicants, volunteers, and all other statutorily required individuals, such as contractors and vendors and their employees assigned to the District. The LASO shall be responsible for the District's compliance with the terms of any such User Agreement.

D. Personnel Security

All individuals that have access to any criminal justice information shall be subject to the following standards:

1. Background Checks - A Michigan (or state of residency if other than Michigan) and a national fingerprint-based criminal history record check shall be conducted within thirty (30) days of assignment to a position with direct access to criminal justice information or with direct responsibility to configure and maintain computer systems and networks with direct access to criminal justice information.
  - a. A felony conviction of any kind will disqualify an individual for access to criminal justice information.

- b. If any other results/records are returned, the individual shall not be granted access until the LASO reviews and determines access is appropriate. This includes, but is not limited to, any record which indicates the individual may be a fugitive or shows arrests without convictions. Such approval shall be recorded in writing, signed, dated and maintained with the individual's file.
- c. Support personnel, Information Technology contractors and vendors, ~~vendors~~ and custodial workers with access to physically secure locations or controlled areas (during criminal justice information processing) are subject to the same clearance standards as other individuals with access, unless they are escorted by authorized personnel at all times when in these locations or areas.
2. Subsequent Arrest/Conviction - If an individual granted access to criminal justice information is subsequently arrested and/or convicted, access shall be suspended immediately until the matter is reviewed by the LASO to determine if continued access is appropriate. Such determination shall be recorded in writing, signed, dated and maintained with the individual's file. In the event that the LASO has the arrest/conviction, the Superintendent (if not the designated LASO) shall make the determination. If the Superintendent is also the designated LASO, the determination shall be made by \_\_\_\_\_ Executive Director of Human Resources. ~~Insert Designated Administrator~~.
3. Public Interest Denial - If the LASO determines that access to criminal justice information by any individual would not be in the public interest, access shall be denied whether that person is seeking access or has previously been granted access. Such decision and reasons shall be in writing, signed, dated and maintained in the individual's file.

4. Approval for Access - All requests for access to criminal justice information shall be as specified and approved by the LASO. Any such designee must be ~~an~~ a direct employee of the District. The District must maintain a readily accessible list that includes the names of all LASO approved personnel with access to criminal justice information, as well as the reason for providing each individual access.
5. Termination of Employment/Access ~~—~~ Within twenty-four (24) hours of the ~~Upon~~ termination of employment, all access to criminal justice information shall be terminated immediately for that individual, and steps taken to assure security of such information and any systems at the District to access such information.
6. Transfer/Re-assignment - When an individual who has been granted access to criminal justice information has been transferred or re-assigned to other duties, the LASO shall determine whether continued access is necessary and appropriate. If not, s/he shall take such steps as necessary to block further access to such information.

7. Information Technology Contractors and Vendors<sup>1</sup> – Prior to granting access to criminal justice information to ~~a~~an IT contractor or vendor, identification must be verified via a Michigan (or state of residency if other than Michigan) ~~or~~and national fingerprint-based criminal history record check, unless they are escorted by authorized personnel at all times when accessing the criminal justice information. A felony conviction of any kind, as well as any outstanding arrest warrant, will disqualify ~~a~~an IT contractor or vendor for access to criminal justice information. A contractor or vendor with a criminal record of any other kind ~~misdemeanor offense(s)~~ may be granted access if the LASO determines the nature or severity of the misdemeanor offense(s) does not warrant disqualification. If any other results/records are returned, the individual shall not be granted access until the LASO reviews and determines access is appropriate.

<sup>1</sup>~~Non-Information Technology contractors or vendors shall not have access to criminal justice information. For purposes of Section D.(7.), contractors and vendors are individuals who act on behalf of the District, work on a regular or continuous basis in the District, and are involved in the hiring process of District employees. For example, this might be a third party provided manager or support staff person working in the personnel department. It does not authorize third party contractors or vendors to directly perform the criminal background checks in lieu of the District, or to access criminal justice information for the contractor's or vendor's own review.~~



E. Media Protection

Access to electronic and physical media in all forms, which contains criminal history background information provided by the Michigan State Police through the statutory record check process, is restricted to authorized individuals only. Only individuals involved in the hiring determination of both process of District employees and volunteers, including contractors and vendors who act on behalf of, and work on a regular and continuous basis in, the District, shall be authorized to access electronic and physical media containing CHRI.

1. Media Storage and Access – All electronic and physical media shall be stored in a physically secure location or controlled area, such as locked office, locked cabinet or other similarly secure area(s) which can only be accessed by authorized individuals. If such security cannot be reasonably provided, then all electronic CHRI background data shall be encrypted. Electronic media shall be stored on a District or School server. Storage on a third party server, such as cloud service, is not permitted. Storage of electronic media must conform to the requirements in AG 8321.
2. Media Transport –Electronic and physical media shall be protected when being transported outside of a controlled area. Only authorized individuals shall transport the media. It shall be directly delivered to the intended person or destination and shall remain in the physical control and custody of the authorized individual at all times during transport. Access shall only be allowed to an authorized individual. To the extent possible, electronic media (e.g., hard drives and removable storage devices such as disks, tapes, flash drives and memory cards) shall be either encrypted and/or be password protected during the transport process.

3. Media Disposal/Sanitization – When the CHRI background check is no longer needed, the media upon which it is stored shall either be destroyed or sanitized. The LASO and the Superintendent shall approve in writing the media to be affected. This record shall be maintained by the LASO for a period of at least five (5) years. **[Note: the regulations do not specify a specific period for maintaining this information. This time period is suggested as it will likely cover most statutes of limitation and can be retained in electronic format.]**
  - a. Electronic Media - Sanitization of the media and deletion of the data shall be accomplished by either overwriting at least three (3) times or by degaussing, prior to disposal or reuse of the media. If the media is inoperable or will not be reused, it shall be destroyed by shredding, cutting, or other suitable method to assure that any data will not be retrievable.
  - b. Physical Media – Disposal of documents, images or other type of physical record of the criminal history information shall be cross-cut shredded or incinerated. Physical security of the documents and their information shall be maintained during the process by authorized individuals. Documents may not be placed in a waste basket or burn bag for unauthorized individuals to later collect and dispose of.

All disposal/sanitization shall be either conducted or witnessed by authorized personnel to assure that there is no misappropriation of, or unauthorized access to, the data to be deleted. Written documentation of the steps taken to sanitize or destroy the media shall be maintained for ten (10) years, and must include the date as well as the signatures of the person(s) performing and/or witnessing the process. (See also, AG 8321.)

4. Mobile Devices – A personally owned mobile device (mobile phone, tablet, laptop, etc.) shall not be authorized to access, process, store or transmit criminal justice information unless the District has established and documented the specific terms and conditions for personally owned mobile devices.

F. CHRI Background Check Consent and Documentation

All individuals requested to complete a fingerprint-based CHRI background check must have given written consent—properly signed and dated—at time of application and be notified fingerprints will be used to check the criminal history records of the FBI, prior to completing a fingerprint-based CHRI background check. The most current and unaltered Livescan form (RI-030) will satisfy this requirement and must be retained. Individuals subject to a fingerprint-based CHRI background check shall be provided the opportunity to complete or challenge the accuracy of the individual's criminal history record.

Some type of documentation identifying the position for which a fingerprint-based CHRI background check has been obtained must be retained for every CHRI background check conducted, such as an offer letter, employment agreement, new hire checklist, employment contract, volunteer background check form, etc.~~job posting indicating successful candidate, Board minutes of approved hiring for particular position, etc.~~

G. Controlled Area

All CHRI obtained from the Michigan State Police pursuant to the statutorily required background checks shall be maintained in a controlled area, which shall be a designated office, room, area or lockable storage container. The following security precautions will apply to the controlled area:

1. Limited unauthorized personnel access to the area during times that criminal justice information is being processed or viewed.
2. The controlled area shall be locked at all times when not in use or attended by an authorized individual.
3. Information systems devices (e.g., computer screens) and physical documents, when in use, shall be positioned to prevent unauthorized individuals from being able to access or view them.
4. Encryption shall be used for electronic storage of criminal justice information. (See AG 8321)

H. Passwords (Standard Authentication)<sup>2</sup>

All authorized individuals with access to computer or systems where processing is conducted or containing criminal justice information must have a unique password to gain access. This password shall not be used for any other account to which the individual has access and shall comply with the following attributes and standards.

1. at least eight (8) characters long on all systems
2. not be a proper name or a word found in the dictionary
3. not be the same as the user identification
4. not be displayed when entered into the system (must use feature to hide password as typed)
5. not be transmitted in the clear outside of the secure location used for criminal justice information storage and retrieval
6. must expire and be changed every ninety (90) days
7. renewed password cannot be the same as any prior ten (10) passwords used (See also, AG 8321)

<sup>2</sup>Applicable to districts that maintain CHRI within an electronic system of records, such as an electronic database, filing system, record keeping software, spreadsheets, etc. Not applicable if CHRI kept solely via e-mail and/or paper copies.

I. Security Awareness Training

All individuals who are authorized by the District to have access to criminal justice information or to systems which store criminal justice information shall have basic security awareness training within six (6) months of initial assignment/authorization and every two (2) years thereafter. The training shall, to the extent possible, be received through ~~the Michigan State Police or~~ a program approved by the Michigan State Police. A template of the training is provided on the Michigan State Police's website. At a minimum, the training shall comply with the standards established by the U.S. Department of Justice and Federal Bureau of Investigation for Criminal Justice Information Services. (See AG 8321.)

J. Secondary Dissemination of Information

If criminal history background information received from the Michigan State Police is released to another authorized agency under the sharing provision designated by The Revised School Code, a log of such releases shall be maintained and kept current indicating:

1. the date of release;
2. record disseminated;
3. method of sharing;
4. agency personnel that shared the CHRI;
5. the agency to which the information was released;
6. whether an authorization was obtained.

A log entry need not be kept if the receiving agency/entity is part of the primary information exchange agreements between the District and the Michigan State Police. A release form consenting to the sharing of CHRI shall be maintained at all relevant times.

If CHRI is received from another District or outside agency, an Internet Criminal History Access Tool (ICHAT) background check shall be performed to ensure the CHRI is based on personal identifying information, including the individual's name, sex, and date of birth, at a minimum.

K. Audit Retention

The District shall retain audit records (position description, consent, and CHRI for both applicants that are hired and those that are not) for at least 365 days. Audit records must continue to be maintained until it is determined they are no longer needed for administrative, legal, audit, or other operational purposes. This includes, for example, retention and availability of audit records subject to Freedom of Information Act (FOIA) requests, subpoena, litigation hold and law enforcement actions.

Ref: Criminal Justice Information Services - Security Policy (Version 5.2, 2013),  
U.S. Dept. of Justice and Federal Bureau of Investigation  
Noncriminal Justice Agency Compliance Audit Review, Michigan State  
Police, Criminal Justice Information Center, Audit and Training Section  
Conducting Criminal Background Checks, Michigan State Police, Criminal  
Justice Information Center

**REVISED POLICY - VOL. 30, NO. 1****FOOD SERVICES**

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students.

- [ ] The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education.
- [ ] The Board shall provide a public hearing annually for all parents prior to determining whether or not it will provide a breakfast program for all students. If it chooses not to provide such a program, the Board shall make available the reasons for its decision.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages, including but not limited to the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program. In addition, as required by law, a food safety program based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service staff and other authorized persons.

Substitutions to the standard meal requirements shall be made, at no additional charge, for students ~~who are certified by a licensed physician to have~~ for whom a healthcare provider who has prescriptive authority in the State of Michigan has provided medical certification that the student has a disability which restricts his/her diet, in accordance with the criteria set forth in 7 CFR 15(b)(3). To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the students diet; and
- C. the food(s) to be omitted from the student's diet, and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

- [ ] On a case by case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who are not "disabled persons", but have a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must indentify:
- A. the medical or dietary need that restricts the student's diet; and
  - B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For non-disabled students who need a nutritional equivalent milk substitute, only a signed request by a parent or guardian is required.

Lunches sold by the school may be purchased by students and staff members and community residents in accordance with the administrative guidelines established by the Superintendent.

The operation and supervision of the food-service program shall be the responsibility of the ~~\_\_\_\_\_~~ Chief Financial Officer and the ~~\_\_\_\_\_~~ Director of Food Services. Food services shall be operated on a self-supporting basis with revenue from students, staff, Federal reimbursement, and surplus food. The Board shall assist the program by furnishing available space, initial major equipment, and utensils. Maintenance and replacement of equipment is the responsibility of the program.

A periodic review of the food-service accounts shall be made by the ~~\_\_\_\_\_~~ Chief Financial Officer. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods purchased using funds from the nonprofit food service account must accrue to the nonprofit food service account.



~~The Superintendent shall establish administrative guidelines for the conduct of the school lunch program that shall include provisions for:~~ With regard to the operation of the school food service program, the Superintendent shall require:

- (+) A. the maintenance of sanitary, neat premises free from fire and health hazards;
- (+) B. the preparation ~~and consumption~~ of food that complies with Federal food safety regulations;
- (+) C. the purchase of foods and supplies in accordance with ~~law~~ State and Federal law, USDA regulations, and Board policy (See Policy 1130, Policy 3110, and Policy 4110);
- (+) D. complying with food holds and recalls in accordance with USDA regulations;
- (+) E. the accounting and ~~deposition~~ disposition of food-service funds pursuant to Federal and State law and USDA regulations;
- (+) F. the safekeeping and storage of food and food equipment pursuant to USDA regulations.

No foods or beverages, other than those associated with the District's food-service program, are to be sold during food-service hours. The District shall serve only nutritious food as determined by the Food Service Department in compliance with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs ~~Dietary Guidelines for Americans~~ and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages unassociated with the food-service program must comply with the current USDA ~~Dietary Guidelines for Americans~~ Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines, and may be vended in accordance with Board Policy 8540.

The Superintendent will require that the food service program serve foods in District schools that are wholesome and nutritious and reinforce the concepts taught in the classroom.

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

M.C.L. 380.1272, 1272a, 1272d et seq.

7 C.F.R. Parts 15b, 127, 210, 215, 220, 225, 226, 240, 245, 3015

42 U.S.C. 1760

OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

REVISED POLICY - VOL. 30, NO. 1

DISTRICT SUPPORT ORGANIZATIONS

~~[ ] The Board of Education appreciates the efforts of all organizations whose objectives are to enhance the educational experiences of District students, to help meet educational needs of students, and/or provide extra educational benefits not provided for, at the time, by the Board.~~

District support organizations are defined as any non-profit entity, group, or other organization formed and operating for the purpose of supporting District programs ~~( ) and approved by the Board~~. These programs may be educational to parents and/or children.

~~[ ] The Board shall offer the opportunity for any authorized school support entity to receive coverage under the District's liability insurance program to protect the entity against claims resulting from damage or injury resulting from any act or omission of any school support entity. The entity shall pay for such coverage upon written notification from the \_\_\_\_\_.~~

The District name shall not be used to promote the interests of any school support organization without the approval of the Board.

The Board recognizes that parent-teacher organizations and other school-related community organizations are channels through which school personnel, parents, and other citizens may discuss educational concerns, problems and needs and work together toward solutions.

Each ~~volunteer~~ District support organization shall work within the appropriate school setting and in cooperation with the Principal and other staff members.

District support organizations shall allow participation by parents, District staff, and members of the community. All meetings should be communicated to the school and be open to the public. District support organizations shall not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively "protected classes"). Further, persons shall not be excluded from participation in outside support organizations based upon the extent or level of their past participation.

The following rules and procedures shall govern the working relationships between the Board, administration, and any District support organization:

~~(-x) District support organizations shall indemnify and hold the Board harmless from and against any and all claims and causes of action whatsoever arising out of or related to outside support organization acts and omissions in carrying out its activities. Outside support organizations shall purchase liability insurance (riders – self-insured) to cover such indemnification and to protect the outside support organization and Board against claims for damage or injury resulting from any act or omission outside the support organization. The amount of insurance coverage shall not be less than \$1,000,000 and the outside support organization shall provide the Board with sufficient documentation demonstrating that the Board is named as an additional insured on the policy.~~

~~(+) The Board shall offer the opportunity for any authorized school support entity to receive coverage under the District's liability insurance program to protect the entity against claims resulting from damage or injury resulting from any act or omission of any school support entity. The entity shall pay for such coverage upon written notification from the \_\_\_\_\_.~~

~~(+) In addition to parents, membership should be made available to District staff and members of the community.~~

( ) It shall be the responsibility of each District support organization to monitor its activities to assure compliance with Board policy.

( ) Each District support organization will submit its bylaws to the \_\_\_\_\_ office for review and approval.

( ) Each District support organization is encouraged to set goals that are consistent with those of the particular programs, activities or athletics being supported as articulated by the coach/advisor and/or athletic director of such program, activity or athletic event, to avoid duplication of effort and to maximize the benefit to the organization or group.

- ( ) The activities of the District support organizations shall not involve the use of public funds and the District shall not assume responsibility for any purchases made on behalf of any support organization governed by this policy. The School District tax identification number shall not be used for District support organization purchases.
- ( ) The time, date, purpose, location and conduct of all fund-raisers on District property shall have prior approval of the \_\_\_\_\_. District support organizations are encouraged to communicate their preferred activity dates to the \_\_\_\_\_ as soon as possible as consideration for dates and facilities will be given on a first come, first served basis.
- ( ) Each District support organization must abide by the policies and guidelines established for the use of District facilities and grounds. Projects that require any modification or alteration to District property must be pre-approved by the \_\_\_\_\_.

**[NOTE: CHOOSE EITHER OPTION 1 OR OPTION 2]**

~~( ) For any fund raisers, including those operated by student clubs and organizations, parent groups, or boosters clubs, that involve the sale of food items and/or beverages to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day), the food items and/or beverages to be sold shall comply with the current *USDA Dietary Guidelines for Americans* and the *USDA Smart Snacks in Schools* nutrition standards, and also be consistent with requirements set forth in Policy 8500 Food Services. Further, there shall be no exemptions from the standards for competitive foods in any of the District's schools.~~

**[END OF OPTION 1]**

~~[OPTION 2 – Exceptions per State law and Michigan Department of Education regulation]~~

~~(-x) The Board permits two (2) fund-raisers per ( ) week ( ) month ( ) year per school that involve the sale of food items and/or beverages that are not compliant with the current *USDA Dietary Guidelines for Americans* and the *USDA Smart Snacks in Schools* regulations for consumption on campus during the school day by students.~~

~~**[NOTE: The Michigan Department of Education's Administrative Policy No. 21 sets the upper limit for noncompliant fund-raisers at two (2) per week.]**~~

~~Other than approved non-compliant fundraisers, the food and/or beverages items to be sold for any other fund-raisers by student clubs and organizations, parent groups, or booster clubs and consumed on campus, shall comply with the current *USDA Dietary Guidelines for Americans*, ~~and the *USDA Smart Snacks in Schools*~~ nutrition standards, and also must be consistent with requirements set forth in Policy 8500 – Food Services.~~

~~If approved, fund-raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8500, Food Services, pertaining to the sale of foods and beverages during food-service hours, whether those food items and beverages are compliant with, or an exception to, the current *USDA Dietary Guidelines for Americans* and the *USDA Smart Snacks in Schools* nutrition standards.~~

~~[+] If an exception is granted to the requirement that food items and beverages are compliant with the current *USDA Dietary Guidelines for Americans* and the *USDA Smart Snacks in Schools* nutrition standards, the Principal shall also maintain records for each exception, including, but not limited to, the length of the fund raiser, the type, quantity, and price of the food item and/or beverage sold, and the gross and net amount raised.~~

~~[END OF OPTION 2]~~

- ~~(+) All food items and beverages available for sale to students that will be consumed on the school campus (any area of property under the jurisdiction of the school that is accessible to students during the school day) during the school day (the period from the midnight before, to thirty (30) minutes after the end of the official school day) as fund raisers, including items sold by student clubs and organizations, parent groups, or booster clubs, shall comply with the current USDA Dietary Guidelines for Americans and the USDA Smart Snacks in School nutrition standards. Fund raisers also include giving away goods or services, but suggesting a monetary donation. All activities must be approved by the principal, in advance. If approved, fund raisers that involve the sale of food items or beverages to students on campus must be consistent with regulations established in Policy 8500, Food Services.~~
- ( ) Proceeds from District support organization fund-raisers shall not be commingled with a student activity or other Board accounts. Board employees who commingle such proceeds with a student activity or other Board account shall be subject to discipline.
- ( ) The Superintendent will work with staff to develop administrative guidelines that require each District support organization's fund-raising activities be in compliance with Board policies and that the funds generated by such fund-raising activities and donated to the District are used for school-related projects that have the approval of the Superintendent and principal.

- ( ) District support organizations are encouraged to obtain 501(c)(3) status so that community members may properly take tax deductions for donations to the organization.
- ( ) School employees and school volunteers may not be compensated in any manner by District support organizations for their work on behalf of the District.
- ( ) Donations from District support organizations must be made in accordance with Board Policy 7230 and any accompanying guidelines.
- ( ) The \_\_\_\_\_ shall ensure that the Board receives an annual accounting of each group's receipts and expenditures by no later than \_\_\_\_\_ of each year.
- ( ) The \_\_\_\_\_ shall arrange to meet annually with District approved support organization treasurer to inform the organization of District accounting practices regarding support organizations.

M.C.L. 380.1272b

7 C.F.R. Parts 210 and 220