



Rockford Public Schools

Quality Community – Quality Schools
Together Building a Tradition of Excellence

ROCKFORD BOARD OF EDUCATION

July 15, 2024 - 5:30 PM

Agenda

CALL TO ORDER

MOMENT OF SILENCE/PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

RECOGNITION

1. Recognition of the Administrators Choice Art Award

ACTION ITEMS – CONSENT AGENDA

2. Approval of Minutes from the June 24, 2024 special meeting
3. Certified Staff Resignation
4. Presentation of bills in the amount of \$14,581,543.01
5. 2024-2025 School Board Meeting Dates
6. 2024-2025 Continuity of Learning plan

CONSENT GROUPING (ORGANIZATION)

1. Banking Approvals – Depository for School Funds/Savings and Checking Accounts and Signatures Fund/Savings
2. Fidelity Bond – A Fidelity bond is required by the General School Law (380.243) for the Treasurer of the Board of Education and the person serving as the Executive Director of Business and Operations. The amounts are not specified, but in the past, you have placed the following amounts:
 - Treasurer - \$10,000
 - Executive Director of Business and Operations - \$20,000
3. Appointment of Legal Counsel for the 2024-2025 School Year
Superintendent Matthews will recommend the Board of Education continue to engage Thrun Law Firm, PC to serve as district legal counsel. When matters may occasionally dictate, the Administration is requesting the Board's permission to use an alternate appropriate local firm.
4. Appointment of School Auditors for the 2023-2024 School Year Audit
Superintendent Matthews will recommend that the Board of Education appoint Hungerford as school auditors for the previous fiscal year.
5. Appointment of Sex Education Advisory Board Co-Chairs
Superintendent Matthews will recommend the appointment of two co-chairs to the district's Sex Education Board
6. 2024-2025 Continuity of Learning plan

CLOSED SESSION – WATER AND SANITARY SEWER

1. The Board of Education will vote on entering a closed session to discuss the Water and Sanitary Sewage Resolution

NEW BUSINESS

1. Water and Sanitary Sewage Resolution
2. Reimbursement Resolution
3. Policy – First Reading
4. Certified Staff New Hires
5. Summer Tax Resolution

REPORTS

1. Committee Reports

RECOGNITION OF VISITORS AND HEARING OF PEOPLE PRESENT

SUPERINTENDENT REMARKS

ADJOURNMENT

Accommodations:

Any person with a disability who needs accommodation for participation in these meetings should contact the Superintendent's Office at 616.863.6557, at least five days in advance of the meeting.



BOARD OF EDUCATION

Meeting Minutes - Regular Meeting

June 10, 2024

Date & time Monday-June 10, 2024 | 5:30 p.m.

Location Administration Boardroom

Meeting called to order with a moment of silence and the Pledge of Allegiance by President Folsom

In Attendance

Board of Education: Tricia Anderson, Kelley Freridge, Barbara Helms, Jarrod Folsom, Christie Ramsey, Nick Reichenbach

Regrets: Jake Himmelspach

Administration: Dr. Steve Matthews, Mike Ramm, Allison Clements, Dr. Korie Wilson-Crawford, Lisa Jacobs, Jodi Nester.

Adoption of Agenda

Motion to approve agenda by Christie Ramsey with support by Kelley Freridge. Motion passed unanimously.

Recognition

There was a presentation and certificates were handed out honoring the Examples in Excellence winners.

Consent Agenda

Motion to approve by Nick Reichenbach with support by Kelley Freridge. The motion passed unanimously.

1. Approval of Minutes from the May 13, 2024 meeting
2. Presentation of bills in the amount of \$11,467,771.35
3. Certified staff resignations
4. Athletic Golf Cart Purchase

New Business

1. MHSAA Resolution

The Board of Education was presented with a resolution from the MHSAA for the 2024-2025 school year. Motion to approve by Nick Reichenbach with support by Tricia Anderson. Motion passed unanimously with a roll call vote.

2. Administrator Contract Renewals

Assistant Superintendent of Human Resources, Korie Wilson-Crawford explained that the RPS Administrators are on a rolling 2- or 3-year contract based on position. The motion to approve contract renewals as presented by Kelley Freridge with support by Christie Ramsey. Motion passed unanimously.

3. Superintendent Compensation

Dr. Matthews explained that his contract had been updated. Motion to approve the updated rolling contract was approved by Kelley Freridge with support by Christie Ramsey. Motion passed unanimously.

4. Spring Policy – Second Reading

Dr. Wilson-Crawford explained the changes suggested by NEOLA. The policy changes were previously brought to the board for a first reading at the May Board Meeting. Motion to approve by Tricia Anderson with support by Christie Ramsey. Motion passed unanimously.

Reports

1. RAMS XII Report

Dr. Matthews, Dr. Wilson Crawford, Mike Ramm and Lisa Jacobs gave a RAMS XII update to the Board of Education.

Recognition of Visitors & Hearing of People Present

The following individuals addressed the Board of Education.

Brenda Wodarski

Charles Curtis

Andrea Jacobsen

Superintendent Remarks

Dr. Matthews talked about an on-going lawsuit against the district. He also praised the district for the continued support of students and learning.

Adjournment

President Folsom adjourned the meeting at 6:49 p.m.

Recording Secretary

Secretary, Board of Education



BOARD OF EDUCATION

Meeting Minutes – Special Meeting

June 24, 2024

Date | time Monday-June 24, 2024 | 5:30 p.m.

Location Administration Boardroom

Meeting called to order with a moment of silence and the Pledge of Allegiance by President Folsom

In Attendance

Board of Education: Tricia Anderson, Kelley Freridge, Barbara Helms, Jarrod Folsom, Christie Ramsey, Nick Reichenbach

Regrets: Tricia Anderson

Administration: Dr. Steve Matthews, Mike Ramm, Allison Clements, Dr. Korie Wilson-Crawford, Jodi Nester.

Adoption of Agenda

Motion to approve agenda by Christie Ramsey with support by Jake Himmelspach. Motion passed unanimously.

Budget Hearing

1. Executive Director of Business and Operations Allison Clements gave a budget hearing presentation. No action is necessary. There were no requests to address the Board of Education.

Consent Agenda

Motion to approve by Kelley Freridge with support from Nick Reichenbach. Motion passed unanimously.

1. Certified staff resignations

New Business

1. Bargaining Agreements

Dr. Wilson-Crawford presented the Board with the agreements reached by both RESPA and REA. RESPA motion to approve by Jake Himmelspach with support by Christie Ramsey. Motion passed unanimously. REA motion to approve by Kelley Freridge with support by Nick Reichenbach. Motion passed unanimously.

2. Food Service Van Purchase

Executive Director of Business and Operations Allison Clements presented a proposal to the board regarding a Van purchase for Food Services. Motion to approve by Kelley Freridge with support by Christie Ramsey. Motion passed unanimously.

3. 2023-2024 Budget Amendments

Allison Clements presented the budget amendments to the Board of Education for approval.

General Fund (including athletics) – Motion to approve by Christie Ramsey with support by Barbara Helms. Motion passed unanimously by roll call vote.

Food Service – Motion to approve by Kelley Freridge with support by Christie Ramsey. Motion passed unanimously by roll call vote.

Activity Fund – Motion to approve by Nick Reichenbach with support by Jake Himmelspach. Motion passed unanimously.

Public Trust Fund – Motion to approval by Kelley Freridge with support by Christie Ramsey. Motion passed unanimously by roll call vote.

4. 2024-2025 Budget Proposals

General Fund (including athletics) – Motion to approve by Jake Himmelspach with support by Christie Ramsey. Motion passed unanimously by roll call vote.

Food Service – Motion to approve by Christie Ramsey with support by Nick Reichenbach. Motion passed unanimously by roll call vote.

Debt Fund – Motion to pass by Jake Himmelspach with support by Kelley Freridge. Motion pass unanimously by roll call vote.

Activity Fund – Motion to approve by Nick Reichenbach with support by Barb Helms. Motion passed unanimously.

Public Trust Fund – Motion to approval by Christie Ramsey with support by Barb Helms. Motion passed unanimously by roll call vote.

5. 2024 Tax Levy Certification

Motion to approve by Kelley Freridge with support by Nick Reichenbach. Motion passed unanimously.

Reports

1. Committee Reports

The Finance Committee did meet this month, but everything discussed was covered tonight in New Business.

Recognition of Visitors & Hearing of People Present

There were no requests to address the Board of Education.

Superintendent Remarks

Dr. Matthews thanked the business department for the hard work on the budgets. He also thanked REA and RESPA along with Dr. Wilson-Crawford and Ms. Clements for the collaborative mindset.

Adjournment

President Folsom adjourned the meeting at 6:36 p.m.



Memorandum

To: Board of Education
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: July 15, 2024
Subject: 2024-2025 Employee Resignation

Ryan Beuschel Teacher Valley View Elementary 06/21/2024

BOARD REPORT ON DISBURSEMENTS

DATE: 6/3/2024

7/8/2024

PAYROLL

GENERAL FUND NET PAYROLL	<u>25, 26, 1</u>	<u>4,365,033.89</u>
FOOD SERVICE	<u>25, 26, 1</u>	<u>49,390.63</u>
ATHLETIC FUND	<u>25, 26, 1</u>	<u>35,463.00</u>
TOTAL ALL FUNDS	<u>25, 26, 1</u>	<u>4,449,887.52</u>

ALL FUNDS:

FEDERAL TAX	\$	<u>475,872.35</u>
SOCIAL SECURITY TAX-MEDICARE TAX	\$	<u>956,741.80</u>
STATE TAX	\$	<u>220,426.11</u>
TOTAL	\$	<u>1,653,040.26</u>

\$ 6,102,927.78

BLUE CROSS INSURANCE	\$	<u>38,152.15</u>
NVA/NATIONAL VISION	\$	<u> </u>
ADN ADMIN(DENTAL) ADMIN FEES	\$	<u>6,056.00</u>
MESSA (VSP/MED/ LIFE)	\$	<u>854,088.05</u>
NATIONAL INSURANCE SVCS(L TERM DISABILITY	\$	<u>14,741.40</u>
RETIREMENT PAYROLL	\$	<u>2,869,660.55</u>

\$ 3,782,698.15

UTILITIES:

DTE ENERGY		<u>7,112.64</u>
CONSUMERS ENERGY	\$	<u>117,816.18</u>

BP ENERGY (FORMERLY EDF ENERGY) BULK FUE \$ 7,749.44

\$ 132,678.26

BAL ON GEN FUND CREDIT CARD # \$

\$ 0.00

KENT ISD-ITINERANTS 821,045.57

KENT ISD-TRANSPORTATION 126,385.87

\$ 947,431.44

TOTAL OF ABOVE	\$	<u>10,965,735.63</u>
BALANCE OF TOTAL GENERAL FUND		<u>945,846.29</u>
SINKING FUND REG CKS		0.00
SINKING FUND ACH CKS		0.00
SINKING FUND CREDIT CARD		0.00
2023 BOND REG CKS		1,702,916.34
2023 BOND ACH CKS		0.00
2023 BOND CREDIT CARD		10,666.92
GENERAL FUND ACH CKS		70,000.00
GENERAL FUND CREDIT CARD		886,377.83
TOTAL DISBURSEMENTS		<u>14,581,543.01</u>



Rockford Public Schools

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2024 – 2025 Board Meeting Dates

August 12, 2024

September 9, 2024

October 14, 2024

November 11, 2024

December 9, 2024

January 13, 2025

February 10, 2025

March 10, 2025

April 21, 2025

May 12, 2025

June 9, 2025

July 14, 2025

Rockford Public Schools Return to Learn and Continuity of Services Plan 2023-2024

Rockford Public Schools will continue to prioritize full, in-person teaching and learning which provides the greatest benefit to students. Ensuring that this can happen both consistently and safely during the upcoming school year, the 2023-24 Return to Learn Plan provides detailed guidance to ensure that COVID-19 prevention and mitigation measures are implemented in a way that fosters optimal learning environments while simultaneously ensuring the health and safety for students and staff in Kent County. This plan was developed using guidance from the Kent County Health Department (KCHD) to ensure that our school district has a successful and safe return to school and learning environment plan. Additional supporting documents include the Michigan Department of Education/Michigan Department of Health and Human Services “Managing Communicable Diseases in Schools” resource.

Please Note: This plan may change and evolve as knowledge changes surrounding current and potential variants or if the risks of severe disease, hospitalizations, or death increase. The plan may also need to vary based on in-school COVID-19 activity and outbreaks. If such changes are necessary, transition time may be needed to allow the district or building to make adjustments to mitigation strategies. Periodically, but not more than every six months during the life of the grant, the plan will be reviewed and updates will be completed, if deemed necessary.

Supporting Documents: [MDE and MDHHS “Managing Communicable Diseases in Schools”](#)
[MDHHS Readiness, Response, Recovery Cycle](#) [CDC Community Levels](#) [Mi Safe Start Map](#)

The CDC will determine the COVID-19 community level for the county. Based on the community COVID-19 level, as determined by the CDC, Rockford Public Schools, in consultation with KCHD, MDHSS and MMDHD as necessary, will determine the number of mitigation strategies to implement to foster optimal learning environments while simultaneously ensuring the health and safety of students and staff.

The district will comply with any and all local, state, and federal mandates/orders.

The following plan outlines measures for the CDC COVID-19 Community Levels of low, medium, and high. The levels do not apply in situations of COVID-19 outbreaks in schools, classrooms, or athletics.



Recommended Prevention/Mitigation Strategies:

Low	Medium	High
Instructional Format		
In-person instruction will occur.	In-person instruction will occur.	In-person instruction will occur, but some classes, grades, or buildings may be moved temporarily to remote instruction if required by the health department due to outbreaks and to control in-school spread.
Athletics		
Athletic practices and competitions will be permitted. MHSAA guidelines will be followed.	Athletic practices and competitions will be permitted. MHSAA guidelines will be followed.	Athletic practices and competitions will be permitted. Additional safety protocols may be put into place.. MHSAA guidelines will be followed.
Cleaning and Disinfecting		
The district will follow regular cleaning and disinfection procedures.	The district will follow regular cleaning and disinfection procedures.	The district will follow regular cleaning and disinfection procedures. Additional cleaning and disinfecting procedures may be implemented in classrooms.
COVID-19 Testing		

Testing will not be required but may be offered to families.

Extracurricular and Field Trips	
Extracurricular activities may occur as scheduled.	Short-term dismissals and suspension of extracurricular activities and field trips may be considered.
Face Coverings (Masks)	
Face coverings are not required for students, staff, visitors, or volunteers.	Districts may choose to require masks when required by the MMDHD, MDHHS, and/or CDC.
Food Service	
Normal foodservice operations will occur.	Normal food service operations will occur. Additional health and safety protocols will be put in place as required by KCHD.
Gathering and Facility Use	
No restrictions on gatherings or use of facilities.	Restrictions on gathering size and/or use of facilities may be implemented. Outside agency use of facilities may be restricted.
Hand Hygiene and Respiratory Etiquette	
Hand Hygiene/Hand Sanitation and Respiratory Etiquette are expected.	Hand Hygiene/Hand Sanitation and Respiratory Etiquette are expected and additional opportunities for proper hand washing will be available throughout the day.
Isolation and Quarantine	

<p>The District will follow requirements of the KCHD.</p>		
<p>Offices</p>		
<p>District and building offices will be open for normal school business. Visitors and guests are allowed in buildings per district policy.</p>	<p>District and building offices will be open for normal school business. Visitors and guests are allowed in buildings per district policy.</p>	<p>District and building offices will be open for normal school business. Additional health and safety protocols may be put in place as deemed appropriate. Visitors and guests may be limited.</p>
<p>Remote/Virtual Learning</p>		
<p>The district does have a remote/virtual learning /option. The district can employ this option if an order from KCHD or MDHHS requires the closing of a classroom or school. If a classroom or school is closed, all students impacted by the closure may be provided remote/virtual learning opportunities throughout the closure.</p>		
<p>Social Distancing</p>		
<p>Social distancing measures are not required.</p>	<p>Social distancing measures are not required.</p>	<p>Feasible social distancing measures may be put in place. Adjustments to school procedures, schedules, activities, etc., may be made to adjust to the social distancing requirements.</p>
<p>Health Screening</p>		
<p>Parents/guardians should conduct a daily student wellness check prior to sending students to school. DO NOT SEND STUDENTS TO SCHOOL IF THEY ARE SICK. See the student illness section.</p>		
<p>Student Illness</p>		

Parents/Guardians are not to send children to school who are ill per PO 8450 - Control of Casual Contact Communicable Diseases. Students exhibiting the following symptoms that are new or different/worse from their baseline of any chronic illness shall remain home or excluded from school until the student is symptom-free for 24 hours without the aid of medication or as indicated for their illness. (see https://www.michigan.gov/documents/mdch/Managing_CD_in_Schools_FINAL_469824_7.PDF)

- Severely ill (lethargic or less responsive, has difficulty breathing)
- Fever (temp over 100.4) or feeling feverish/chills
- Cough, shortness of breath
- Sore throat
- Runny or stuffy nose (congestion)
- Muscle or body aches
- Headaches
- Fatigue (tiredness)
- Vomiting(two or more times)
- Diarrhea (two or more loose or watery stools)
- Abdominal pain
- Rash with fever
- Wearing skin sores that cannot be covered
- New loss of taste or smell

Transportation

Normal transportation operations will occur.	Normal transportation operations will occur.	Normal transportation operations will occur. Additional health and safety protocols may be put in place as deemed appropriate.
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Vaccinations

The district is not requiring staff or students to be vaccinated. The KCHD, MDHHS, and CDC recommend COVID-19 vaccination as the leading public health prevention strategy to end the COVID-19 pandemic as well as keep schools, extracurricular activities, and sports safely operational and in person



Memorandum

To: Dr. Steve Matthews, Superintendent of Schools
From: Allison Clements, Executive Director of Business and Operations
Date: July 9, 2024
Subject: Banking Accounts/ Approval

Attached is a list of depositories and signing officials for school funds (savings and checking accounts).

I recommend this be presented to the Board of Education for approval on July 15, 2024.

ATC/jg

Attachment

SUMMARY LIST OF BANK ACCOUNTS FOR YEAR ENDING JUNE 30, 2025

ROCKFORD PUBLIC SCHOOLS

FUND/BANK	DESCRIPTION	ACCOUNT #	SIGNING OFFICIALS:	ADDITIONAL SIGNING OFFICIALS:
FUND 11 - GENERAL				
Fifth Third Bank	Payroll	7163947414	Steven Matthews, Allison Clements	Pam Campbell, Pam Mogridge, Kim Jakubiak, Pam Modisher, Sandy Brayman, Diane Johansen, Julie Bylski
Fifth Third Bank	Payroll ACH account	7166886411	Steven Matthews, Allison Clements	Pam Campbell, Pam Mogridge, Kim Jakubiak, Pam Modisher, Sandy Brayman, Julie Bylski
MILAF	Investment/Checking	221184	Steven Matthews, Allison Clements	Kim Jakubiak, Diane Johansen, Sandy Brayman
MILAF	Payroll	202406	Steven Matthews, Allison Clements	Pam Campbell, Pam Mogridge, Kim Jakubiak, Pam Modisher, Sandy Brayman
Fifth Third Bank	Daily Transactions	7163944254	Steven Matthews, Allison Clements	Kim Jakubiak, Diane Johansen, Sandy Brayman, Pam Mogridge, Pam Modisher, Julie Bylski
Independent Bank	Credit Card/CK (Comm Svs)	0005712306	Steven Matthews, Allison Clements	Sandy Brayman
MILAF E-Commerce	E Commerce On-line Paymts	202472	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
Fifth Third Bank	E Commerce On-line Paymts	7163946739	Steven Matthews, Allison Clements	Kim Jakubiak
Chase Bank	Imprest CK (Comm Svs)	27000888-660-8	Steven Matthews, Allison Clements	Melissa Cochran, Chris Maxwell, Lisa Jacobs, Jason VanderLaan
FUND 30's - DEBT				
MILAF	DEBT FUND 2016	202675	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
MILAF	DEBT FUND 2016b	202709	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
MILAF	DEBT FUND 2019	203047	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
MILAF	DEBT FUND 2022	203391	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
MILAF	DEBT FUND 2024	203689	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
FUND 25 - FOOD SERVICE				
MILAF	Investment	201208	Steven Matthews, Allison Clements	Kim Jakubiak, Food Service
Fifth Third Bank	Daily Transactions	7163944130	Steven Matthews, Allison Clements	Kim Jakubiak
FUND 21 - ATHLETICS				
MILAF	Investment	201207	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
Fifth Third Bank	Daily Transactions	7168401896	Steven Matthews, Allison Clements	Kim Jakubiak
FUND 45 - 2019 CAPITAL PROJECTS FUND				
MILAF	Investment	203040	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
Fifth Third Bank	Daily Transactions	7168907447	Steven Matthews, Allison Clements	Kim Jakubiak
FUND 47 - 2023 CAPITAL PROJECTS FUND				
MILAF	Investment	203535	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
Fifth Third Bank	Daily Transactions	7169343360	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman, Diane Johansen, Julie Bylski,
FUND 41 - CAPITAL IMPROVEMENT FUND				
MILAF	Investment	203704	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
FUND 46 - SINKING FUND				
MILAF	Investment	203041	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman
Fifth Third Bank	Daily Transactions	7168907439	Steven Matthews, Allison Clements	Kim Jakubiak
FUND 61- ACTIVITY				
MILAF	Investment	221185	Steven Matthews, Allison Clements	Kim Jakubiak, Diane Johansen, Sandy Brayman
Fifth Third Bank	Daily Transactions	7163945269	Steven Matthews, Allison Clements	Kim Jakubiak

FUND 51- SCHOLARSHIP

MILAF	Investment				
Fifth Third Bank	Daily Transactions	221186	Steven Matthews, Allison Clements	Kim Jakubiak, Sandy Brayman	
		7163945202	Steven Matthews, Allison Clements	Kim Jakubiak	

*Sandy Brayman is in the process of being removed from all accounts due to her retirement on June 28, 2024.

*Julie Bylski is in the process of being removed from all accounts due to her retirement in December 2023.



Memorandum

To: Dr. Steve Matthews
From: Mike Ramm, Assistant Superintendent of Instruction
Date: July 11, 2024
Subject: 2024/25 RPS Sex Education Advisory Chair Recommendations

Dr. Matthews:

Every school district that chooses to implement a sex education program must have a Sex Education Advisory Board (SEAB) consisting of two, school board-appointed co-chairs with at least one being a parent of a child attending a school operated by the district. As previously presented RPS includes developmentally appropriate sex ed programming in elementary, middle and high school.

As part of the annual requirements for programming, the Sex Education Advisory Board is required to identify two co-chairs. The purpose of this memo is to propose that the two existing co-chairs remain on the SEAB for the 2024/25 school year: myself, Mike Ramm, and Stephanie Linsley, a current high school teacher. I have two children in the district who will attend Rockford Freshman Center and Rockford High School in the fall and Stephanie has three children who will attend NRMS, Rockford Freshman Center and the High School.

The co-chairs will lead committee work during the 2024/25 school year that will continually enhance programming to best meet the needs of our students.

Please let me know if you have any questions.

Sincerely,

Mike Ramm



Memorandum

To: Dr. Steve Matthews, Superintendent of Schools
From: Allison Clements, Executive Director of Business and Operations
Date: July 9, 2024
Subject: Saddle Ridge Water and Sanitary Sewer Agreement

Attached is the opinion letter for Edgerton Trails Elementary School water and sewer connections. Also included is a resolution to allow Dr. Steve Matthews to execute water and sanitary sewer service to the school property and a cost allocation letter concerning the same.

The recommendation is to approve the resolution allowing Dr. Steven Matthews to execute the agreement as prepared and reviewed by legal counsel.

ATC/jg

Attachment

Rockford Public Schools, Kent County, Michigan (the “District”)

A regular meeting of the board of education of the District (the “Board”) was held in the _____, within the boundaries of the District, on the _____ day of _____, 2024, at _____ o’clock in the ____m. (the “Meeting”).

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS, the District is constructing a new elementary school name “Edgerton Trails Elementary School” (the “School Property”) and requires water and sanitary sewer service; and

WHEREAS, to provide water and sanitary sewer service to the School Property, the District and the Saddle Ridge Site Condominium Association have negotiated a Water and Sanitary Sewer Agreement, a copy of which is attached hereto and made a part thereof as Attachment “1” (the “Agreement”); and

WHEREAS, the Board has determined that it would be in the best interests of the District to obtain water and sanitary sewer service for the School Property upon the terms and conditions contained in the Agreement; and

WHEREAS, the Board desires to authorize and direct Steven Matthews, the Superintendent of Schools, or his designee, to execute the Agreement and to take any other action required to obtain water and sanitary sewer service to the School Property, subject to review and approval by the District’s legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board hereby approves the Agreement to provide water and sanitary sewer service to the School Property.

2. The Board authorizes and directs Steven Matthews, the Superintendent of Schools, or his designee, to execute the Agreement, and to take any other action required to obtain water and sanitary sewer service to the School Property, subject to review and approval by the District’s legal counsel.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Rockford Public Schools, Kent County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

GWV/ssw

WATER AND SANITARY SEWER SERVICE AGREEMENT

THIS WATER AND SANITARY SEWER SERVICE AGREEMENT (“Agreement”) is entered into by and between the **Saddle Ridge Site Condominium Association**, a Michigan non-profit corporation, (the “Association”) and **Rockford Public Schools**, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended (“School District”). In this Agreement, the Association and the School District may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

A. The Association owns and operates a private wastewater collection and treatment facility that transports and treats sanitary sewage (the “Sewer System”). The Sewer System is authorized by, and is subject to, a State of Michigan individual national pollution discharge elimination system permit with a permit number of MI0056723.

B. The Association owns and operates a private drinking water treatment and supply system (the “Water System”). In this Agreement, the Water System and the Sewer System are referred to collectively as the “Private Utilities”.

C. The School District wishes to obtain wastewater collection and treatment services and wishes to obtain water supply services from the Private Utilities for use in its buildings and facilities located on the property further described and depicted on **Exhibit A** (the “School District Property”), which option to connect to the Private Utilities was granted to the School District when it acquired the Property.

D. The Association and School District are Parties to a certain Wastewater Transportation Agreement whereby Plainfield Charter Township will construct and make available for use by the School District and Association a public sanitary sewer system (the “Public Sanitary Sewer”) that will accept and treat the wastewater generated by the School District and Association.

E. During the period of time in which the Public Sanitary Sewer is not available for use as defined by this Agreement, then the School District wishes to connect to the Sewer System until such time as the Public Sanitary Sewer becomes available for use.

F. The School District and the Association agree to allocate the costs for the construction of the Public Sanitary Sewer as outlined in this Agreement.

G. In response to the School District’s request to connect to the Private Utilities, the Association has undertaken, and will continue to undertake, improvements to the Private Utilities to account for the School District’s planned future usage and the School District wishes to compensate the Association for the cost of these improvements in the form of a connection fee.

H. The Parties wish to enter into this Agreement to establish and define the scope of the provision of the Private Utilities to the School District along with the rates and charges that the

School District will pay to the Association based on its usage of the Private Utilities along with a contribution for capital improvements and maintenance and related matters.

Therefore, the Parties agree as follows:

AGREEMENT

Article I **Definitions**

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

Available for Use means the date that the Public Sanitary Sewer is constructed, and Wastewater may be transported through the Public Sanitary Sewer for treatment such that it is no longer necessary for the Association to treat or dispose of Wastewater with the Sewer System.

Effective Date means the date thirty (30) days after the last Party's signature below.

Private Utility Charges means the Water Commodity Charge, the Water User Charge, the Sewer Commodity Charge, the Sewer User Charge, the excess water consumption penalty, and the excess wastewater discharge rates.

Prudent Utility Practices means those practices, methods, techniques, standards and acts engaged in or approved by a significant portion of the regulated water and sewer utility industry in the United States or any of the practices, methods, techniques, standards and acts which, in the exercise of reasonable judgment in light of the facts known (or which a qualified and prudent operator could reasonably be expected to have known) at the time a decision is made, would have been expected to accomplish a desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition, in each case related to the operation, maintenance and improvement of similar systems at utility franchises of the same or similar size and type as the Private Utilities.

Private Utility Charges means the Water Commodity Charge, the Water User Charge, the Sewer Commodity Charge, and the Sewer User Charge.

Residential Equivalent Unit means the amount of water or wastewater usage expected to be used by a single-family home within the Saddle Ridge Condominium Association as estimated utilizing Prudent Utility Practices.

Sewer Commodity Charge means the cost per 1,000 gallons of Wastewater delivered to the Association as measured at the Sewer Flow Meter (defined below).

Sewer User Charge means the monthly service charge to be paid by the School District to the Association based on the School District's relative share of the costs and expenses of the Association's operation of the Sewer System.

Unacceptable Waste means any stormwater runoff, chemical wastes, biological wastes, radioactive materials, rock, sand, dirt, solid or viscous materials that could interfere with the flow of Wastewater, materials that could create a fire or explosion hazard, solvents, oils, or any substance that would be classified as hazardous waste under the federal Resource Conservation and Recovery Act (RCRA) and Part 111 (Hazardous Waste Management) of Act 451.

Wastewater means liquid waste that includes any of the following: 1) human metabolic wastes, 2) wastes from a sink, lavatory, bathtub, shower, laundry, or similar facilities, or 3) any other liquid waste of an organic nature discharged on the School District property.

Water Commodity Charge means the cost per 1,000 gallons of water delivered to the School District as measured at the Water Flow Meter (defined below).

Water User Charge means the monthly service charge to be paid School District to the Association based on the School District's relative share of the costs and expenses of the Association's operation of the Water System.

Article II **Private Utility Service**

Section 1. Water Services

(a) Connection Point. The School District shall connect to the Water System at the location identified on the attached Exhibit B with a eight (8) inch water main (the "Water System Connection Point"). The School District shall be responsible for all costs and expenses related to or arising out of the initial construction of the Water System Connection Point. The School District shall construct, inspect, and test the Water System Connection Point in compliance with all Applicable Laws and the plans and specifications approved by the Association.

(b) System Ownership and Maintenance. All pipes, valves, fittings, connections, and other related appurtenances on the School District Property including and downstream of the Water System Connection Point are owned by the School District and the School District is responsible for all operation and maintenance of those facilities and equipment at its sole expense. The Water System upstream of the Water System Connection Point is owned by the Association and the Association is responsible for all operation and maintenance of the same. The Parties shall keep all components of the Water System and the Water System Connection Point in a good and functional condition, consistent with Prudent Utility Practices, and sufficient to prevent unreasonable waste.

(c) Water Provision. The Association shall provide water in an amount no less than ONE MILLION FOUR HUNDRED TEN THOUSAND (1,410,500) gallons in each calendar year (the "Maximum Annual Water Supply") and FIVE THOUSAND FOUR HUNDRED AND TWENTY FIVE (5,425) gallons each calendar day (the "Maximum Daily Water Supply") The Association may refuse to supply water in excess of either the Maximum Annual Water Supply or the Maximum Daily Water Supply. If the Association supplies water to the School District in excess of either the Maximum Annual Water Supply or Maximum Daily Water Supply, the Association may charge the School District the excess water consumption penalty rate as specified

in Article III, Section 2(c) of this Agreement. The School District shall only use the water received from the Association on the School District Property for usual and customary school uses and shall not re-sell the water to any third-party or supply water to any use not occurring on the School District Property. Subject to the Maximum Daily Water Supply and Maximum Annual Water Supply provisions of this Agreement, the Association shall provide water at a minimum of one hundred eighty (180) gallons per minute for daily use and a minimum of five hundred eighty (580) gallons per minute for building fire suppression purposes.

(d) Meter. The School District shall install and maintain a flow meter near the Water System Connection Point to accurately measure the volume of water delivered by the Association at the Water System Connection Point (the “Water Flow Meter”). Beginning on the Effective Date, and annually thereafter, the School District shall obtain third party certification of the meter’s calibration and operation. The certification will be provided to the Association in a timely manner upon request.

(e) Water Pressure. The Association shall utilize Prudent Utility Practices to deliver water at a pressure range (“Pressure Range”) between forty (40) psi and sixty (60) psi as measured at the Water System Connection Point. The Association is permitted to deliver water at a pressure outside of the Pressure Range if circumstances exist outside of the control of the Association including power failure, supply line breaks, maintenance outages, etc. that do not permit the Association to deliver water within the Pressure Range. The Association has no obligation or responsibility, and makes no warranty, for the pressure of any water downstream of the Water System Connection Point.

(f) Water Quality. The Association shall utilize Prudent Utility Practices to deliver water to the Water System Connection Point of the same quality and standards supplied to other users of the Water System. The Association shall be responsible for meeting state and federal standards for drinking water at the Water System Connection Point, but the Association shall have no liability or responsibility for water quality beyond the Water System Connection Point and the Association makes no warranties regarding water quality downstream of the Water System Connection Point.

(g) Remedy for Non-Compliance with the Pressure Range or Water Quality. If the Association consistently delivers water at the Water System Connection Point outside of the Pressure Range or water quality or flow standards provided by Section 1 of this Article, the School District shall request that the Parties meet within thirty calendar days to discuss the reasons for the non-compliance and, if agreed necessary, develop, and implement a mutually agreeable written corrective action plan within sixty calendar days of the meeting, or as otherwise agreed. The corrective action plan shall include a timetable for resolution of the non-compliance issues. If the Association fails to reasonably follow the corrective action plan and the non-compliance issue persists, the School District may pursue any other remedy provided by this Agreement.

(h) Water Supply Interruption or Shortage

(1) Emergencies. To the extent feasible, the Association shall continuously maintain water service to the School District. In the event of a general emergency or water

shortage affecting the Water System and requiring restriction on the delivery of water to the Water Supply Connection Point, the Association may restrict the water supplied to the Water Supply Connection Point in the same proportion that it is restricting supply to all users of water supplied by the Association. The Association shall utilize Prudent Utility Practices to resume the continuous supply of water as soon as practicable.

(2) Routine Maintenance. The Association shall provide the School District with no less than ten (10) business days advanced written notice of any routine maintenance of the Private Utilities necessitating a reduction in the supply of water delivered to the Water Supply Connection Point. To the extent practical and consistent with Prudent Utility Practices, the Association shall schedule routine maintenance in the months of July or August, or such other dates and times as school is not in session.

(i) Discontinuance of Use of Water System. The School District may, at its option, discontinue use of the Water System. In such event, the School District shall provide written notice to the Association at least ninety (90) days prior to it discontinuing use of the Water System. Upon termination of the School District's use of the Water System, it shall comply with the termination provisions contained in Article IV, Section 2, herein, and pay all costs and other expenses described in Article III, Section 2, herein.

Section 2. Sewer Services

(a) Connection Point. The School District has made a connection to the Sewer System at the location identified on the attached Exhibit B with a six (6) inch gravity line from the building to the property line, where an eight (8) inch stub was connected (the "Sewer System Connection Point"). The School District has paid for all costs and expenses related to or arising out of the initial construction of the Sewer System Connection Point. The School District shall inspect and test the Sewer System Connection Point in compliance with all Applicable Laws and the plans and specifications approved by the Association.

(b) System Ownership and Maintenance. All pipes, valves, fittings, connections, and other related appurtenances on the School District Property including and upstream of the Sewer System Connection Point are owned by the School District and the School District is responsible for all operation and maintenance of those facilities and equipment at its sole expense. The Sewer System downstream of the Sewer System Connection Point is owned by the Association and the Association is responsible for all operation and maintenance of the same. The Parties shall keep all components of the Sewer System and the Sewer System Connection Point in a good and functional condition, consistent with Prudent Utility Practices, and sufficient to prevent unreasonable waste.

(c) Service. During the time the School District utilizes the Sewer System, the Parties agree:

(i) Acceptance of Flow. The Association shall accept Wastewater from the School District Property in an amount not to exceed ONE MILLION FOUR HUNDRED TEN THOUSAND FIVE HUNDRED GALLONS (1,410,500) gallons each calendar year (the "Sewer

System Annual Maximum”) as measured at the Sewer System Connection Point. The Association shall accept Wastewater from the School District Property in an amount not to exceed FIVE THOUSAND FOUR HUNDRED TWENTY-FIVE (5,425) gallons each calendar day (the “Sewer System Daily Maximum”) as measured at the Sewer System Connection Point. If the School District discharges Wastewater into the Sewer System in excess of the Sewer System Annual Maximum or the Sewer System Daily Maximum, the School District shall pay to the Association the excess sewer discharge penalty rate as outlined in Article III, Section 3(c) of this Agreement. The School District shall not discharge Wastewater to the Sewer System that was not generated on the School District Property.

(ii) Maximum Rate. The School District shall not deliver Wastewater to the Sewer System Connection Point at a rate exceeding three hundred gallons per minute (300 GPM) (the “Sewer System Maximum Rate”) without the Association’s prior approval, which the Association may grant or withhold as it determines in the best interest of the Sewer System. In light of the damage to the Sewer System that could be caused by the School District discharging Wastewater in excess of the Sewer System Maximum Rate, the School District is responsible for and shall promptly reimburse the Association for all actual costs, damages, and expenses caused by the School District discharging, or attempting to discharge, Wastewater into the Sewer System in excess of the Sewer System Maximum Rate.

(d) Unacceptable Waste. The School District shall not discharge, or attempt to discharge, any Unacceptable Waste into the Sewer System. In light of the damage to the Sewer System that could be caused by the School District discharging Unacceptable Waste into the Sewer System, the School District is responsible for all actual costs, damages, and expenses caused by the School District discharging, or attempting to discharge, Unacceptable Waste into the Sewer System. The School District shall utilize best efforts to ensure that users of the facilities on the School District Property do not discharge Unacceptable Waste into the Sewer System

(e) Meter. The School District shall install and maintain a flow meter near the Sewer System Connection Point to accurately measure the volume of Wastewater delivered by the School District at the Sewer System Connection Point (the “Sewer System Flow Meter”). Beginning on the Effective Date and annually thereafter, the School District shall obtain third party certification of the meter’s calibration and operation. The certification will be provided to the Association in a timely manner upon request.

(f) Prompt Notification of Unusual Conditions. The School District shall promptly notify the Association regarding any proposed spills, pollutants, large discharges, chemicals, or any substantial change in the volume or amount of discharge into the Sewer System.

(g) Discontinuance of Wastewater Drainage. The School District may, at its option, discontinue the discharge of wastewater into the Sewer System. In such event, the School District shall provide written notice to the Association at least ninety (90) days prior to its discontinuing the discharge of wastewater into the Sewer System. Upon the termination of the School District’s discharge of wastewater into the Sewer System, it shall comply with the termination provisions contained in Article IV, Section 2., herein, and pay the costs and other expenses described in Article V, Section 1., herein. At such time as the Public Sanitary Sewer becomes Available for

Use, the School District shall discontinue its discharge of Wastewater to the Sewer System for treatment and disposal and the Association will have no further responsibility for the disposal or treatment of Wastewater. The Association shall continue to operate and maintain a collector main leading from the Sewer System Connection Point to the point of transfer of Wastewater to the Public Sanitary Sewer the route of which is outlined on the attached Exhibit C (the “Collector Main”).

Article III
Private Utility Rates, Fees, and Charges

Section 1. Connection Fee. In order to reimburse the Association for the costs that the Association has incurred, or will incur, for improvements to the Water System occasioned by the School District’s connection, on the Effective Date, the School District shall pay to the Association the sum of TWO HUNDRED NINETY FIVE THOUSAND SEVEN HUNDRED TWENTY NINE AND 00/100 DOLLARS (295,729) as a nonrefundable fee to connect to the Water System.

Section 2. Water Rates

(a) Initial Water Commodity Charge. For an initial period of at least twelve (12) months following the Effective Date and until the Association adjusts the Water Commodity Charge pursuant to Article III, Section 5, the School District shall pay to the Association a Water Commodity Charge of \$4.18.

(b) User Charge. The School District shall pay the Association the Water User Charge starting from the original date of connection, which pre-dated the Effective Date of this Agreement, in accordance with applicable usage requirements. In addition, for an initial period of at least twelve (12) months following the Effective Date and until the Association adjusts the Water User Charge pursuant to Article III, Section 5, the School District shall pay to the Association a monthly Water User Charge of \$209.12.

(c) Excess Water Consumption Penalty Rate. If the Association delivers water to the School District in excess of either the Maximum Annual Water Supply or Maximum Daily Water Supply, the School District shall be responsible for an excess water consumption penalty rate of ONE HUNDRED AND FIFTY PERCENT (150%) of the then existing Water Commodity Charge per 1,000 gallons of water, or portion thereof, delivered to the School District Property in excess of the Maximum Annual Water Supply or Maximum Daily Water Supply.

(d) Extraordinary Capital Expenses. The Connection Fee in Article III, Section 1, above, includes all costs to upgrade the Water System to provide water supply to the School District Property at the quantity, quality, supply, and pressure specifications provided for by this Agreement. If the Association encounters extraordinary capital or operational expenses for the Water System, the Association may charge to the School District an extraordinary capital expense charge that is charged in common to all users of the Private Utilities based on a proportionate share of the School District’s use of the Private Utilities. The amount of the School District’s extraordinary capital expense charge shall be in proportion to the School District’s usage of the relevant Private Utility based on the number of REU’s of the School District’s Private Utility usage

for the preceding twelve (12) month period. The Association shall only use any extraordinary capital expenses charged pursuant to this Section 2(d) for the ongoing or future operational or maintenance needs of Private Utilities. The Association shall provide the School District with no less than six (6) months' advanced written notice prior to the effective date of any extraordinary capital expense charges. As used in this Section 2(d) the term "extraordinary capital or operational expenses" shall mean a non-recurring expense that is unexpected or special and not related to the day-to-day ordinary maintenance and repair of the Private Utilities, or costs associated with upgrades

Section 3. Sewer Rates. During the period in which a connection to the Sewer System exists and the School district is discharging wastewater the Parties agree:

(a) Commodity Charge. The School District shall pay to the Association a Sewer Commodity Charge based on the actual costs incurred by the Association in the treatment, hauling, and disposal of Wastewater generated by the School District Property. The Association shall compute the actual costs owed by determining the Association's actual cost to haul and dispose of Wastewater per 1,000 gallons, which amount shall be consistent with all users of the Sewer System, and multiplying that figure by the amount of Wastewater delivered by the School District as measured at the Sewer Flow Meter.

(b) Excess Wastewater Discharge Penalty Rate. If the School District discharges Wastewater to the Sewer System in excess of either the Sewer System Annual Maximum or the Sewer System Daily Maximum, the School District shall be responsible for an excess wastewater discharge penalty rate of ONE HUNDRED AND FIFTY PERCENT (150%) of the then existing Sewer Commodity Charge per 1,000 gallons of discharge, or portion thereof, in excess of the Sewer System Annual Maximum or Sewer System Daily Maximum.

Section 4. Billing. The Association shall prepare and send to the School District an itemized monthly invoice for all charges and fees incurred by School District as provided by this Agreement. All invoices are due and payable within forty-five (45) days of receipt. Late payments will incur a late payment fee equal to 1% of the unpaid balance for every forty-five (45) days, or part thereof, until the balance is paid in full.

Section 5. Adjustment in Rates. The Association may amend, no more frequently than every twelve (12) months, the Private Utility Charges as necessary to accommodate increased costs in providing the Private Utilities.

(a) Methodology for Rate Adjustment. If the Association wishes to adjust the Private Utility Charges, the Association shall utilize actual consumption data collected from the School District Property for the preceding twelve (12) month period to determine the number of REU's of water being delivered to the School District Property and the number of REU's of Wastewater being discharged by the School District Property (the "Revised REU's"). The Association shall utilize the Revised REU's to adjust the Private Utility Charges to reflect the School District's proportional use of the Private Utilities. However, in no event shall the Association charge the School District an amount per REU that is in excess of that charged to other users of the Private Utilities.

(b) Notice to the School District. As soon as possible in the rate adjustment process provided by Article III, Section 5, the Association shall inform the School District of the preliminary actual consumption data and proposed rates to assist the School District in financial planning. The Association shall provide the School District with no less than three (3) months' advanced written notice prior to the effective date of any adjustment in the Private Utility Charges.

Section 7. Meter Failure. If, for any reason, the Water Flow Meter or the Sewer System Flow Meter are unreadable, unusable, inoperable, or do not accurately function, the Association shall use the best available data and Prudent Utility Practices to estimate the Private Utility Charges owed by the School District.

Section 8. Non-Payment. If any sums, fees, or charges are owed by the School District pursuant to this Agreement and remain unpaid for one-hundred twenty (120) days or greater, the Association may shut off and refuse to provide water service to the School District. The Association shall promptly restore water service to the School District upon receipt of all past due sums, fees, or charges.

Article IV **Term and Termination**

Section 1. Term. This Agreement will be effective as of the Effective Date and shall continue until December 31, 2074. The term of this Agreement will be extended on the same terms and provisions or other mutually agreeable terms and provisions by one or more renewals unless not less than five years prior to the expiration date of this Agreement, or the expiration of any additional renewal term, a Party gives the other Party notice of intent not to renew. If no such notice is given, this Agreement shall automatically renew for a ten-year extension on the same terms. If a notice on non-renewal is provided and if the other Party still desires to renew the agreement the Parties agree that the terms and conditions of the renewal shall be subject to the arbitration provisions contained in Article VIII, Section 2, herein.

Section 2. Termination Upon the termination or expiration of this Agreement for any reason, the School District shall promptly retire and abandon its connection to the Private Utilities in compliance with all applicable laws and regulations and take all actions necessary to restore the Private Utilities to the condition existing prior to the Effective Date.

Article V **Construction and Inspection**

Section 1. Future Construction or Maintenance. Except in the case of emergency, prior to initiating any construction or maintenance work that may impact or impair the Private Utilities, the School District shall provide the Association with thirty (30) days advanced written notice of the proposed construction or maintenance work and submit the plans and specifications of the proposed construction or maintenance work for the Association's review and approval. Said approval will not be unreasonably withheld, conditioned, or delayed. The School District shall diligently complete all construction or maintenance work skillfully, in a good and reasonable

manner, in compliance with all applicable codes and laws, and in conformance with the approved plans and specifications. If the School District damages any portion of the Private Utilities as the result of or arising out of any construction or maintenance activities on the School District Property, the School District shall promptly reimburse the Association for all damages, costs, and expenses to the Private Utilities occasioned by the School District's construction and maintenance activities.

Section 2. Inspection and Testing. The Association, and its contractors, agents, and assigns, may, during normal business hours and with prior written notification to the School District, enter upon the School District Property to observe, inspect, and test any portion of the School District's plumbing or waste discharge system that directly or indirectly connects to the Private Utilities. The Association, and its contractors, agents, and assigns, may enter upon the exterior of the School District property at any time in order to prevent or repair damage to the Private Utilities or take such other action reasonably necessary to ensure the proper functioning of the Private Utilities.

Article VI
The Public Sanitary Sewer

Section 1. Availability of Public Sanitary Sewer. As of the date the Public Sanitary Sewer becomes Available for Use, the School District shall discharge wastewater flow to the Public Sanitary Sewer System for treatment and disposal and the Association will have no further responsibility for the disposal or treatment of Wastewater. The Association shall continue to operate and maintain the Collector Main. The School District shall comply with all applicable laws, regulations, and Prudent Utility Practices. Any unpaid costs, fees, charges, and other expenses under this Agreement owed to the Association prior to the transition to the Public Sanitary Sewer will be promptly remitted by the School District.

Section 2. Costs of the Public Sanitary Sewer. The School District shall pay to Plainfield Charter Township the sum of NINE HUNDRED NINETY-SEVEN THOUSAND THREE HUNDRED SIXTY-TWO DOLLARS (\$997,362) as its proportionate share of the costs of the construction of the Public Sanitary Sewer. This amount is based on the construction and engineering costs of the Public Sanitary Sewer, easements for public sanitary sewer facilities, Collector Main and other infrastructure and easement costs given School District's percentage use and benefit of connecting to the Public Sewer System and related amenities.

Section 3. Maintenance of the Collector Main. The Association may charge to the School District the Association's costs and expenses in maintaining and operating the Collector Main on a basis proportionate to the School District's use of the Collector Main. The amount of the School District's contribution to the operation and maintenance of the Collector Main shall be in proportion to the School District's usage of the relevant Private Utility based on the number of REU's of the School District's Private Utility usage for the preceding twelve (12) month period, or such short period of a twelve (12) month period is not available.

Article VII
Representations

Section 1. Representation by the School District. The School District represents, warrants, and covenants that:

(a) All necessary permissions, approvals, reviews, or any other forms of acquiescence necessary to authorize the School District to enter into this Agreement have been obtained and conducted.

(b) The School District shall use commercially reasonable efforts to provide all information within its control requested by the Association to the Association necessary to effectuate the purposes of this Agreement.

(c) The School District shall use its best efforts to take commercially reasonable actions to minimize any waste of the Private Utilities.

(d) The School District shall use its best efforts to take commercially reasonable actions to prevent any Unacceptable Waste from entering into the Sewer System.

(e) The School District shall cooperate with the Association with respect to the development and submission of applications for all local, state, and federal permits necessary for the operation of the Private Utilities.

Section 1. Representation by the Association. The Association represents, warrants, and covenants that:

(a) All necessary permissions, approvals, reviews, or any other forms of acquiescence necessary to authorize the Association to enter into this Agreement have been obtained and conducted.

(b) The Association shall use commercially reasonable efforts to provide all information within its control requested by the Association to the Association necessary to effectuate the purposes of this Agreement.

(c) The Association shall use Prudent Utility Practices to minimize the cost of the Private Utilities to the School District.

(d) The Association shall use Prudent Utility Practices to maintain and operate the Private Utilities.

Article VIII
Breach and Remedy

Section 1. Default Provisions. With the exclusion of the collection of any costs, sums, or charges owed to the Association pursuant to this Agreement or where this Agreement expressly provides otherwise, in the event that either Party commits a material breach of this Agreement, the Party alleging the breach shall give written notice of the breach to the other Party within a reasonable time of discovering the breach. The Party in breach shall be given 30 days to cure the breach. If

the Party in breach fails to cure the breach, the non-breaching Party may declare the Agreement in default and, subject to the Dispute Resolution process set forth in Section 2 below, pursue all available legal remedies.

Section 2. Arbitration. Any dispute, claim, or grievance arising out of or relating to the interpretation or application of this Agreement and any disputes, claims, or grievances arising among or between the Parties shall be submitted to arbitration; and the Parties shall accept the arbitrator's decision and award as final and binding. The arbitration rules of the American Arbitration Association, as amended and in effect from time to time, shall apply to all such arbitrations. Election by the School District or by the Association to submit any dispute, claim, or grievance to arbitration shall preclude that Party from litigating the dispute, claim, or grievance in the courts.

Article IX Miscellaneous

Section 1. Notices All notices required or permitted under this Agreement must be in writing, delivered to the respective Party at the following addresses via certified US Mail effective upon receipt.

If to the School District:

Rockford Public Schools
Attn: Superintendent of Schools
350 Main Street
Rockford, Michigan 49341-1092

With copies to:

Rockford Public Schools
Attn: Assistant Superintendent of Schools
350 Main Street
Rockford, Michigan 49341-1092

Thrun Law Firm, P.C.
Attn: President
2900 West Road, Suite 400
East Lansing, Michigan 48823

If to the Association:

Brett Gorby
President
2887 E. Morgan Trail NE
Rockford, MI 49341

With a copy to:

Bloom Sluggett, PC
c/o President
161 Ottawa Ave NW, Suite 400
Grand Rapids, MI 49508

Section 2. Assignment. The Association may sell, transfer, or assign, the Private Utilities, or a portion thereof, or its ownership and operational responsibilities for the Private Utilities. The School District acknowledges and agrees that Algoma Township, or another governmental entity may undertake ownership and operational responsibility for the Private Utilities as permitted or required by law.

Section 3. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

Section 4. No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement nor is it the intent of the Parties that any third-party beneficiary rights of any kind or nature shall accrue. Without limiting the foregoing, the Parties acknowledge and agree that only the School District Property is intended to be served by the Private Utilities as a result of this Agreement.

Section 5. Entire Agreement. This Agreement represents the entire understanding and agreement between the Parties. All prior understandings and agreements are specifically merged herein.

Section 6. Captions. The captions appearing under the terms of this Agreement are for convenience purposes only and do not in any way limit or amplify the terms or provisions of this Agreement; provided, however, that the recitals set forth above are intended to constitute an integral part of this Agreement.

Section 7. Applicable Law. The Agreement shall be construed and interpreted according to the laws of the State of Michigan.

Section 8. Saving Clause. If any term of this Agreement is found to be void, invalid, or unenforceable, the validity and enforceability of the remaining terms and provisions of this Agreement shall not be affected or impaired thereby and shall continue in full force and effect.

Section 9. Interpretation. The words “including,” “includes,” and “include” are to be read as if they were followed by the phrase “without limitation”.

[SIGNATURES ON THE FOLLOWING PAGES]

Saddle Ridge Site Condominium Association, a Michigan nonprofit corporation

By: _____

Its: President

Rockford Public Schools, a Michigan general power school district

By: _____

Its: _____

EXHIBIT A

School District Property

Parcel Number: 41-06-27-226-004

Property Address: 9605 EDGERTON AVE NE

Description:

410627226004 PART OF E 1/2 OF SEC 27 COM 591.70 FT N 89D 34M 42S W ALONG E&W 1/4 LINE FROM E 1/4 COR TH S 14D 16M 34S W ALONG SD WLY LINE OF EDGERTON AVE 163.45 FT TO NLY LINE OF SADDLE RIDGE DR TH N 75D 43M 26S W ALONG SD NLY LINE 121.29 FT TH NWLY 216.50 FT ALONG SD NLY LINE ON A 280.0 FT RAD CURVE TO RT /LONG CHORD BEARS N 53D 34M 22S W 211.15 FT/ TH N 31D 25M 18S W ALONG SD NLY LINE 481.54 FT TH NWLY 202.12 FT ALONG SD NLY LINE ON A 283.0 FT RAD CURVE TO LT /LONG CHORD BEARS N 51D 52M 56S W 197.85 FT/ TO W LINE OF E 1/2 NE 1/4 TH N 0D 44M 08S E ALONG SD W LINE 1432.31 FT TH S 89D 33M 17S E 531.77 FT TH S 0D 41M 10S W 585.0 FT TH N 89D 17M 50S W 65.0 FT TH N 0D 42M 10S E 20.0 FT TH S 83D 43M 31S W 256.70 FT TH SLY 81.56 FT ALONG A 35 FT RAD CURVE TO LT /LONG CHORD BEARS S 16D 58M 05S W 64.32 FT/ TH S 49D 47M 20S E 261.98 FT TH N 61D 18M 48S E 35.0 FT TH S 28D 41M 14S E 214.34 FT TH S 89D 33M 17S E 704.79 FT TO WLY LINE OF EDGERTON AVE TH SWLY 225.64 FT ALONG SD WLY LINE ON A 768.51 FT RAD CURVE TO RT /LONG CHORD BEARS S 28D 51M 54S W 224.83 FT/ TH S 37D 16M 34S W ALONG SD WLY LINE 334.17 FT TH SWLY ALONG SD WLY LINE 348.64 FT ON 868.51 FT RAD CURVE TO LT /LONG CHORD BEARS S 25D 46M 34S W 346.31 FT/ TH S 14D 16M 34S W ALONG SD WLY LINE 189.62 FT TO BEG * SEC 27 T9N R11W 29.40 A. SPLIT ON 02/28/2007 FROM 41-06-27-226-003;

EXHIBIT B

Water System and Sewer System Connection Points

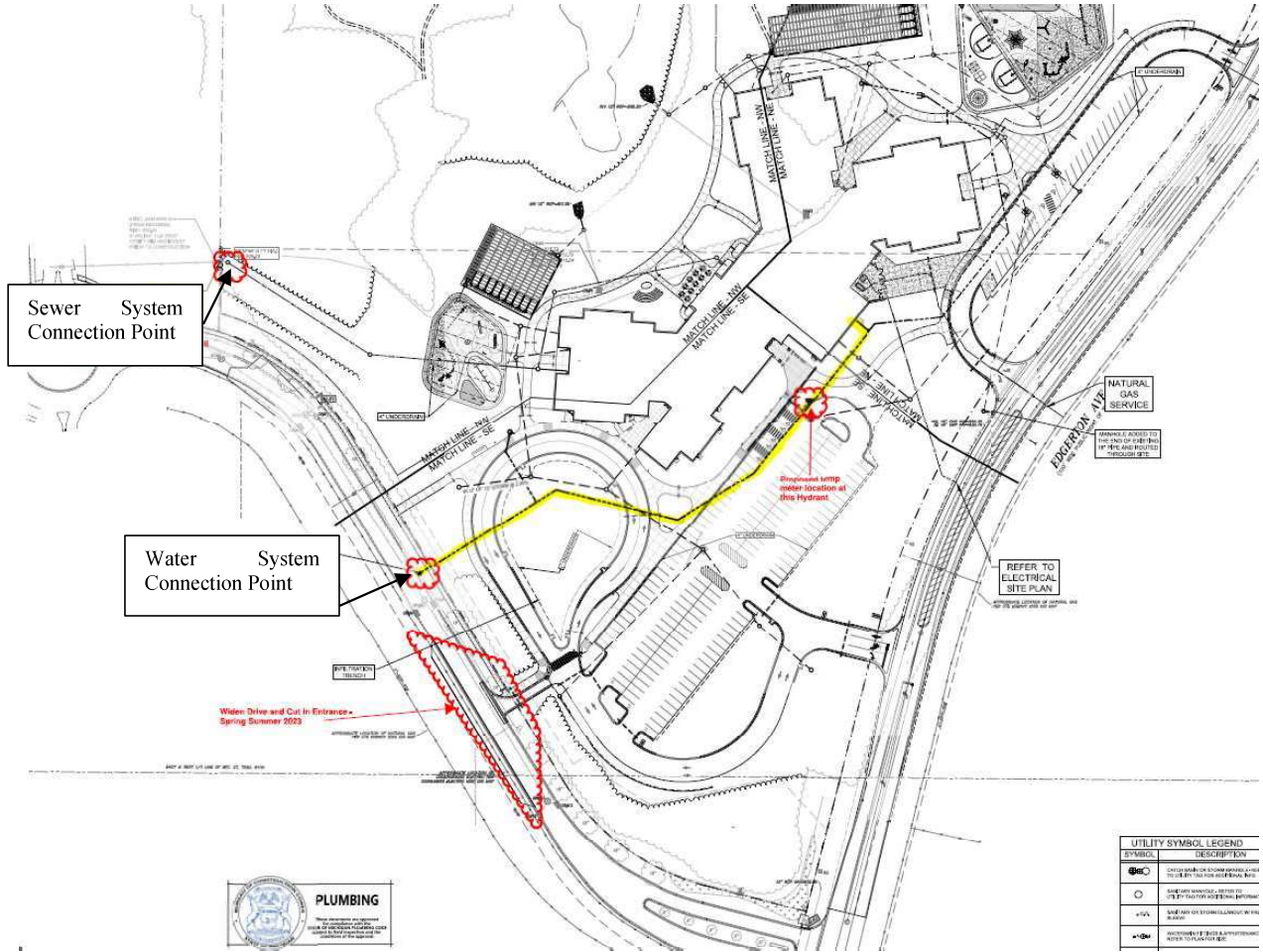


EXHIBIT C

Collector Main





Memorandum

To: Dr. Steve Matthews, Superintendent of Schools
From: Allison Clements, Executive Director of Business and Operations
Date: July 9, 2024
Subject: Reimbursement of General Funds from Bond for Edgerton Trails

As part of the water and sanitary sewer connection agreement for Edgerton Trails Elementary, the district will be paying the water fee and the district's share of municipal sanitary sewer costs. These payments are eligible for payment from the General Fund or from the 2019 Bond proceeds. This reimbursement resolution provides the district with an option to pay the aforementioned costs out of the General Fund initially with a reimbursement from the 2019 Bond proceeds in the future.

The recommendation is to approve the resolution allowing the option of payment for the water and sewer agreements.

ATC/jg

Attachment

Rockford Public Schools, Kent County, Michigan (the "Issuer")

A _____ meeting of the board of education of the Issuer (the "Board") was held in the _____, within the boundaries of the Issuer, on the _____ day of _____, 20____, at _____ o'clock in the ____m. (the "Meeting").

The Meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. At an election held in the District on May 7, 2019, the qualified electors of the District authorized the issuance of bonds for the purpose of erecting, furnishing, and equipping a new elementary school building; erecting, furnishing and equipping additions to school buildings; remodeling, equipping and re-equipping, and furnishing and refurbishing school buildings; acquiring, installing, equipping or re-equipping school buildings for instructional technology; purchasing school buses; and acquiring, preparing, erecting, developing, improving, and equipping playgrounds, play fields, athletic fields and facilities, and sites (the "Project"); and

2. The Internal Revenue Service authorizes, by regulation, the allocation of bond proceeds to reimburse expenditures previously made by an issuer of bonds, being Section 1.150-2; and

3. In anticipation and preparation for the Project, the District will incur certain expenses related to the Project in advance of receipt of bond proceeds (the "Reimbursable Expenses"); and

4. Payments of such expenses made by the Board are an advance from the General Fund to be repaid upon the approval and receipt of bond proceeds.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. All of the payments of Reimbursable Expenses initially to be made with funds other than proceeds of the 2025 School Building and Site Bonds, Series III (the "Bonds") and then to be reimbursed by the District from proceeds of the Bonds will be for costs of a type properly chargeable to the capital account of the project under general income tax principles, non-recurring working capital expenditures (of a type not customarily payable from current revenues), or costs of issuing the Bonds. Other than any preliminary expenditures for architectural, engineering, surveying, soil testing, costs of issuing the Bonds, or similar purposes that may have been paid more than sixty (60) days prior to the date of this resolution, all such expenditures have been paid not more than sixty (60) days earlier than the date of this resolution or will be paid on or after the date of this resolution.

2. The payments of expenses and the purposes of said payments in an amount not to exceed \$1,300,000 are hereby approved, and the monies are authorized to be advanced from monies on hand in the General Fund, which monies will be repaid to the General Fund from the Bond proceeds when received. The debt service for the Bonds will be paid from unlimited tax revenues.

3. The District shall reimburse the General Fund not earlier than the date on which the expenses are paid and not later than the latter of:

- (a) the date that is eighteen (18) months after the expenses are paid, or
- (b) the date the Project is placed in service or abandoned, but in no event more than three (3) years after the expenses are paid.

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

Ayes: Members

Nays: Members

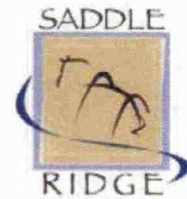
Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Rockford Public Schools, Kent County, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the Open Meetings Act (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

IFK:baf



June 20, 2024

Rockford Public Schools
c/o Allison Clements
350 N. Main Street
Rockford, MI 49341

Re: Saddle Ridge Condominium Association (the “Association”) and Rockford Public Schools (the “School District”) – Plainfield Charter Township Lift Station and Force Main Construction Costs Allocation

Dear Ms. Clements:

The purpose of this letter is to provide additional details and information surrounding the Association’s allocation of the costs associated with the connection of the Association’s wastewater system to the North Kent Sewer Authority. In brief, the project would involve the construction of a sanitary sewer lift station and force main on the property of the Saddle Ridge Condominium Association to be owned by the North Kent Sewer Authority along with the construction of a collector pipe leading from the School District property through the Association property to connect to the lift station.

The intention of the Association with this cost allocation is to 1) determine what is the School District’s share of the usage of the overall sanitary sewer system and allocate the costs of construction accordingly, and 2) indirectly compensate the Association for the value of the private infrastructure and land of the Association that the School District will utilize in order to make the North Kent connection. As a nonprofit corporation, the Association needs to ensure that the general common elements of the Association (the roads and infrastructure) are not being utilized by third party entities without compensation to the Association.

A. Percentage of Shared Sanitary Sewer.

The Association has calculated the average monthly amount of sewer volume that is produced by the Homeowner’s within the Association along with the maximum amount of Rockford Public Schools Sewer volume as requested by the School District. That leads to the School District being allocated a 13.4% share (or 30 Residential Equivalent Units or REUs based on the 230 homes within the Association) of the sewer capacity.

SUPPORTING CALCULATIONS: Shared Sanitary Sewer		
Total Volume	40,400	% of Total
Homeowner Sewer Volume	35,000	86.6%
RPS Sewer Volume	5,400	13.4%

B. North Kent Construction Costs – Saddle Ridge Force Main and Lift Station.

The approved bid for the construction of the force main and lift station that will allow the Association and School District to connect to the North Kent Sewer System is \$2,950,000. Utilizing the School District’s 13.4% share of the sanitary sewer system as a metric to allocate those costs, the School District is responsible for \$395,300 while the Association is responsible for \$2,554,700.

C. Construction Engineering and Design Engineering Costs.

The total costs for the construction engineering and design engineering for the force main and lift station equal \$311,300. Utilizing the School District’s 13.4% share of the sanitary sewer system as a metric to allocate those costs, the School District is responsible for \$41,714 while the Association is responsible for \$269,585.

The below chart is a summary of the allocation of the costs associated with the construction of the force main and lift station.

	<u>TOTALS</u>	<u>HOMEOWNERS</u>		<u>ROCKFORD PUBLIC SCHOOLS</u>	
<u>Plainfield Township - Saddle Ridge Force Main and Lift Station</u>	\$ 3,261,300				
Design Engineering	\$ 156,100	\$ 143,842	86.6%	13.4%	22,257
Construction Engineering	\$ 145,200	\$ 125,743	86.6%	13.4%	19,457
Construction Costs for Force Main and Lift Station	\$ 2,950,000	\$ 2,554,700	86.6%	13.4%	395,300

D. Construction Costs for Collector Main running to the Lift Station

The project also involves the construction of a collector main running from the School District property to the newly constructed lift station (the “Collector Main”). A copy of a map depicting the Collector Main is attached to this letter as Attachment 1. Approximately 317 linear feet of the Collector Main is dedicated solely to the use of the School District Property while 1,848 feet will be shared with 32 other homeowners within the development. For the 317-foot portion that will be utilized solely by the School District, the School District will pay 100% of those construction costs. For the 1,848-foot portion that will be shared with 32 other homes within the Association, the School District will pay a 48% portion, reflecting the 30 REUs associated with the School District property, while the Association will pay a 52% share of the construction costs of the 1,848 feet of Collector Main. Note, the accepted bid of the construction contractor reflects a cost of \$365 per linear foot cost for the construction of the Collector Main.

Accordingly, the School District’s allocation of the construction costs of the collector main is reflected in the following chart.

<u>Development/Infrastructure owned by the Saddle Ridge Community:</u>	<u>Inplace Value</u>	<u>Lineal Ft</u>	<u>\$ Cost per Ft</u>	<u>TOTAL</u>	<u>RPS Portion</u>	
Sanitary Sewer Installed Value - RPS Lateral (From RPS Connection Point to Saddle Ridge Circle)		317	\$365	115,705	100%	115,705
Sanitary Sewer Installed Value (RPS/HOA Shared) Installed Cost -(From Saddle Ridge Circle to Sewer Plant)		1,848	\$365	674,520	48%	323,770

In sum, the School District is responsible for a \$439,475 allocation of the Collector Main construction costs and the Association is responsible for a \$350,750 allocation of the Collector Main construction costs.

E. Use of Saddle Ridge Rights of Way and Easements for Public Infrastructure for the Collector Main.

The Collector Main will be constructed and located within the private right of way of the Association. Accordingly, the Association is requiring an indirect contribution to account for the value of these private assets that will be utilized by the School District. The Association has assigned a value for these rights of \$37.45 per linear foot of Collector Main installed. In addition to

indirectly compensating for the private land that will be utilized by the School District, this will also compensate the Association for the future costs of land and road restoration occasioned by maintenance and construction activities of the Collector Main. The \$37.45 per linear foot will be allocated in accordance with the previously identified figures of 48% for the shared portion of the Collector Main and 100% for the exclusive portion of the Collector Main. In sum, the School District will be allocated the following costs for the Collector Main's use of the Association's private property.

<u>Development/Infrastructure owned by the Saddle Ridge Community:</u>	<u>Inplace Value</u>	<u>Lineal Ft</u>	<u>\$ Cost per Ft</u>	<u>TOTAL</u>	<u>RPS Portion</u>	
Community Right Away's and Easements for Public Infrastructure - Collector Main (Shared Portion)	\$ 69,208	1,848		69,208	48%	33,220
Community Right Away's and Easements for Public Infrastructure - Collector Main (RPS Exclusive Portion)	\$ 11,879	318		11,879	100%	11,879

F. Site Location of Lift Station Land Development Value

The lift station will be located on private land owned by the Association. The Association will be required to dedicate an easement to the North Kent Sewer Authority to accommodate the construction, operation, and maintenance of this lift station. This easement will prohibit the use of the land for any purpose other than a lift station. Accordingly, the Association will require the School District to make an indirect contribution to the Association to compensate the Association for the land development value of the lift station site in proportion to the School District's use of the overall sewer system. The Association values the lift-station site at \$200,000, with a 13.4% share of that equaling \$26,800.

G. Plainfield Charter Township Force Main Use of Association Rights of Way

In addition to the Collector Main, the project involves the construction of a force main to carry wastewater from the lift station through and outside of the Association property. A map of the proposed force main is attached to this letter as Attachment 2. The portion of the force main on the Association property is approximately 3,200 feet. The force main will be located within the private roadways and general common elements of the Association. The easement required by the North Kent Sewer Authority will be 20 feet in width equating to 64,000 square feet of easement area throughout the Association property. The Association is valuing the easement area at \$5 per square foot. Additionally, the Association is responsible for producing the surveyed easement descriptions for 3,200 feet of force main which is estimated to cost approximately \$50,000. The Association will require the School District to indirectly compensate the Association for a 13.4% share of these costs, totaling \$49,580.

The summary of the School District's allocation of the costs of the overall project is contained on the spreadsheet attached as Attachment 3.

Please let me know if you have any further questions.

Sincerely,



Signer ID: VONMO0ZS12...

Brett Gorby - President

Saddle Ridge Site Condominium Association

Attachment 1



Attachment 2

Proposed Saddle Ridge Force Main

March 22, 2024



Proposed Saddle Ridge Force Main

March 22, 2024



**RPS Allocation of Costs - RPS support
as of June 18, 2024**

	TOTALS		HOMEOWNERS		ROCKFORD PUBLIC SCHOOLS	
	Inplace Value	Lineal Ft	\$ Cost per Ft	TOTAL	RPS Portion	
Plainfield Township - Saddle Ridge Force Main and Lift Station	\$ 3,261,300					
Design Engineering	\$ 166,100		\$ 143,842	86.6%		22,257
Construction Engineering	\$ 145,200		\$ 125,743	86.6%		19,457
Construction Costs for Force Main and Lift Station	\$ 2,950,000		\$ 2,554,700	86.6%		395,300
Development/Infrastructure owned by the Saddle Ridge Community:						
Sanitary Sewer Installed Value - RPS Lateral (From RPS Connection Point to Saddle Ridge Circle)		317	\$365		115,705	100%
Sanitary Sewer Installed Value (RPS/HOA Shared) Installed Cost -(From Saddle Ridge Circle to Sewer Plant)		1,848	\$365		674,520	48%
Site location value of new Plainfield Lift Station (approx development lot value)	\$ 200,000				200,000	13.4%
Community Right Away's and Easements for Public Infrastructure - Collector Main (Shared Portion)	\$ 69,208	1,848	37.45		69,208	48%
Community Right Away's and Easements for Public Infrastructure - Collector Main (RPS Exclusive)	\$ 11,872	317	37.45		11,872	100%
Community Right Away's and Easements for Public Infrastructure - Plainfield Charter Township Main	\$ 370,000				370,000	13.4%
				Total		\$ 997,961

Annual Summer Tax Resolution

A regular meeting of the board of education of the District (the “Board”) was held:

in the Administration Building, within the boundaries of the District,

electronically through _____ with identification number _____

on the 15th day of July, 2024, at 5:30 o’clock in the p.m. (the “Meeting”)

The meeting was called to order by Jarrod Folsom, President.

Present: Members

Absent: Members

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

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 50% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board, pursuant to 1976 PA 451, as amended (the Revised School Code), invokes for 2024 its previously adopted ongoing resolution imposing a summer tax levy of one-half of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board’s resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2024 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies before January 1, 2024.

3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District’s summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education



Memorandum

To: Dr. Steven Matthews, Superintendent
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: July 15, 2024
Subject: Special Policy Update

With the Policy Committee's approval, the following special 2024 NEOLA policy updates will be brought to the Board for a first reading on July 15, 2024.

Policy Number	Description	Revised	New	Replacement
Po2264	Nondiscrimination on the Basis of Sex in Education Programs or Activities		X	
Po2266	Nondiscrimination on the Basis of Sex in Education Programs or Activities	X		

Thank you for your continued support of the Policy Review Committee.



Policy Committee Meeting

Special Update

Date: July 9, 2024

Time: 9:30 AM

Location: Administration Building

1. Welcome
2. Special Policy Discussion
3. Other Questions
4. Adjournment



Rockford Public Schools

Quality Community – Quality Schools
Together Building a Tradition of Excellence

RPS Board of Education Policy Committee

July 9, 2024

Meeting Location: Administration Building **Meeting Time:** 9:30 a.m.

Attendance: Dr. Korie Wilson-Crawford, Jarrod Folsom, Tricia Anderson, Nick Reichenbach, and Erin Wenger (recorder)

Nick Reichenbach called the meeting to order at 9:31 a.m.

Nick Reichenbach moved the approval of the agenda, and Jarrod supported.

Welcome

Dr. Korie Wilson-Crawford welcomed all in attendance and explained how the two policies will work together based on the context of the complaint and when the allegation of potential conduct occurred.

Title IX- Special Update

Topic Objective:

- PO2266 (existing policy)- Special Update- Nondiscrimination on the basis of sex in education programs or activities (pre August 1, 2024)
- PO2264 -NEW- Nondiscrimination on the basis of sex in education programs or activities (effective August 1, 2024)

Details:

Policy 2266 has the addition to the board's policy and grievance procedure for responding to sexual harassment alleged to have occurred prior to 8/1/2024. Effective August 1, 2024, this policy shall only pertain to Reports or Formal Complaints of Sexual Harassment that are based on conduct alleged to have occurred on or before July 31, 2024.

Dr. Korie-Wilson Crawford has a team of trained Title IX employees to help conduct an investigation. Certain Title IX circumstances also allow the Title IX coordinator to conduct the investigation and make a decision without the additional Title IX team.

Policy 2264 has shown us the language the district is recommended to adopt, what options it recommends, and when this will take place on August 1, 2024.

Discussion was had around the regulatory definition of sex and the inclusion of gender identity as a sex-based protection under Title IX.

Dr. Wilson-Crawford contacted NEOLA regarding the definition of an Eligible Student when a student turns eighteen (18) and whether the student is eligible for Title IX protection.

Pregnancy-related conditions for students will be treated as any other medical conditions protected under Title IX.

Title IX Coordinators have been assigned by the Board of Education to Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources, and Scott Beckman, Director of Security.

The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a party to a complaint. Under such circumstances, the Title IX shall report directly to the Board's Legal Counsel.

The district will provide for an adequate, reliable, and impartial investigation of the complaint before concluding the Investigation; the investigator may allow each party to propose/submit in writing relevant questions that the party wants asked of any party or witness, and the decision maker will review.

Reviewed the options for student and employee discipline that has engaged in Title IX conduct and what the disciplinary actions could be.

Discretion in Application- The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complaint and/or respondent.

Committee Member Questions and Other Items:

President Folsom asked about the Statute of Limitations on Title IX complaints. Dr. Wilson-Crawford explained that the Statute of Limitations variables for complaints of this nature. The goal of Title IX is to ensure educational access for all students, regardless of sex (as defined in the regulations).

The committee discussed the changing nature of the regulatory requirements for Title IX and

These policy recommendations will be presented as first reading on Jul 15, 2024 meeting and will be on the August 12, 2024 meeting for second reading and approval.

The meeting was adjourned at 11:52 AM.

Book	Policy Manual
Section	Ready for Board - TITLE IX
Title	NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2264 NEW
Status	

New Policy - Special Update - Title IX

2264 - NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES

This policy pertains to sex discrimination, including sex-based harassment, which occurs on or after August 1, 2024. Allegations of sex-based harassment, that occur on or before July 31, 2024, shall be addressed pursuant to Policy 2266 and AG 2266. Throughout this policy, unless expressly stated otherwise, reference to "Title IX" includes and incorporates the 2024 Title IX regulations (also known as the "2024 Final Rule"). The Title IX regulations are found at 34 CFR Part 106. References solely to Title IX (20 U.S.C. §§ 1681 – 1688) are denoted as "Title IX (Statute)." In this policy, unless the context otherwise requires, words importing the singular include the plural and vice versa.

NONDISCRIMINATION

Overview:

The Board of Education of the Rockford Public School District (hereinafter referred to as "the Board") does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX, including in admission and employment.

Discrimination on the basis of sex includes discrimination on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

The Board is committed to maintaining an education and work environment that is free from sex discrimination (including sex-based harassment), responding promptly and effectively when it has knowledge of conduct that reasonably may constitute sex discrimination, and addressing sex discrimination in its education program or activity. Persons who commit sex-based harassment are subject to the full range of disciplinary sanctions set forth in this policy. The Board will provide persons who have experienced sex-based harassment ongoing remedies as reasonably necessary to restore or preserve access to the District's education program or activity.

KEY DEFINITIONS

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

Complainant means:

- A. a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or
- B. a person other than a student or employee who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX and who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

Complaint means: an oral or written request to the District that objectively can be understood as a request for the District to investigate and make a determination about alleged discrimination under Title IX.

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

Disciplinary sanctions means: consequences imposed on a respondent following a determination under Title IX that the respondent violated the Board's prohibition on sex discrimination.

Education program or activity refers to: all the District's operations including, but not limited to, in-person and online/remote educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by the Board. It also includes events and circumstances that take place off school property/grounds but over which the District asserts disciplinary authority.

Eligible Student means: a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Exculpatory evidence means: evidence that is favorable to a respondent because it helps excuse, justify, or absolve a respondent of alleged wrongdoing and tends to establish a respondent did not engage in sex discrimination.

Inculpatory evidence means: evidence that links a respondent to alleged wrongdoing and tends to establish a respondent engaged in sex discrimination (i.e., has culpability).

Parental status means: the status of a person who, with respect to another person who is under the age of eighteen (18) or who is eighteen (18) or older but is incapable of self-care because of a physical or mental disability, is:

- A. a biological parent;
- B. an adoptive parent;
- C. a foster parent;
- D. a stepparent;
- E. a legal custodian or guardian;
- F. in loco parentis with respect to such a person; or
- G. actively seeking legal custody, guardianship, visitation, or adoption of such a person.

Party means: a complainant or respondent.

Peer retaliation means: retaliation by a student against another student.

Pregnancy or related conditions means:

- A. pregnancy, childbirth, termination of pregnancy, or lactation;
- B. medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation; or
- C. recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

Relevant means: related to the allegations of sex discrimination under investigation as part of the Board's grievance procedures. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

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

Respondent means: a person who is alleged to have violated the Board's prohibition on sex discrimination.

Retaliation means: intimidation, threats, coercion, or discrimination against any person by the District, a student, a Board employee, or any other person authorized by the Board to provide aid, benefit, or service under the District's education program or activity, for the purpose of interfering with any right or privilege secured by Title IX, or because the person has

reported information, made a complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under the 2024 Title IX regulations.

Sex-based harassment prohibited under this policy and the 2024 Title IX regulations is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex – including on the basis of sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity – that is:

- A. Quid pro quo harassment. An employee, agent, or other person authorized by the Board to provide an aid, benefit, or service under the District’s education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person’s participation in unwelcome sexual conduct.

OR

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

1. the degree to which the conduct affected the complainant’s ability to access the District’s education program or activity;
2. the type, frequency, and duration of the conduct;
3. the parties’ ages, roles within the District’s education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
4. the location of the conduct and the context in which the conduct occurred; and
5. other sex-based harassment in the District’s education program or activity.

OR

- C. Specific offenses.

1. Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation.
2. Dating violence meaning violence committed by a person:
 - a. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - b. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 1. the length of the relationship;
 2. the type of relationship; and
 3. the frequency of interaction between the persons involved in the relationship.
3. Domestic violence meaning felony or misdemeanor crimes committed by a person who:
 - a. is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction in which the District is located, or a person similarly situated to a spouse of the victim;
 - b. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
 - c. shares a child in common with the victim; or
 - d. commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the applicable jurisdiction.

4. Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to:
 - a. fear for the person's safety or the safety of others; or
 - b. suffer substantial emotional distress.

Student means: a person eligible to enroll in, attend, or participate in an elementary (including preschool) or secondary school in the District and who is enrolled in, attending, or participating in, or is seeking/attempting to enroll in, attend, or participate, in the District's education program or activity.

Student with a disability means: a student who is an individual with a disability as defined under Section 504 of the Rehabilitation Act of 1973, as amended ("Section 504"), or a child with a disability as defined under the Individuals with Disabilities Education Improvement Act ("IDEA").

Supportive measures means: individualized measures offered as appropriate, as reasonably available, without unreasonably burdening a complainant or respondent, not for punitive or disciplinary reasons, and without fee or charge to the complainant or respondent to:

- A. restore or preserve that party's access to the District's education program or activity, including measures that are designed to protect the safety of the parties or the District's educational environment; or
- B. provide support during the Board's grievance procedures or an informal resolution process.

Parental, Family, or Marital Status

The Board will not adopt or apply any policy, practice, or procedure concerning a student's current, potential, or past parental, family, or marital status that treats such student differently on the basis of sex.

Pregnancy or Related Conditions

Students:

The Board prohibits discrimination in its education program or activity against any student based on the student's current, potential, or past pregnancy or related conditions. A student who is pregnant or experiencing related conditions shall receive comparable treatment to those with temporary medical conditions. In other words, to the extent not otherwise addressed above, the Board will treat pregnancy or related conditions in the same manner and under the same policies as any other medical condition with respect to any medical or hospital benefit, service, plan, or policy the Board administers, operates, offers, or participates in with respect to students admitted to the District's education program or activity.

The District will not require a student who is pregnant or has related conditions to provide certification from a healthcare provider or any other person that the student is physically able to participate in the District's class, program, or extracurricular activity unless:

- A. the certified level of physical ability or health is necessary for participation in the class, program, or extracurricular activity;
- B. the District requires such certification of all students participating in the class, program, or extracurricular activity; and
- C. the information obtained is not used as a basis for discrimination prohibited by Title IX or this Policy.

District's Responsibilities with Respect to a Student's Pregnancy or Related Conditions

When a Board employee is informed of a student's pregnancy or related conditions by the student or a person who has a legal right to act on behalf of the student, the employee shall promptly provide that person with the Title IX Coordinator's contact information and inform that person that the Title IX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the District's education program or activity, unless the employee reasonably believes the Title IX Coordinator has already been notified.

Once a student, or a person who has a legal right to act on behalf of the student, notifies the Title IX Coordinator of the student's pregnancy or related conditions, the Title IX Coordinator shall promptly take the following specific actions to effectively prevent sex discrimination and ensure equal access to the District's education program or activity:

- A. Inform the student and, if applicable, the person who notified the Title IX Coordinator of the District's obligations to:
1. prohibit sex discrimination under this policy, including sex-based harassment;
 2. provide the student with the option of reasonable modifications to the Board's policies, practices, or procedures because of pregnancy or related conditions;
 3. allow access, on a voluntary basis, to any separate and comparable portion of the District's education program or activity;
 4. allow a voluntary leave of absence;
 5. provide lactation space; and
 6. maintain grievance procedures that provide for the prompt and equitable resolution of complaints of sex discrimination, including sex-based harassment.
- B. Provide the student with voluntary reasonable modifications to the Board's policies, practices, or procedures because of pregnancy or related conditions.
- C. Allow the student to take a voluntary leave of absence from the District's education program or activity to cover, at minimum, the period of time deemed medically necessary by the student's licensed healthcare provider. To the extent that a Board maintains a leave policy for students that allows a greater period of time than the medically necessary period, the Board shall permit the student to take leave under that policy instead if the student so chooses. When the student returns to the District's education program or activity, the student will be reinstated to the academic status and, as practicable, to the extracurricular status that the student held when the leave began.
- D. Provide lactation space, which must be a space other than a bathroom, that is clean, shielded from view, free from intrusion from others, and may be used by a student for expressing breast milk or breastfeeding as needed.

Employees:

The Board will not adopt or implement any policy, practice, or procedure, or take any employment action, on the basis of sex:

- A. concerning the current, potential, or past parental, family, or marital status of an employee or applicant for employment, which treats persons differently; or
- B. that is based upon whether an employee or applicant for employment is the head of household or principal wage earner in such employee's or applicant's family unit.

The Board also will not make a pre-employment inquiry as to the marital status of an applicant for employment, including whether such applicant is a "Miss or Mrs."

Similarly, the Board will treat pregnancy or related conditions as any other temporary medical conditions for all job-related purposes, including commencement, duration, and extensions of leave; payment of disability income; accrual of seniority and any other benefit or service; and reinstatement; and under any fringe benefit offered to employees by virtue of employment.

If an employee has insufficient leave or accrued employment time to qualify for leave under the Board's leave policy, the Board will treat pregnancy or related conditions as a justification for a voluntary leave of absence without pay for a reasonable period of time, at the conclusion of which the employee shall be reinstated to the status held when the leave began or to a comparable position, without decrease in rate of compensation or loss of promotional opportunities, or any other right or privilege of employment.

The Board will provide reasonable break time for an employee to express breast milk or breastfeed as needed and will provide the employee with access to a lactation space, which must be a space other than a bathroom that is clean, shielded from view, free from intrusion from others, and may be used by an employee for expressing breast milk or breastfeeding as needed. See Board Policy 6700 – Fair Labor Standards Act.

TITLE IX COORDINATOR(S)

The Board designates and authorizes the following individual(s) to coordinate its efforts to comply with the Board's responsibilities under Title IX:

Dr. Korie Wilson-Crawford, Assistant Superintendent, Human Resources

350 N. Main St Rockford, MI 49341

kwilsoncrawford@rockfordschools.org

616-863-6554

Scott Beckman, Director of Security_

350 N. Main St. Rockford, MI 49341

sbeckman@rockfordschools.org

616-863-6320

The Board designates Dr. Korie Wilson-Crawford as the coordinator who is ultimately responsible for oversight over the Board's compliance with its responsibilities under Title IX.

The Title IX Coordinator may delegate specific duties to one (1) or more designees.

The Title IX Coordinator shall report directly to the Superintendent except when the Superintendent is a party to a complaint (i.e., either the complainant or the respondent). Under such circumstances, the Title IX Coordinator shall report directly to the Board's Legal Counsel until the matter in which the Superintendent is a party is concluded.

Questions about this policy and Policy 2266 and AG 2264 and AG 2266 should be directed to the Title IX Coordinator.

The Title IX Coordinator shall monitor the District's education programs and activities for barriers to reporting information about conduct that reasonably may constitute sex discrimination under Title IX, and take steps reasonably calculated to address such barriers.

Notice of Nondiscrimination

The Superintendent shall provide a notice of nondiscrimination to students, parents, guardians, or other authorized legal representatives of elementary and secondary students; employees; applicants for admission and employment; and all unions and professional organizations holding collective bargaining or professional agreements with the Board. Specifically, the Superintendent shall post the notice of discrimination on the District's website and in each handbook, catalog, announcement, bulletin, and application form that it makes available to the persons listed above, or which are otherwise used in connection with the recruitment of students or employees.

GRIEVANCE PROCEDURES

Overview:

The Board adopts the following grievance procedures to provide for the prompt and equitable resolution of complaints made by students, employees, or other individuals who are participating or attempting to participate in the District's education program or activity, or by the Title IX Coordinator, alleging any action that would be prohibited by Title IX.

These grievance procedures shall be used for all complaints of sex discrimination, including sex-based harassment, involving conduct alleged to have occurred on or after August 1, 2024. These grievance procedures also may be used, at the discretion of the Title IX Coordinator, to investigate, address, and remedy (as necessary) conduct alleged to have occurred before August 1, 2024, that does not involve sex-based harassment, but some other form of sex discrimination prohibited by Title IX (Statute) – e.g., claims of unequal athletic opportunities, admissions discrimination, discrimination in courses or academic programs (i.e., excluding students from certain classes or programs based on their sex), pregnancy discrimination, unequal treatment based on parental, family, or marital status, discrimination in employment (including in hiring, promotion, and compensation), and retaliation. If the Title IX Coordinator elects not to use these grievance procedures to investigate and resolve such claims, the Title IX Coordinator will still need to implement some procedures to assess – in a prompt, effective, and equitable manner – whether Title IX (Statute) was violated, and, if it was, how best to end the sex discrimination in the District's education program or activity, prevent its recurrence, and remedy its effects.

Reports and Formal Complaints of "Sexual Harassment" (as defined in Policy 2266) involving conduct alleged to have occurred prior to August 1, 2024, are subject to the grievance procedures outlined in Policy 2266.

Under all circumstances, the Title IX Coordinator shall offer and coordinate supportive measures, as appropriate, in accordance with this policy, or Policy 2266, if the Report or Formal Complaint involves "Sexual Harassment" alleged to have occurred prior to August 1, 2024.

If the conduct giving rise to a report or complaint of sex discrimination is alleged to have occurred both before **and** after August 1, 2024 (i.e., is part of a pattern of sex discrimination), the Title IX Coordinator shall determine whether to use the grievance procedures contained in this policy or the grievance procedures contained in Policy 2266. The Title IX Coordinator will notify, in writing, the parties of the determination and the rationale for it. Under no circumstances, however, will a party be denied the due process to which the party is entitled based on the U.S. Department of Education-issued regulations in effect at the time the conduct alleged to violate Title IX (Statute) took place. Nothing herein shall prevent the Title IX Coordinator from using a hybrid grievance procedure that contains aspects of the grievance procedures contained in both this policy and Policy 2266, so that the parties receive all of the due process to which they are entitled.

Complaints:

The following people may make a complaint of sex discrimination – i.e., request that the District investigate and make a determination about whether sex discrimination as prohibited under Title IX occurred:

A. a "complainant," which includes:

1. a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX; or
2. a person other than a student or employee of the District who is alleged to have been subjected to conduct that could constitute sex discrimination under Title IX at a time when that individual was participating or attempting to participate in the District's education program or activity;

B. a parent, guardian, or other authorized legal representative with the legal right to act on behalf of a complainant;

C. the District's Title IX Coordinator.

A person is entitled to make a complaint of sex-based harassment only if they themselves are alleged to have been subjected to the sex-based harassment, if they have a legal right to act on behalf of such person who was subjected to the sex-based harassment, or if the Title IX Coordinator initiates a complaint consistent with the requirements of the 2024 Title IX regulations.

With respect to complaints of sex discrimination other than sex-based harassment, in addition to the people listed above, the following persons have a right to make a complaint:

A. any student or employee of the District; or

B. any person other than a student or employee who was participating or attempting to participate in the District's education program or activity at the time of the alleged sex discrimination.

The District may consolidate complaints of sex discrimination against more than one (1) respondent, or by more than one (1) complainant against one (1) or more respondents, or by one (1) party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one (1) complainant or more than one (1) respondent is involved, references below to a party, complainant, or respondent include the plural, as applicable.

Basic Requirements:

The District will treat complainants and respondents equitably.

All persons involved with implementing the grievance procedures and any other aspects of Policy 2264, including the Title IX Coordinator, the investigator, the decisionmaker, and the appeal decisionmaker, shall be free from any conflicts of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

The Title IX Coordinator may serve simultaneously as an investigator and/or a decisionmaker.

If the Title IX Coordinator does not intend to serve as the investigator and decisionmaker in a specific case, the Title IX Coordinator shall designate one (1) or more administrators who are appropriately trained to serve in the role. Likewise, the Title IX Coordinator shall appoint an appeal decisionmaker when an appeal is filed.

In circumstances when the Title IX Coordinator and trained administrators do not have time/capacity to serve, or are prevented due to a conflict of interest, bias, or partiality, or other reasons that impair the Title IX Coordinator and other trained administrators from serving as an investigator and/or decisionmaker in a specific case, the Title IX Coordinator shall secure one (1) or more independent third parties to serve as the investigator and/or decisionmaker. Similarly, the Title IX Coordinator has authority to secure an independent third party to serve as the appeal decisionmaker.

The District presumes that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of its grievance procedures.

Under ordinary circumstances, the Board expects to complete the major stages of the grievance procedures within the timeframe specified below:

- A. **Evaluation** – The Title IX Coordinator will determine whether to dismiss a complaint or investigate it within fifteen (15) days of receiving the complaint.
- B. **Investigation** – The Title IX Coordinator, or designated investigator, shall ordinarily complete the investigation (i.e., collect relevant evidence that is not otherwise impermissible) within thirty (30) days of the Title IX Coordinator determining the charges require investigation. If, however, the Title IX Coordinator, or designated investigator, determines that the investigation is going to take longer, the Title IX Coordinator will so notify the parties and will thereafter keep the parties informed of the status of the matter on a regular basis. Once the Title IX Coordinator, or designated investigator, provides the parties with “access” to either the relevant and not otherwise impermissible evidence and/or an accurate description of the evidence, the parties will have five (5) days to respond to the evidence or the description of the evidence unless the Title IX Coordinator approves a party’s written request for more time. If the Title IX Coordinator approves such a request, both parties will be afforded an equal amount of time to submit their response.
- C. **Determination** – After the parties either submit responses to the evidence/description of the evidence, or the deadline for submitting such responses expires, the Title IX Coordinator, or designated decisionmaker, will consider the relevant and otherwise not impermissible evidence and issue a determination as to whether sex discrimination occurred. The determination shall be issued within ten (10) days of the deadline for the parties to submit responses to the evidence/description of the evidence unless the Title IX Coordinator approves an extension of time, which must be communicated in writing to the parties.
- D. **Appeal** – A party filing an appeal of the Title IX Coordinator’s decision to dismiss a complaint must do so within five (5) days of receiving the Dismissal.

The Title IX Coordinator, or the Superintendent if the Title IX Coordinator is the individual requesting an extension, may approve reasonable extensions of the preceding timeframes on a case-by-case basis for good cause with notice to the parties.

The District will take reasonable steps to protect the privacy of the parties and witnesses during its grievance procedures. These steps will not restrict the ability of the parties to obtain and present evidence, including by speaking to witnesses; consulting with their family members, confidential resources, or advisors; or otherwise preparing for or participating in the grievance procedures. The parties shall not engage in retaliation, including against witnesses.

The Title IX Coordinator, or designated decisionmaker, shall objectively evaluate all evidence that is relevant and not otherwise impermissible — including both inculpatory and exculpatory evidence. Credibility determinations shall not be based on a person’s status as a complainant, respondent, or witness.

The following types of evidence, and questions seeking that evidence, are impermissible (i.e., will not be accessed or considered, except by the District to determine whether one of the exceptions listed below applies; will not be disclosed; and will not otherwise be used), regardless of whether they are relevant:

- A. evidence that is protected under a privilege recognized by Federal or State law , unless the person to whom the privilege or confidentiality is owed has voluntarily waived the privilege or confidentiality;
- B. a party’s or witness’s records that are made or maintained by a physician, psychologist, or other recognized professional or paraprofessional in connection with the provision of treatment to the party or witness unless the District obtains that party’s or witness’s voluntary, written consent for use in its grievance procedures; and

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

Notice of Allegations:

Upon initiation of the Board's grievance procedures, the Title IX Coordinator shall notify the parties of the following:

- A. the Board's Title IX grievance procedures and informal resolution process
- B. sufficient information available at the time to allow the parties to respond to the allegations, including the identities of the parties involved in the incident(s), the conduct alleged to constitute sex discrimination, and the date(s) and location(s) of the alleged incident(s);
- C. retaliation is prohibited; and
- D. the parties are entitled to an equal opportunity to access the relevant and not otherwise impermissible evidence or an accurate description of this evidence. If the Title IX Coordinator, or designated investigator, provides the parties with a description of the evidence, any party may request access to the relevant and not otherwise impermissible evidence. The Title IX Coordinator will provide the requesting party with the relevant and not otherwise impermissible evidence in a timely manner.

Should the Title IX Coordinator decide, at any point, to investigate allegations that are materially beyond the scope of the initial written notice, the Title IX Coordinator will provide a supplemental written notice describing the additional allegations to be investigated.

Dismissal of a Complaint:

The Title IX Coordinator may dismiss a complaint of sex discrimination if:

- A. the District is unable to identify the respondent after taking reasonable steps to do so;
- B. the respondent is not participating in the District's education program or activity and is not employed by the Board;
- C. the complainant voluntarily withdraws any or all the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the District determines that, without the complainant's withdrawn allegations, the conduct that remains alleged in the complaint, if any, would not constitute sex discrimination under Title IX even if proven; or
- D. the District determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint, the Title IX Coordinator will make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the Title IX Coordinator will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The Title IX Coordinator will notify the complainant that a dismissal may be appealed and will provide the complainant with an opportunity to appeal the dismissal of a complaint. If the dismissal occurs after the respondent has been notified of the allegations, then the Title IX Coordinator will also notify the respondent that the dismissal may be appealed. Dismissals may be appealed on the following bases:

- A. procedural irregularity that would change the outcome;
- B. new evidence that would change the outcome and that was not reasonably available when the dismissal was made; and
- C. the Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

If the dismissal is appealed, the Title IX Coordinator will:

- A. notify the parties of any appeal, including notice of the allegations, if notice was not previously provided to the respondent;
- B. implement appeal procedures equally for the parties;
- C. ensure that the appeal decisionmaker did not take part in an investigation of the allegations or dismissal of the complaint;
- D. ensure that the appeal decisionmaker has been trained consistent with the 2024 Title IX regulations
- E. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the outcome; and
- F. notify the parties of the result of the appeal and the rationale for the result.

When a complaint is dismissed, the Title IX Coordinator will, at a minimum:

- A. offer supportive measures to the complainant as appropriate;
- B. if the respondent has been notified of the allegations, offer supportive measures to the respondent as appropriate; and
- C. take other prompt and effective steps, as appropriate, to ensure that sex discrimination does not continue or recur within the District's education program or activity.

Informal Resolution Process:

In lieu of resolving a complaint through the Board's Title IX grievance procedures, the parties may instead elect to participate in an informal resolution process. The District will not offer an informal resolution to resolve a complaint that includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or when such a process would conflict with Federal, State, or local law.

Adding Allegations and/or Consolidating Complaints:

If, in the course of an investigation, the District decides to investigate additional allegations of sex discrimination by the respondent toward the complainant that are not included in the original Notice of Allegations provided or that are included in a complaint that is consolidated, the Title IX Coordinator will notify the parties of the additional allegations.

Investigation:

The District will provide for an adequate, reliable, and impartial investigation of complaints.

The burden is on the District — not on the parties — to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred.

The Title IX Coordinator, or the designated investigator and/or decisionmaker, will provide an equal opportunity for the parties to present fact witnesses and other inculpatory and exculpatory evidence that are relevant and not otherwise impermissible.

The Title IX Coordinator, or the designated investigator and/or decisionmaker, will review all evidence gathered through the investigation and determine what evidence is relevant and what evidence is impermissible regardless of relevance.

The District will provide each party with an equal opportunity to access the evidence that is relevant to the allegations of sex discrimination and not otherwise impermissible, in the following manner:

- A. the District will provide the parties with an equal opportunity to access either the relevant and not otherwise impermissible evidence, or an accurate description of this evidence;

If the Title IX Coordinator, or designated investigator, provides a description of the evidence, the Title IX Coordinator,

or designated investigator, will provide the parties with an equal opportunity to access the relevant and not otherwise impermissible evidence upon the request of any party.

- B. the District will provide a reasonable opportunity to the parties to respond to the evidence or the accurate description of the evidence; and
- C. the District will take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. Disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Questioning the Parties and Witnesses:

If the investigator and decisionmaker are two (2) separate individuals, the decisionmaker will have an opportunity to question the parties and witnesses to adequately assess a party's or witness's credibility to the extent credibility is both in dispute and relevant to evaluating one (1) or more allegations of sex discrimination.

If the investigator and the decisionmaker are the same person, the decisionmaker will have an opportunity to question the parties and witnesses in individual meetings as part of the investigation.

Before concluding the Investigation, the investigator may allow each party to propose/submit in writing relevant questions that the party wants asked of any party or witness and the investigator will review any questions submitted by the parties and ask those questions of the specific party or witness that the investigator determines – in the investigator's sole discretion – may lead to probative evidence that will assist the decisionmaker in determining whether sex discrimination occurred. The investigator's decision to ask or not ask a specific question proposed by a party is not subject to review. Any questions asked must be relevant and not otherwise impermissible.

After the parties have an opportunity to review the relevant and not otherwise impermissible evidence, or an accurate description of this evidence, the decisionmaker may allow each party to propose/submit in writing relevant questions that the party wants asked of any party or witness and the decisionmaker will review any relevant and not otherwise impermissible questions submitted by the parties and ask those questions of the specific party or witness that the decisionmaker determines, in the decisionmaker's sole discretion, may lead to probative evidence that will assist the decisionmaker in determining whether sex discrimination occurred. The decisionmaker's decision to ask or not ask a specific question proposed by a party is not subject to review. Any questions asked must be relevant and not otherwise impermissible.

Determination of Whether Sex Discrimination Occurred:

Following an investigation and evaluation of all relevant and not otherwise impermissible evidence, the Title IX Coordinator or designated decisionmaker will:

- A. Use the preponderance of the evidence standard of proof to determine whether sex discrimination occurred. This standard of proof requires the decisionmaker to evaluate relevant and not otherwise impermissible evidence for its persuasiveness. If the decisionmaker, applying the applicable standard, is not persuaded by the relevant and not otherwise impermissible evidence that sex discrimination occurred, regardless of the quantity of the evidence, the decisionmaker will not determine that sex discrimination occurred.
- B. Notify the parties, in writing, of the determination whether sex discrimination occurred under Title IX including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal.
- C. Not impose discipline on a respondent for sex discrimination prohibited by Title IX unless there is a determination at the conclusion of the grievance procedures that the respondent engaged in prohibited sex discrimination.
- D. If there is a determination that sex discrimination occurred, the Title IX Coordinator will, as appropriate:
 1. coordinate the provision and implementation of remedies to a complainant and other people the District identifies as having had equal access to the District's education program or activity limited or denied by sex discrimination;
 2. coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions; and

3. take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the District's education program or activity.

E. Comply with the grievance procedures before the imposition of any disciplinary sanctions against a respondent; and

F. Not discipline a party, witness, or others participating in the grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the determination of whether sex discrimination occurred.

Appeal of Determinations:

If a party disagrees with the decisionmaker's determination as to whether sex discrimination occurred, the party may file an appeal. Appeals must be submitted, in writing, within five (5) days of the appealing party's receipt of the Determination.

A party may appeal a Determination on the following bases:

A. procedural irregularity that would change the outcome;

B. new evidence that would change the outcome and that was not reasonably available when the Determination was made; and

C. the Title IX Coordinator, investigator, or decisionmaker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that would change the outcome.

The complainant may not challenge the ultimate disciplinary sanction/consequence that is imposed.

If a party appeals the decisionmaker's determination, the Title IX Coordinator will:

A. notify the parties of any appeal;

B. implement appeal procedures equally for the parties;

C. designate an appeal decisionmaker, who will be a person who did not conduct the Investigation or render the Determination, and is appropriately trained;

1. provide the parties a reasonable and equal opportunity to make a statement in support of, or challenging, the decisionmaker's determination;

2. provide the appeal decisionmaker with the relevant and not otherwise impermissible evidence along with the accurate description of the relevant evidence (if one was prepared and shared with the parties), any responses the parties submitted to the investigator related to the evidence and/or the description of the evidence (if one was prepared), and the decisionmaker's determination; and

3. notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

When a party files an appeal, the party must set forth the reason for the appeal, and the other party will have five (5) days to provide the appeal decisionmaker with a statement in support of their position. Once the decisionmaker receives the statement (or the deadline for filing such a statement expires), the appeal decisionmaker will have ten (10) days to issue a decision on the appeal.

No new or additional evidence may be submitted during the appeal process.

The appeal decisionmaker shall determine the outcome of the appeal based on the appeal decisionmaker's independent review of the record (i.e., the relevant and not otherwise impermissible evidence, the feedback the parties provided to the investigator and/or decisionmaker based on their review of the relevant evidence and any description of the relevant evidence that was prepared and shared with the parties, and the decisionmaker's written determination) and the appeal decisionmaker's application of the law and Board policy to the facts in the record. The appeal decisionmaker must give due deference and due weight to the decisionmaker's factual findings and credibility determinations and should not overturn them unless non-testimonial extrinsic evidence in the record justifies a contrary conclusion or unless the record read in its entirety compels a contrary conclusion. Generally, the appeal decisionmaker is expected to uphold the decisionmaker's

determination unless the appeal decisionmaker determines the decisionmaker's determination is unlawful, unreasonable, or against the manifest weight of the evidence. Every reasonable presumption must be made in favor of the decisionmaker's determination.

The appeal decisionmaker shall notify the Title IX Coordinator, in writing, of the result of the appeal and the rationale for the outcome. The Title IX Coordinator will then simultaneously notify the parties, in writing, of the result of the appeal and the appeal decisionmaker's rationale for the outcome.

Supportive Measures:

The District will offer and coordinate supportive measures as appropriate for the complainant and/or respondent to restore or preserve that person's access to the District's education program or activity or provide support during the Board's grievance procedures or during the informal resolution process. For allegations of sex discrimination other than sex-based harassment or retaliation, the District's provision of support measures does not require the District, Board employees, or any other person authorized to provide aid, benefit, or service on the District's behalf to alter the alleged discriminatory conduct for the purpose of providing a supportive measure.

The Title IX Coordinator shall determine appropriate supportive measures on a case-by-case basis. Supportive measures may vary depending on what the Title IX Coordinator deems to be reasonably available. Supportive measures may include, but are not limited to: counseling; extensions of deadlines or other course-related adjustments; school/campus escort services; increased security and monitoring of certain areas of the campus (including school buildings and facilities); restrictions on contact between the parties; leaves of absence; changes in class, work, or extracurricular or any other activity, regardless of whether there is or is not a comparable alternative; training and education programs related to sex-based harassment; referral to Employee Assistance Program; and other similar measures.

Supportive measures must not unreasonably burden either party and must be designed to protect the safety of the parties and/or the District's educational environment, or to provide support during the Board's grievance procedures or the informal resolution process.

The District will not impose such measures for punitive or disciplinary reasons.

The Title IX Coordinator may, as appropriate, modify or terminate supportive measures at the conclusion of the grievance procedures, or at the conclusion of the informal resolution process, or the District may continue them beyond that point.

The District will provide a complainant or respondent with a timely opportunity to seek, from an appropriate and impartial employee, modification or reversal of the Title IX Coordinator's decision to provide, deny, modify, or terminate supportive measures applicable to them. The impartial employee must be someone other than the employee who made the challenged decision and must have authority to modify or reverse the decision if the impartial employee determines that the decision to provide, deny, modify, or terminate the supportive measure was inconsistent with the definition of supportive measures as set forth in the Key Definitions section of this policy.

A party may seek additional modification or termination of a supportive measure applicable to them if circumstances change materially.

The District will not disclose information about any supportive measures to persons other than the person to whom they apply, including informing one party of supportive measures provided to another party, unless necessary to provide the supportive measure or restore or preserve a party's access to the District's education program or activity, or as otherwise permitted pursuant to the 2024 Title IX regulations.

If the complainant or respondent is an elementary or secondary student with a disability, the Title IX Coordinator shall consult with one (1) or more members, as appropriate, of the student's Individualized Education Program (IEP) team, if any, or one (1) or more members, as appropriate, of the student's Section 504 team, if any, to determine how to comply with the requirements of the IDEA and/or Section 504, in the implementation of supportive measures.

The Superintendent may place an employee respondent on administrative leave from employment responsibilities during the pendency of the Board's grievance procedures.

Disciplinary Sanctions and Remedies:

Following a determination that sex-based harassment occurred, the District may impose disciplinary sanctions, which may include:

For Students

A. Informal Discipline

1. changing of seating or location;
2. pre-school, lunchtime, after-school detention;
3. in-school discipline;
4. Saturday school.

B. Formal Discipline

1. suspension of bus riding/transportation privileges;
2. removal from co-curricular and/or extracurricular activity(ies), including athletics;
3. emergency removal;
4. suspension for up to ten (10) school days;
5. expulsion for up to eighty (80) school days or the number of school days remaining in a semester, whichever is greater;
6. expulsion for up to one (1) year;
7. permanent exclusion; and
8. any other sanction authorized by the Student Code of Conduct.

For Employees

- A. oral or written warning;
- B. written reprimands;
- C. required counseling;
- D. required training or education;
- E. demotion;
- F. suspension without pay;
- G. termination and any other sanction authorized by any applicable Board Policy, Employee/Administrator Handbook, and/or collective bargaining agreement.

The District may also provide remedies which may include disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation and implement appropriate remedies in compliance with applicable due process procedures, whether statutory or contractual.

With respect to student respondents, the Title IX Coordinator will notify the Superintendent of the recommended remedies (including disciplinary sanctions/consequences), so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5600 – Student Discipline, Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Emergency Removal, Suspension, Expulsion, and Permanent Exclusion of Students, Policy 5610.02 – In-School Discipline, and Policy 5611 – Due Process Rights. Discipline of a student respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972 ("Section 504"), and their respective implementing regulations.

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

Retaliation

Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including initiating a disciplinary process against a person for a code of conduct violation that does not involve sex discrimination but arises out of the same facts and circumstances as a complaint or information reported about possible sex discrimination, for the purpose of interfering with the exercise of any right or privilege secured by Title IX constitutes retaliation. Peer retaliation is also prohibited. Retaliation against a person for making a complaint or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance procedures set forth above. The District shall initiate its grievance procedures upon receiving any complaint alleging retaliation.

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

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination that sex discrimination occurred, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Confidentiality

The District will keep confidential the identity of any individual who has made a complaint of sex discrimination, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the complainant's and respondent's receipt of the information to which they are entitled related to the investigation and determination of whether sex discrimination occurred).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution . In no case will a respondent be found to have committed sex discrimination based on expressive conduct that is protected by the First Amendment

Training

All employees, investigators, decisionmakers, facilitators of informal resolution process, the Title IX Coordinator(s) and designees, and other persons who are responsible for implementing the Board's grievance procedures or have the authority to modify or terminate supportive measures shall receive training related to their duties under Title IX and this Policy. The training shall be provided promptly upon hiring or change of position that alters their duties under Title IX or this policy, and annually thereafter. The training shall not rely on sex stereotypes.

Training materials must be made available for inspection upon request by members of the public.

Recordkeeping

The District shall maintain for a period of seven (7) calendar years the following records:

- A. for each complaint of sex discrimination, records documenting the informal resolution process and/or the grievance procedures followed and the resulting outcome;
- B. for each notification that the Title IX Coordinator receives of information about conduct that reasonably may constitute sex discrimination under Title IX, including notifications under 34 C.F.R. § 106.44(c)(1) or (2), records documenting the actions the District took to meet its obligations under 34 C.F.R. §106.44; and
- C. all materials used to provide the required training.

Outside Appointments, Dual Appointments, and Delegations

The Board retains discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy including, but not limited to, Title IX Coordinator, investigator, decisionmaker, appeal decisionmaker, or facilitator of the informal resolution process.

The Board also retains discretion to appoint two (2) or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process.

The Superintendent may delegate functions assigned to a specific Board employee under this policy including, but not limited to, the functions assigned to the Title IX Coordinator, investigator, decisionmaker, appeal decisionmaker, and facilitator of the informal resolution process to any suitably qualified individual and such delegation may be rescinded by the Superintendent at any time.

Discretion in Application

The Board retains discretion to interpret and apply this policy in a manner that is not clearly unreasonable, even if the Board's interpretation or application differs from the interpretation of any specific complainant and/or respondent.

Despite the Board's reasonable efforts to anticipate all eventualities in drafting this policy, it is possible unanticipated or extraordinary circumstances may not be specifically or reasonably addressed by the express policy language, in which case the Board retains discretion to respond to the unanticipated or extraordinary circumstance in a way that is not clearly unreasonable.

The provisions of this policy are not contractual in nature, whether in their own right or as part of any other express or implied contract. Accordingly, the Board retains discretion to revise this policy at any time, and for any reason. The Board may apply policy revisions to an active case provided that doing so is not clearly unreasonable.

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Legal

20 U.S.C. 1092(F)(6)(A)(v)

20 U.S.C. 1232g

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

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

29 C.F.R. Part 1636

34 C.F.R. Part 99

34 C.F.R. Part 106

34 U.S.C. 12291(a)(8)

34 U.S.C. 12291(a)(10)

34 U.S.C. 12291(a)(30)

42 U.S.C. 1983

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. 2000gg

OCR's Revised Sexual Harassment Guidance (2001)

Book	Policy Manual
Section	2000 Program
Title	Copy of Copy of NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2266
Status	
Adopted	April 26, 2021
Last Revised	December 13, 2021

2266 - NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES

(The Board's Policy and Grievance Procedures for Responding to Sexual Harassment Alleged to Have Occurred Prior to 8/1/2024)

Effective August 1, 2024, this policy shall only pertain to Reports or Formal Complaints of Sexual Harassment that are based on conduct alleged to have occurred on or before July 31, 2024

Introduction

The Board of Education of the Rockford Public School District (hereinafter referred to as "the Board" or "the District") does not discriminate on the basis of sex (including sexual orientation or gender identity), in its education programs or activities, and is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The Board is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.

The Board prohibits Sexual Harassment that occurs within its education programs and activities. When the District has actual knowledge of Sexual Harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.

Pursuant to its Title IX obligations, the Board is committed to eliminating Sexual Harassment and will take appropriate action when an individual is determined responsible for violating this policy. Board employees, students, third-party vendors and contractors, guests, and other members of the School District community who commit Sexual Harassment are subject to the full range of disciplinary sanctions set forth in this policy. The Board will provide persons who have experienced Sexual Harassment ongoing remedies as reasonably necessary to restore or preserve access to the District's education programs and activities.

Coverage

This policy applies to Sexual Harassment that occurs within the District's education programs and activities and that is committed by a member of the School District community or a Third Party.

This policy does not apply to Sexual Harassment that occurs off school grounds, in a private setting, and outside the scope of the District's education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Board employee.

Consistent with the U.S. Department of Education's implementing regulations for Title IX, this policy does not apply to Sexual Harassment that occurs outside the geographic boundaries of the United States, even if the Sexual Harassment occurs in the District's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries

of the United States is governed by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws, and/or Employee/Administrator Handbook(s) if committed by a Board employee.

Definitions

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

Sexual Harassment: "Sexual Harassment" means conduct on the basis of sex that satisfies one (1) or more of the following:

- A. A Board employee conditioning the provision of an aid, benefit, or service of the District on an individual's participation in unwelcome sexual conduct (often called "*quid pro quo*" harassment);
- B. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- C. "Sexual assault" as defined in 20 U.S.C. 1092(f)(6)A(v), or "dating violence" as defined in 34 U.S.C. 12291(a)(10), "domestic violence" as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30).

1. "Sexual assault" means any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent, and the "nonforcible" sex offenses of Incest and Statutory Rape. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.
 - a. *Rape* is the carnal knowledge of a person (i.e., penetration, no matter how slight, of the genital or anal opening of a person), without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - b. *Sodomy* is oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - c. *Sexual Assault with an Object* is using an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. An "object" or "instrument" is anything used by the offender other than the offender's genitalia.
 - d. *Fondling* is the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity.
 - e. *Incest* is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.
 - f. *Statutory Rape* is sexual intercourse with a person who is under the statutory age of consent as defined by State law.
 - g. *Consent* refers to words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person may be incapable of giving consent because of age or because of temporary or permanent mental or physical incapacity. A person who is incapacitated is not capable of giving consent.
 - h. *Incapacitated* refers to the state where a person does not understand and/or appreciate the nature or fact of sexual activity due to the effect of drugs or alcohol consumption, medical condition, disability, or due to a state of unconsciousness or sleep.
2. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:
 - a. a current or former spouse or intimate partner of the victim;

- b. a person with whom the victim shares a child in common;
 - c. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
 - d. a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction in which the crime occurred; or
 - e. any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction in which the crime occurred.
3. "Dating violence" means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. The existence of such a relationship shall be determined based on consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
4. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to – (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.

Complainant: "Complainant" means an individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

Respondent: "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment.

Formal Complaint: "Formal Complaint" means a document filed by a Complainant or signed by the Title IX Coordinator alleging Sexual Harassment against a Respondent and requesting that the District investigate the allegation(s) of Sexual Harassment. At the time of filing a Formal Complaint with the District, a Complainant must be participating in or attempting to participate in the District's education program or activity. A "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal that the Board provides for this purpose) that contains the Complainant's physical or digital signature, or otherwise indicates that the Complainant is the person filing the Formal Complaint. Where the Title IX Coordinator signs a Formal Complaint, the Title IX Coordinator is not a Complainant or a party to the Formal Complaint and must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

Actual Knowledge: "Actual knowledge" means notice of Sexual Harassment or allegations of Sexual Harassment to the District's Title IX Coordinator, or any District official who has the authority to institute corrective measures on behalf of the Board, or any Board employee. The mere ability or obligation to report Sexual Harassment or to inform a student about how to report Sexual Harassment, or having been trained to do so, does not qualify an individual as one who has authority to institute corrective measures on behalf of the District. "Notice" includes, but is not limited to, a report of Sexual Harassment to the Title IX Coordinator. This standard is not met when the only District official with actual knowledge is the Respondent.

Supportive Measures: "Supportive measures" means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent before or after the filing of a Formal Complaint or where no Formal Complaint has been filed. Such measures are designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District's educational environment or deter Sexual Harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations), leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), and other similar measures.

Education Program or Activity: "Education program or activity" refers to all operations of the District, including but not limited to in-person and online educational instruction, employment, extracurricular activities, athletics, performances, and community engagement and outreach programs. The term applies to all activity that occurs on school grounds or on other property owned or occupied by the Board. It also includes locations, events, and circumstances that take place off-school property/grounds over which the Board exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs.

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

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

Inculpatory Evidence: "Inculpatory evidence" is evidence that tends to establish a Respondent's responsibility for alleged Sexual Harassment.

Exculpatory Evidence: "Exculpatory evidence" is evidence that tends to clear or excuse a Respondent from allegations of Sexual Harassment.

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

Eligible Student: "Eligible Student" means a student who has reached eighteen (18) years of age or is attending an institution of postsecondary education.

Title IX Coordinators

The Board designates and authorizes the following individuals to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

Korie Wilson-Crawford
Assistant Superintendent of Human Resources
350 N. Main St.
Rockford, MI 49341
616-863-6554
kwilsoncrawford@rockfordschools.org

Scott Beckman
Director, Security
350 N. Main St.
Rockford, MI 49341
616-863-6320
sbeckman@rockfordschools.org

The Title IX Coordinator shall report directly to the Superintendent. Questions about this policy should be directed to the Title IX Coordinator.

The Superintendent shall notify applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements with the Board of the following information:

The Board of Education of the Rockford Public School District does not discriminate on the basis of sex in its education program or activity and is required by Title IX and its implementing regulations not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The District's Title IX Coordinators are:

*Korie Wilson-Crawford
Assistant Superintendent of Human Resources
350 N. Main St.
Rockford, MI 49341
616-863-6554
kwilsoncrawford@rockfordschools.org*

*Scott Beckman
Director, Security
350 N. Main St.
Rockford, MI 49341
616-863-6320
sbeckman@rockfordschools.org*

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinators, the Assistant Secretary for the U.S. Department of Education's Office for Civil Rights, or both.

The Board has adopted a grievance process that provides for the prompt and equitable resolution of student and employee complaints alleging any action that is prohibited by Title IX and/or its implementing regulations. The grievance process is included in Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities, which is available at: <http://go.boarddocs.com/mi/rocf/Board.nsf/Public?open&id=policies>. The grievance process specifically addresses how to report or file a complaint of sex discrimination, how to report or file a formal complaint of Sexual Harassment, and how the District will respond.

The Superintendent shall also prominently display the Title IX Coordinators' contact information – including name(s) and/or title(s), phone number(s), office address(es), and e-mail address(es) – and this policy on the District's website and in each handbook or catalog that the Board makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, Board employees, and all unions or professional organizations holding collective bargaining or professional agreements.

Grievance Process

The Board is committed to promptly and equitably resolving student and employee complaints alleging Sexual Harassment. The District's response to allegations of Sexual Harassment will treat Complainants and Respondents equitably, including providing supportive measures to the Complainant and Respondent, as appropriate, and following this Grievance Process before the imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent.

The Title IX Coordinators, along with any investigator(s), decision-maker(s), or any person(s) designated to facilitate an informal resolution process, shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent.

If a determination of responsibility for Sexual Harassment is made against the Respondent, the Board will provide remedies to the Complainant. The remedies will be designed to restore or preserve equal access to the District's education program or activity. Potential remedies include, but are not limited to, individualized services that constitute supportive measures. Remedies may also be disciplinary or punitive in nature and may burden the Respondent.

Report of Sexual Discrimination/Harassment

Any person may report sex discrimination, including Sexual Harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or Sexual Harassment), in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's(s') contact information listed above, or by any other means that results in the Title IX Coordinator receiving the person's oral or written report. Reports may be made at any time (including during non-business hours), by using the telephone number(s) or electronic mail address(es), or by mail to the office address(es), listed for the Title IX Coordinators.

Students, Board members, and Board employees are required (and other members of the School District community and Third Parties are encouraged) to report allegations of sex discrimination or Sexual Harassment promptly to the/a Title IX Coordinator or to any Board employee, who will, in turn, notify the/a Title IX Coordinator. Reports can be made orally or in writing and should be as specific as possible. The person making the report should, to the extent known, identify the alleged victim(s), perpetrator(s), and witness(es), and describe in detail what occurred, including date(s), time(s), and location(s).

If a report involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the person making the report should submit it to the Superintendent, or another Board employee who, in turn, will notify the Superintendent of the report. The Superintendent will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment.

The Board does business with various vendors, contractors, and other third parties who are not students or employees of the Board. Notwithstanding any rights that a given vendor, contractor, or third-party Respondent may have under this policy, the Board retains the right to limit any vendor's, contractor's, or third-party's access to school grounds for any reason. The Board further retains all rights it enjoys by contract or law to terminate its relationship with any vendor, contractor, or third-party irrespective of any process or outcome under this policy.

A person may file criminal charges simultaneously with filing a Formal Complaint. A person does not need to wait until the Title IX investigation is completed before filing a criminal complaint. Likewise, questions or complaints relating to Title IX may be filed with the U.S. Department of Education's Office for Civil Rights at any time.

Any allegations of Sexual Misconduct/Sexual Activity not involving Sexual Harassment will be addressed through the procedures outlined in Board policies and/or administrative guidelines, the applicable Student Code of Conduct, applicable collective bargaining agreement, and/or Employee/Administrator Handbook.

Because the Board is considered to have actual knowledge of Sexual Harassment or allegations of Sexual Harassment if any Board employee has such knowledge, and because the Board must take specific actions when it has notice of Sexual Harassment or allegations of Sexual Harassment, a Board employee who has independent knowledge of or receives a report involving allegations of sex discrimination and/or Sexual Harassment must notify the/a Title IX Coordinator within two (2) days of learning the information or receiving the report. The Board employee must also comply with mandatory reporting responsibilities pursuant to M.C.L. 722.623 and Policy 8462 – Student Abuse and Neglect, if applicable. If the Board employee's knowledge is based on another individual bringing the information to the Board employee's attention and the reporting individual submitted a written complaint to the Board employee, the Board employee must provide the written complaint to the Title IX Coordinator.

If a Board employee fails to report an incident of Sexual Harassment of which the Board employee is aware, the Board employee may be subject to disciplinary action, up to and including termination.

When a report of Sexual Harassment is made, the Title IX Coordinator shall promptly (i.e., within two (2) days of the Title IX Coordinator's receipt of the report of Sexual Harassment) contact the Complainant (including the parent/guardian if the Complainant is under eighteen (18) years of age or under guardianship) to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures. Any supportive measures provided to the Complainant or Respondent shall be maintained as confidential, to the extent that maintaining such confidentiality will not impair the ability of the District to provide the supportive measures.

Emergency Removal: Subject to limitations and/or procedures imposed by State and/or Federal law, the District may remove a student Respondent from its education program or activity on an emergency basis after conducting an individualized safety and risk analysis. The purpose of the individualized safety and risk analysis is to determine whether the student Respondent poses an immediate threat to the physical health or safety of any student or other individual arising from the allegations of Sexual Harassment that justifies removal. If the District determines the student Respondent poses such a threat, it will so notify the student Respondent and the student Respondent will have an opportunity to challenge the decision immediately following the removal. See Policy 5610 – Emergency Removal, Suspension, and Expulsion of Students and Policy 5611 – Due Process Rights.

If the Respondent is a non-student employee, the District may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the School District community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its school grounds and other properties at any time and for any reason, whether after receiving a report of Sexual Harassment or otherwise.

Formal Complaint of Sexual Harassment

A Formal Complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information set forth above. If a Formal Complaint involves allegations of Sexual Harassment by or involving the Title IX Coordinator, the Complainant should submit the Formal Complaint to the Superintendent, who will designate another person to serve in place of the Title IX Coordinator for the limited purpose of implementing the grievance process with respect to that Formal Complaint.

When the Title IX Coordinator receives a Formal Complaint or signs a Formal Complaint, the District will follow its Grievance Process, as set forth herein. Specifically, the District will undertake an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence – and provide that credibility determinations will not be based on a person's status as a Complainant, Respondent, or witness.

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct and the Employee/Administrator Handbook.

The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Timeline

The District will seek to conclude the grievance process, including resolving any appeals, within sixty (60) days of receipt of the Formal Complaint.

If the Title IX Coordinator offers informal resolution processes, the informal resolution processes may not be used by the Complainant or Respondent to unduly delay the investigation and determination of responsibility. The timeline, however, may be subject to a temporary delay of the grievance process or a limited extension for good cause with written notice to the Complainant and the Respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; and the need for language assistance or accommodation of disabilities.

Upon receipt of a Formal Complaint, the Title IX Coordinator will provide written notice of the following to the parties who are known:

- A. notice of the Board's grievance process, including any informal resolution processes;
- B. notice of the allegations of misconduct that potentially constitutes Sexual Harassment as defined in this policy, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting Sexual Harassment, and the date and location of the alleged incident, if known. The written notice must:
 1. include a statement that the Respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
 2. inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, and may inspect and review evidence;
 3. inform the parties of any provision in the Student Code of Conduct, this policy, and/or Employee/Administrator Handbook that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

If, during the course of the investigation, the investigator becomes aware of allegations about the Complainant or Respondent that are not included in the original notice provided to the parties, the investigator will notify the Title IX Coordinator and the Title IX Coordinator will decide whether the investigator should investigate the additional allegations; if the Title IX Coordinator decides to include the new allegations as part of the investigation, the Title IX Coordinator will provide notice of the additional allegations to the parties whose identities are known.

Dismissal of a Formal Complaint

The District shall investigate the allegations in a Formal Complaint *unless* the conduct alleged in the Formal Complaint:

- A. would not constitute Sexual Harassment (as defined in this policy) even if proved;
- B. did not occur in the District's education program or activity; or
- C. did not occur against a person in the United States.

If one (1) of the preceding circumstances exist, the Title IX Coordinator *shall* dismiss the Formal Complaint. If the Title IX Coordinator dismisses the Formal Complaint due to one (1) of the preceding reasons, the District may still investigate and take action with respect to such alleged misconduct pursuant to another provision of an applicable code of conduct, Board policy, and/or Employee/Administrator Handbook.

The Title IX Coordinator *may* dismiss a Formal Complaint, or any allegations therein, if at any time during the investigation:

- A. a Complainant notifies the Title IX Coordinator in writing that the Complainant would like to withdraw the Formal Complaint or any allegations therein;
- B. the Respondent is no longer enrolled in the District or employed by the Board; or
- C. specific circumstances prevent the District from gathering evidence sufficient to reach a determination as to the Formal Complaint or allegations therein.

If the Title IX Coordinator dismisses a Formal Complaint or allegations therein, the Title IX Coordinator must promptly send written notice of the dismissal and the reason(s) therefor simultaneously to the parties.

Consolidation of Formal Complaints

The Title IX Coordinator may consolidate Formal Complaints as to allegations of Sexual Harassment against more than one (1) Respondent, or by more than one (1) Complainant against one (1) or more Respondents, or by one (1) party against the other party, where the allegations of Sexual Harassment arise out of the same facts or circumstances.

Where a grievance process involves more than one (1) Complainant or more than one (1) Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

Informal Resolution Process

Under no circumstances shall a Complainant be required as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, to waive any right to an investigation and adjudication of a Formal Complaint of Sexual Harassment. Similarly, no party shall be required to participate in an informal resolution process.

If a Formal Complaint is filed, the Title IX Coordinator may offer to the parties an informal resolution process. If the parties mutually agree to participate in the informal resolution process, the Title IX Coordinator shall designate a trained individual to facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication. The informal resolution process may be used at any time prior to the decision-maker(s) reaching a determination regarding responsibility.

If the Title IX Coordinator is going to propose an informal resolution process, the Title IX Coordinator shall provide to the parties a written notice disclosing:

- A. the allegations;
- B. the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations; and
- C. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.

Any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the Formal Complaint.

Before commencing the informal resolution process, the Title IX Coordinator shall obtain from the parties their voluntary, written consent to the informal resolution process.

During the pendency of the informal resolution process, the investigation and adjudication processes that would otherwise occur have stayed and all related deadlines are suspended.

The informal resolution process is not available to resolve allegations that a Board employee or another adult member of the School District community or Third Party sexually harassed a student.

The informal resolution process is not available to resolve allegations involving a sexual assault involving a student Complainant and a student Respondent.

Investigation of a Formal Complaint of Sexual Harassment

In conducting the investigation of a Formal Complaint and throughout the grievance process, the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility is on the District, not the parties.

In making the determination of responsibility, the decision-maker(s) is(are) directed to use the preponderance of the evidence standard. The decision-maker(s) is charged with considering the totality of all available evidence, from all relevant sources.

The District is not permitted to access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity or assisting in that capacity, and which are made and maintained in connection with the

provision of treatment to the party, unless the party provides the District with voluntary, written consent to do so; if a student party is not an Eligible Student, the District must obtain the voluntary, written consent of a parent.

Similarly, the investigator(s) and decision-maker(s) may not require, allow, rely upon or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege in writing.

As part of the investigation, the parties have the right to:

- A. present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence; and
- B. have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney. The District may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.

Board Policy 2461 – Recording of District Meetings Involving Students and/or Parents controls whether a person is allowed to audio record or video record any meeting or grievance proceeding.

Neither party shall be restricted in their ability to discuss the allegations under investigation or to gather and present relevant evidence.

The District will provide to a party whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews, or other meetings, with sufficient time for the party to prepare to participate. The investigator(s) and decision-maker(s) must provide a minimum of one (1) days' notice with respect to investigative interviews and other meetings.

Both parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the District does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to the conclusion of the investigation.

Prior to completion of the investigative report, the Title IX Coordinator will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least ten (10) calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report.

At the conclusion of the investigation, the investigator shall create an investigative report that fairly summarizes relevant evidence and send the report to each party and the party's advisor, if any, for their review and written response. The investigator will send the investigative report in an electronic format or a hard copy, at least ten (10) calendar days prior to the decision-maker(s) issuing a determination regarding responsibility.

Determination of Responsibility

The Title IX Coordinator shall appoint a decision-maker(s) to issue a determination of responsibility. The decision-maker(s) cannot be the same person(s) as the Title IX Coordinators or the investigator(s).

After the investigator sends the investigative report to the parties and the decision-maker(s), and before the decision-maker(s) reaches a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the Complainant's prior sexual behavior are offered to prove that someone other than the Respondent committed the conduct alleged by the Complainant, or if the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent. The decision-maker(s) must explain to the party proposing the questions any decision to exclude a question as not relevant.

Determination regarding responsibility: The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) must apply the preponderance of the evidence standard.

The written determination will include the following content:

- A. identification of the allegations potentially constituting Sexual Harassment pursuant to this policy;
- B. a description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- C. findings of fact supporting the determination;
- D. conclusions regarding the application of the applicable code of conduct to the facts;
- E. a statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the decision-maker(s) is recommending that the District impose on the Respondent(s), and whether remedies designed to restore or preserve equal access to the District's education program or activity should be provided by the District to the Complainant(s); and
- F. the procedures and permissible bases for the Complainant(s) and Respondent(s) to appeal.

The following disciplinary sanctions/consequences may be imposed on a student Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

A. Informal Discipline

- 1. writing assignments;
- 2. changing of seating or location;
- 3. pre-school, lunchtime, and/or after-school detention;
- 4. in-school discipline;
- 5. Saturday school.

B. Formal Discipline

- 1. suspension of bus riding/transportation privileges;
- 2. removal from co-curricular and/or extra-curricular activity(ies), including athletics;
- 3. emergency removal;
- 4. suspension for up to ten (10) school days;
- 5. long-term suspension or expulsion;
- 6. any other sanction authorized by the Student Code of Conduct.

If the decision-maker(s) determines the student Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with Policy 5600 – Student Discipline, Policy 5605 – Suspension/Expulsion of Students with Disabilities, Policy 5610 – Emergency Removal, Suspension, and Expulsion of Students, Policy 5610.02 - In-School Discipline, and Policy 5611 – Due Process Rights. Discipline of a student Respondent must comply with the applicable provisions of the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

The following disciplinary sanctions/consequences may be imposed on an employee Respondent who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. oral or written warning;
- B. written reprimands;

- C. performance improvement plan;
- D. required counseling;
- E. required training or education;
- F. suspension with pay;
- G. suspension without pay;
- H. termination, and any other sanction authorized by any applicable Employee/Administrator Handbook and/or collective bargaining agreement.

If the decision-maker(s) determines the employee Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so an authorized administrator can consider the recommendation(s) and implement an appropriate remedy(ies) in compliance with applicable due process procedures, whether statutory or contractual.

Discipline of an employee will be implemented in accordance with Federal and State law, Board policy, and applicable provisions of any relevant collective bargaining agreement.

The following disciplinary sanctions/consequences may be imposed on a non-student/non-employee member of the School District community or Third Party who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- A. oral or written warning;
- B. suspension or termination/cancellation of the Board's contract with the third-party vendor or contractor;
- C. mandatory monitoring of the third-party while on school property and/or while working/interacting with students;
- D. restriction/prohibition on the third-party's ability to be on school property; and
- E. any combination of the same.

If the decision-maker(s) determines the third-party Respondent is responsible for violating this policy (i.e., engaging in Sexual Harassment), the decision-maker(s) will recommend appropriate remedies, including the imposition of sanctions. The Title IX Coordinator will notify the Superintendent of the recommended remedies, so appropriate action can be taken.

The decision-maker(s) will provide the written determination to the Title IX Coordinator who will provide the written determination to the parties simultaneously.

In ultimately, imposing a disciplinary sanction/consequence, the Superintendent will consider the severity of the incident, previous disciplinary violations (if any), and any mitigating circumstances.

The District's resolution of a Formal Complaint ordinarily will not be impacted by the fact that criminal charges involving the same incident have been filed or that charges have been dismissed or reduced.

At any point in the grievance process, the Superintendent may involve local law enforcement and/or file criminal charges related to allegations of Sexual Harassment that involve a sexual assault.

The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appeal

Both parties have the right to file an appeal from a determination regarding responsibility, or from the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, on the following bases:

- A. procedural irregularity that affected the outcome of the matter (e.g., material deviation from established procedures);
- B. new evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

- C. the Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against Complainants or Respondents generally or the individual Complainant(s) or Respondent(s) that affected the outcome of the matter.

The Complainant(s) may not challenge the ultimate disciplinary sanction/consequence that is imposed.

Any party wishing to appeal the decision-maker(s)'s determination of responsibility, or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein, must submit a written appeal to the Title IX Coordinator within three (3) days after receipt of the decision-maker(s)'s determination of responsibility or the Title IX Coordinator's dismissal of a Formal Complaint or any allegations therein.

Nothing herein shall prevent the Superintendent from implementing appropriate remedies, however, excluding disciplinary sanction, while the appeal is pending.

As to all appeals, the Title IX Coordinator will notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties.

The decision-maker(s) for the appeal shall not be the same person(s) as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinators. The decision-maker(s) for the appeal shall not have a conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant(s) or Respondent(s) and shall receive the same training as required of other decision-makers.

Both parties shall have a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.

The parties' written statements in support of, or challenging, the determination of responsibility must be submitted within five (5) days after the Title IX Coordinator provides notice to the non-appealing party of the appeal.

The decision-maker(s) for the appeal shall issue a written decision describing the result of the appeal and the rationale for the result. The original decision-maker's(s') determination of responsibility will stand if the appeal request is not filed in a timely manner or the appealing party fails to show clear error and/or a compelling rationale for overturning or modifying the original determination. The written decision will be provided to the Title IX Coordinator who will provide it simultaneously to both parties. The written decision will be issued within five (5) days of when the parties' written statements were submitted.

The determination of responsibility associated with a Formal Complaint, including any recommendations for remedies/disciplinary sanctions, becomes final when the time for filing an appeal has passed or, if an appeal is filed, at the point when the decision-maker(s) for the appeal's decision is delivered to the Complainant and the Respondent. No further review beyond the appeal is permitted.

Retaliation

Neither the Board nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or Sexual Harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or Formal Complaint of Sexual Harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of Sexual Harassment, filing a Formal Complaint, or participating in an investigation is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Complaints alleging retaliation may be filed according to the grievance process set forth above.

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

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

Confidentiality

The District will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a Formal Complaint of Sexual Harassment, any Complainant, any individual who has been reported to be the perpetrator of sex discrimination, any Respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, or FERPA regulations, 34 CFR part 99, or as required by law, or to carry out the purposes of 34 CFR part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the District's obligation to maintain confidentiality shall not impair or otherwise affect the Complainant's and Respondent's receipt of the information to which they are entitled related to the investigative record and determination of responsibility).

Application of the First Amendment

The Board will construe and apply this policy consistent with the First Amendment to the U.S. Constitution. In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment.

Training

The District's Title IX Coordinator, along with any investigator(s), decision-maker(s), or person(s) designated to facilitate an informal resolution process, must receive training on:

- A. the definition of Sexual Harassment (as that term is used in this policy);
- B. the scope of the District's education program or activity;
- C. how to conduct an investigation and implement the grievance process, appeals, and informal resolution processes, as applicable; and
- D. how to serve impartially, including by avoiding prejudice of the facts at issue, conflicts of interests, and bias.

All Board employees will be trained concerning their legal obligation to report Sexual Harassment to the Title IX Coordinator. This training will include practical information about how to identify and report Sexual Harassment.

Recordkeeping

As part of its response to alleged violations of this policy, the District shall create, and maintain for a period of seven (7) calendar years, records of any actions, including any supportive measures, taken in response to a report or Formal Complaint of Sexual Harassment. In each instance, the District shall document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the District's education program or activity. If the District does not provide a Complainant with supportive measures, then the District will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the District in the future from providing additional explanations or detailing additional measures taken.

The District shall maintain for a period of seven (7) calendar years the following records:

- A. each Sexual Harassment investigation including any determination regarding responsibility, any disciplinary sanctions recommended and/or imposed on the Respondent(s), and any remedies provided to the Complainant(s) designed to restore or preserve equal access to the District's education program or activity;
- B. any appeal and the result therefrom;
- C. any informal resolution and the result therefrom; and
- D. all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process.

The District will make its training materials publicly available on its website.

Outside Appointments, Dual Appointments, and Delegations

The Board retains the discretion to appoint suitably qualified persons who are not Board employees to fulfill any function of the Board under this policy, including, but not limited to, Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Board also retains the discretion to appoint two (2) or more persons to jointly fulfill the role of Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Superintendent may delegate functions assigned to a specific Board employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, investigator, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor to any suitably qualified individual and such delegation may be rescinded by the Superintendent at any time.

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Legal

20 U.S.C. 1092(F)(6)(A)(v)

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

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

34 C.F.R. Part 106

34 U.S.C. 12291(a)(8)

34 U.S.C. 12291(a)(10)

34 U.S.C. 12291(a)(30)

42 U.S.C. 1983

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.

OCR's Revised Sexual Harassment Guidance (2001)

As of July 2, 2024, the Department is currently enjoined by federal court orders from enforcing the 2024 Title IX regulations in the states of Alaska, Idaho, Indiana, Kansas, Kentucky, Louisiana, Mississippi, Montana, Ohio, Tennessee, Utah, Virginia, West Virginia, and Wyoming, and the regulations and these resources therefore do not currently apply in those states.

FACT SHEET: U.S. Department of Education's 2024 Title IX Final Rule Overview

Title IX of the Education Amendments of 1972 (Title IX) was signed into law more than 50 years ago. In the decades since, Title IX's protections have paved the way for tremendous strides in access to education and more for millions of students across the country and have opened doors for generations of women and girls. In spite of this historic progress, rates of sexual harassment and assault in our nation's schools and colleges remain unacceptably high. Many women see their education derailed because of pregnancy discrimination. And many LGBTQI+ students face bullying and harassment just because of who they are. The Biden-Harris Administration believes that the promise of Title IX, an education free from sex discrimination, remains as vital now as it was when it was first signed into law.

On April 19, 2024, the U.S. Department of Education released its final rule to fully effectuate Title IX's promise that no person experiences sex discrimination in federally funded education. Before issuing the proposed regulations, the Department received feedback on its Title IX regulations, as amended in 2020, from a wide variety of stakeholders. The regulations released today draw on the Department's engagement with tens of thousands of students, parents, educators, State government representatives, advocates, lawyers, researchers, and representatives from elementary schools, secondary schools, and postsecondary institutions. After releasing the proposed regulations in July 2022, the Department received and reviewed more than 240,000 comments from the public to inform this rulemaking.

The final regulations will help to ensure that all persons, including students and employees, receive appropriate support if they experience sex discrimination in schools and that schools' procedures for investigating and resolving complaints of sex discrimination are accurate and fair to all involved. The final regulations strengthen several major provisions from the current regulations and provide schools with information to meet their Title IX obligations while providing appropriate discretion and flexibility to account for variations in school size, student populations, and administrative structures. The final regulations also provide greater clarity regarding: the definition of "sex-based harassment"; the scope of sex discrimination, including schools' obligations not to discriminate based on sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity; and schools' obligations to provide an educational environment free from discrimination on the basis of sex.

The final regulations strengthen vital protections for students in our nation's schools and provide clear rules to help schools meet their Title IX obligation to eliminate sex discrimination in their education programs and activities. The final regulations also reaffirm the Department's core commitment to fundamental fairness for all parties; the rights of parents and guardians to support minor children; respect for freedom of speech and academic freedom; and respect for the autonomy that complainants need and deserve when they come forward with a claim of sex discrimination.

The final regulations:

Provide full protection from sex-based harassment.

The final regulations strengthen vital protections from all forms of sex-based harassment, including sexual violence and unwelcome sex-based conduct that creates a hostile environment by limiting or denying a person's ability to participate in or benefit from a school's education program or activity.

Require schools to take prompt and effective action to end any sex discrimination in their education programs or activities—and to prevent its recurrence and remedy its effects.

The final regulations promote accountability and fulfill Title IX's nondiscrimination mandate by requiring schools to act promptly and effectively in response to information about conduct that reasonably may constitute sex discrimination, including sexual violence and other forms of sex-based harassment. These regulations also require that schools train employees about the school's obligation to address sex discrimination, as well as employees' obligations to notify or provide contact information for the Title IX Coordinator.

Require schools to provide supportive measures to complainants and respondents affected by conduct that may constitute sex discrimination, including sexual violence and other forms of sex-based harassment.

Under the final regulations, schools are required to offer supportive measures, as appropriate, to restore or preserve a party's access to the school's education program or activity or provide support during a school's grievance procedures or the informal resolution process. Supportive measures cannot be unreasonably burdensome to a party and cannot be imposed for punitive or disciplinary reasons.

Require schools to respond promptly and effectively to all complaints of sex discrimination with a fair, transparent, and reliable process that includes trained, unbiased decisionmakers to evaluate all relevant and not otherwise impermissible evidence.

The final regulations strengthen requirements for schools to conduct reliable and impartial investigations of all sex discrimination complaints. The final regulations maintain several major provisions from the current regulations to ensure consistency for schools while updating required procedures to more effectively protect against sex discrimination in the nation's elementary schools, secondary schools, and postsecondary institutions.

The Department's final regulations include the following:

- All schools must treat complainants and respondents equitably.
- Title IX Coordinators, investigators, decisionmakers, and facilitators of an informal resolution process must not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.
- A school's grievance procedures must include a presumption that the respondent is not responsible for the alleged sex discrimination until a determination is made at the conclusion of the school's grievance procedures.
- A school's grievance procedures must require adequate notice to the parties of the allegations, dismissal, delays, meetings, proceedings, and determinations.
- A school's grievance procedures must give the parties an equal opportunity to present and access relevant and not otherwise impermissible evidence, as well as provide a reasonable opportunity for each party to respond to that evidence.

- The school’s decisionmakers must objectively evaluate each party’s relevant and not otherwise impermissible evidence.
- A school must have a process enabling the decisionmaker to assess a party’s or witness’s credibility when credibility is in dispute and relevant. For sex-based harassment complaints involving a student party at a postsecondary institution, this process must include either: questioning by the investigator or decisionmaker during individual meetings with a party or witness (including questions proposed by each party), or questioning by the decisionmaker during a live hearing (including questions proposed by each party and asked by the decisionmaker or the party’s advisor).
- In evaluating the parties’ evidence, a school must use the preponderance of the evidence standard of proof unless the school uses the clear and convincing evidence standard in all other comparable proceedings, including proceedings relating to other discrimination complaints, in which case the school may use that standard in determining whether sex discrimination occurred.
- A school must not impose disciplinary sanctions under Title IX on any person unless it determines at the conclusion of grievance procedures that sex discrimination for which the person was responsible has occurred.

Provide schools with flexibility to adapt the regulations’ grievance procedure requirements to their educational communities so that all schools can implement Title IX’s promise of nondiscrimination fully and fairly in their educational environments.

The Department’s final regulations will enable all schools to meet their Title IX obligations while providing appropriate discretion and flexibility to account for variations in school size, student populations, and administrative structures. For instance, schools have the option to use a single-investigator model, and schools may choose to use this model in some, but not all, cases as long as it is clear in their grievance procedures when this model will be utilized. Schools also have the option to offer an informal resolution process for sex discrimination complaints unless the complaint includes allegations that an employee engaged in sex-based harassment of an elementary school or secondary school student, or unless such a process would conflict with Federal, State, or local law.

Further, the Department’s final regulations reflect a framework that accounts for differences in the age, maturity, needs, and level of independence of students in various educational settings. The final regulations include some requirements that apply in all educational settings as well as specialized requirements that are tailored to the unique situation of sex-based harassment complaints involving postsecondary students. This framework is designed to ensure that all elementary and secondary schools and postsecondary institutions provide for the prompt and equitable resolution of sex discrimination complaints in their respective settings.

Protect students, employees, and applicants from discrimination based on pregnancy or related conditions.

The final regulations update longstanding existing protections for students, employees, and applicants against discrimination based on pregnancy, childbirth, termination of pregnancy, lactation, related medical conditions, or recovery from these conditions. Specifically, the final regulations strengthen requirements that schools provide reasonable modifications for students

based on pregnancy or related conditions, allow for reasonable break time for lactation for employees, and access to a clean, private lactation space for students and employees.

The final regulations also require that when a student, a parent of a minor student, or other authorized legal representative informs a school employee of a student's pregnancy or related conditions, the employee then must provide the individual with information about the school's obligations to prevent discrimination and ensure equal access. The final regulations also prohibit schools from disclosing personally identifiable information they obtain through complying with Title IX, including information about reasonable modifications for pregnancy or related conditions, with limited exceptions.

Prohibit discrimination against LGBTQI+ students, employees, and others.

The rule prohibits discrimination and harassment based on sexual orientation, gender identity, and sex characteristics in federally funded education programs, applying the reasoning of the Supreme Court's ruling in *Bostock v. Clayton County*.

Protect people from harm when they are separated or treated differently based on sex in school.

The final regulations clarify that a school must not separate or treat people differently based on sex in a manner that subjects them to more than de minimis harm, except in limited circumstances permitted by Title IX. The final regulations further recognize that preventing someone from participating in school (including in sex-separate activities) consistent with their gender identity causes that person more than de minimis harm. This general nondiscrimination principle applies except in the limited circumstances specified by statute, such as in the context of sex-separate living facilities and sex-separate athletic teams.

The final regulations do not include new rules governing eligibility criteria for athletic teams.

Protects students, employees, and others from retaliation.

The final regulations reinforce that schools must not intimidate, threaten, coerce, or discriminate against someone in order to interfere with their Title IX rights or because they reported sex discrimination, including sexual violence or other forms of sex-based harassment, or participated in, or refused to participate in, the school's Title IX process. The final regulations also make clear that schools must protect students from peer retaliation by other students.

Support the right of parents and guardians to act on behalf of their elementary and secondary school children.

The final regulations support the rights of parents and guardians to act on behalf of a minor student, including when seeking assistance under Title IX and participating in a school's Title IX grievance procedures.

Ensure that schools communicate their nondiscrimination policies and procedures.

The final regulations require schools to clearly and effectively inform key people, including students, employees, and applicants, of their nondiscrimination policies and procedures.

Prohibit schools from sharing personal information.

The final regulations prohibit schools from disclosing personally identifiable information they obtain through complying with Title IX, with limited exceptions, such as when they have prior written consent or when the information is disclosed to the parent of a minor.

The unofficial version of the final regulations is available [here](#). In addition, the Department has released a [summary](#) of the major provisions of the final regulations and a [resource](#) for drafting Title IX nondiscrimination policies, notices of nondiscrimination, and grievance procedures. The final regulations are effective on August 1, 2024, and apply to complaints of sex discrimination regarding alleged conduct that occurs on or after that date. The Department is committed to supporting schools in implementing the final regulations and will provide technical assistance and additional resources to schools to support implementation and compliance, as appropriate.



Memorandum

To: Board of Education
From: Dr. Korie Wilson-Crawford, Assistant Superintendent of Human Resources
Date: July 15, 2024
Subject: Certified Staff Recommendations

Jamma Kelly	Psychologist	Special Services
Riley Legge	Counselor	Freshman Center
Jennette Allen	Teacher	East Middle School



Memorandum

To: Dr. Steve Matthews, Superintendent of Schools
From: Allison Clements, Executive Director of Business and Operations
Date: July 9, 2024
Subject: Summer Tax Resolution

Attached is a resolution approving our annual summer tax collection. The Board has approved a summer tax resolution annually since 1983. To continue the collection of summer taxes, this resolution needs to be enacted prior to January 1, 2025. The resolution allows us to:

- Collect one-half our school- appropriated taxes in the summer.
- Notify our local taxing units regarding the summer tax collection.
- Develop a collection agreement with governmental agencies.

I recommend the resolution be presented to the full Board for approval at the July 15, 2024 Board of Education meeting.

ATC/jg

Attachment

Annual Summer Tax Resolution

A regular meeting of the board of education of the District (the “Board”) was held:

in the Administration Building, within the boundaries of the District,

electronically through _____ with identification number _____

on the 15th day of July, 2024, at 5:30 o’clock in the p.m. (the “Meeting”)

The meeting was called to order by Jarrod Folsom, President.

Present: Members

Absent: Members

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

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 50% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board, pursuant to 1976 PA 451, as amended (the Revised School Code), invokes for 2024 its previously adopted ongoing resolution imposing a summer tax levy of one-half of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board’s resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2024 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies before January 1, 2024.

3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District’s summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

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

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education