



OWOSSO PUBLIC SCHOOLS
Ready for the World

Board of Education Agenda
August 24, 2020
5:30 pm Regular Meeting
Washington Campus
645 Alger Street
Owosso, Michigan 48867

Note: Due to Governor Whitmer's Executive Order 2020-75 this meeting will be held virtually

1. Call to Order

2. Pledge of Allegiance

3. Building Reports:

4. Board Correspondence: Recognition of Retirees Superintendent's Report & Curriculum Director's Report

5. Public Participation

6. For Action

▪ **Consent Agenda:**

July 27, 2020 Regular Board Meeting Minutes-----	Report 20-12	Page 1
August 10, 2020 Special Board Meeting Minutes-----	Report 20-13	Page 10
Current Bills-----	Report 20-14	Page 18
Financials-----	Report 20-15	Page 24
▪ Second and final reading, Policy 2266 and deletion of policy 5517.02-----	Report 20-16	Page 27
▪ Obsolete Material-----	Report 20-17	Page 49
▪ Tax Levy-----	Report 20-18	Page 50
▪ Certified Staff – New Hire-----	Report 20-19	Page 53

7. For Future Action

▪ Head Start Contract-----	Report 20-20	Page 55
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8. For Information

▪ Personnel Update-----	Report 20-21	Page 77
▪ Return to Learn Plan Review-----	Discussion	N/A

9. Public Participation

10. Board Reports: Board Member Comments/Updates

11. Upcoming Board Meeting Dates:

- August 26: OHS Trojan Day, 8-11 a.m., 12-3 p.m. 4-6 p.m.
- September 8: First Day of School
- September 14: Board of Education Committee of the Whole, 5:30 pm
- September 28: Board of Education Meeting, 5:30 pm

12. Adjournment:

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting.
Board Policy 0166



On August 24, 2020 at 5:30 pm, the Owosso Public Schools will be holding its regularly scheduled Board Meeting. Due to Governor Whitmer's current Executive Order, this meeting will be held virtually. The public may join the meeting with the following Zoom link:

Join Zoom Meeting

<https://zoom.us/j/94352079264?pwd=YWZxSWlnbWtIT3A2dTh1SW5sTIRGUT09>

Meeting ID: 943 5207 9264

Passcode: 470022

One tap mobile

+13017158592,,94352079264#,,,,,0#,,470022# US (Germantown)

+13126266799,,94352079264#,,,,,0#,,470022# US (Chicago)

Dial by your location

+1 301 715 8592 US (Germantown)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Meeting ID: 943 5207 9264

Passcode: 470022

Find your local number: <https://zoom.us/u/acZ8OwPmK5>

There will be a time for public participation, but interested individuals must notify Mrs. Carrie Yoho at 989-729-5195 from 12:30-4:30 p.m. on Monday, August 24, 2020 prior to the meeting to sign up for a time to speak. Reminder that the Board does not respond to public comments.

BOARD GUARANTEE (Adopted May 2006)

We have been elected by the members of our community and choose to serve our fellow citizens to deliver the best possible programs and services to our children.

Therefore, we guarantee that:

We will serve with pride. We have been given the opportunity to make a difference in the lives of children and the quality of life in our community, and we are proud to accept that challenge.

We will treat students, parents, citizens, staff and fellow board members with dignity and respect.

We will be informed, knowledgeable and prepared before making decisions that affect the education of students. We will stay up-to-date so that our decisions will be based on the most recent information. We will model our belief that learning is a lifelong process.

We will do our part to work as a team with administrators, teachers, support staff, parents, students and citizens so that the entire learning atmosphere of our school will be one of warmth and caring. We will do this by becoming a part of district committees such as cross-functional, professional governance council (PGC) and many more.

We will maintain the policy making role of the Board and represent this to the constituents of the district by informal communications and referral to the proper channels for consideration of concerns and suggestions.

We will be enthusiastic and energetic in our support of the work in our schools by students, staff and volunteers. We will model this behavior by attending school sponsored events and working toward board certification through class work.

We will represent and reflect all segments of the community and base our decisions on sound policy and ethical principle that is in the best interest of all students. We will do this by basing our decisions on data and survey work on an annual basis. We will also take the time to have formal and informal conversations with our community.

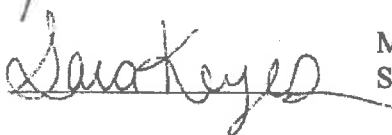
Rick Mowen
President



Shelly Ochodnicky
Vice President



Sara Keyes
Treasurer



Marlene Webster
Secretary



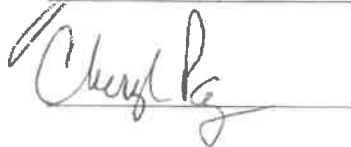
Ty Krauss
Trustee



Olga Quick
Trustee



Cheryl Paez
Trustee



Board Guarantee check points will run in conjunction with the Superintendent dialogue sessions.



OWOSSO PUBLIC SCHOOLS

Ready for the World

BOARD OF EDUCATION NORMS

- Open, Honest, and Timely Communication
- Prepared
- Committed
- Unified
- Disagree Without Conflict
- Punctual (notify if absent)
- Responsive (48 hour rule)
- Students First
- No Surprises



OWOSSO PUBLIC SCHOOLS

Ready for the World

Public Participation at Board Meeting's Statement

The Board of Education is a public body and recognizes the value of public comment on educational issues. Time has been included in the meeting's agenda for public participation. Members of the audience are reminded that they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

For Action

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
July 27, 2020
Report 20-12

President Mowen called the meeting of the Board of Education to order at 5:32 pm. Due to Governor Whitmer's current Executive Order 2020-75, the meeting was held virtually using Zoom video conferencing from the Washington Campus, 645 Alger Street, Owosso, MI 48867.

Present: Keyes, Krauss, Mowen, Paez, Ochodnick, Quick, Webster (members were present via Zoom video conferencing)
 Absent: None

Pledge of Allegiance

Board of Education Interviews

President Mowen announced the first business of the Board of Education will be to fill the vacant seat on the Board of Education. Candidates had the opportunity to submit their letter of interest by 4:00 p.m. Wednesday, July 22nd. At that time, two individuals had submitted their letter of interest, Cheryl Paez and Adam Easlick. President Mowen expressed his gratitude to both candidates for their interest in serving on the Board of Education.

President Mowen explained the format for the interviews. "The Board has established four interview questions which will be asked of each candidate in alternating order. Prior to the meeting, names were drawn to decide the order and Mr. Easlick, you will begin by answering the first question.

Once all interview questions have been asked and answered by each candidate, the Board may deliberate in open until a Board member makes a nomination or a motion to appoint an individual to fill the vacant board seat and then another Board member will need to second that motion and a roll call vote will occur.

If a majority of the Board members does not vote aye for the motion, then the Board can resume deliberation until another Board member makes a motion to appoint someone and a roll call vote occurs. If the majority of the Board is not able to agree on an individual to fill the seat, the Intermediate School district will appoint someone to the seat. Once the Board member is appointed, he/she will take the Board of Education Constitutional Oath of Office administered by notary Beverly White. The new appointee will immediately fill the position and have the rights of an acting Board member. President Mowen asked if there were any questions about the process before the interviews were to begin. Hearing none, President Mowen began with the first interview question to Mr. Easlick.

Interview Questions

1. Please tell us about yourself.
2. How can you positively contribute to this school district?
3. What qualities, skills and experience would you bring to the Board?
4. Is there anything we did not ask that you would like us to know/con

President Mowen conducted the interview process by asking Mr. Adam Easlick and Mrs. Cheryl Paez the four interview questions established by the Board of Education. Upon completion of the interview process, President Mowen expressed his gratitude to both candidates for stepping forward to serve the community and school district.

President Mowen stated the interview questions that have been prepared by the Board are now complete. The Board will now move into the deliberation and discussion phase if any Board member would like to make a motion to appoint one of the candidates.

Board of Education Appointment

Upon commencement of open discussion and deliberation, a motion by Treasurer Webster to appoint Cheryl Paez indicating that Cheryl Paez's prior experience on the Board during these times could be of assistance and supported by Trustee Keyes. President Mowen requested a roll call vote be made by Secretary Ochodnicki:

- Trustee Krauss–Cheryl Paez
- Trustee Keyes – Cheryl Paez
- Trustee Olga Quick– Cheryl Paez
- Treasurer Webster – Cheryl Paez
- Secretary Ochodnicki-Cheryl Paez
- President Mowen – Cheryl Paez.

Motion carried unanimously to appoint Cheryl Paez to the vacant Board of Education position. President Mowen thanked both candidates.

Oath of Office

Cheryl Paez accepted the office of the member of the Board of Education. The Board of Education Constitutional Oath of Office was administered to Cheryl Paez by notary, Beverly White.

President Mowen and the Board of Education members welcomed new Board member, Trustee Cheryl Paez.

Election of Officers

President Mowen asked for nominations for the office of Vice-President. Trustee Keyes nominated Secretary Ochodnicki for the office of Vice-President. Support by Treasurer Webster. Secretary Ochodnicki accepted the nomination of Vice-President. With no other nominations, the nominations were closed and Secretary Ochodnicki took a roll call vote: Ayes: Krauss, Keyes, Quick, Webster, and Mowen. Abstentions: Ochodnicki. Nays: None. Nomination and election of Vice-President Ochodnicki carried unanimously.

President Mowen asked for nominations for the office of Secretary. Trustee Krauss nominated Treasurer Webster for the office of Secretary. Trustee Webster accepted the nomination for the office of Secretary. With no other nominations, the nominations were closed and Vice-President Ochodnicki took a roll call vote: Ayes: Krauss, Keyes, Quick, Mowen and Ochodnicki: Abstentions: Webster. Nays: None. Nomination and election of Secretary Webster carried unanimously.

President Mowen asked for nominations for the office of Treasurer. Vice-President Ochodnicki nominated Trustee Keyes for the office of Treasurer. Trustee Keyes accepted the nomination for the office of Treasurer. With no other nominations, the nominations were closed and a roll call vote was taken by Secretary Webster: Ayes: Krauss, Mowen, Paez, Ochodnicki, Webster, and Quick. Abstentions: Keyes. Nays: None. Nomination and election of Treasurer Keyes carried unanimously.

Building Reports

Transportation Supervisor Renee Secor-Jenks recognized retirees Mrs. Marylou Essex, Bus Driver after 18 years of service with the district and Mr. David Goodrich, Bus Driver and Mechanic Assistant after 12 years of service with the district. The retirements of Mrs. Essex and Mr. Goodrich was effective June 5, 2020.

Board Correspondence

Superintendent's Report

Superintendent Dr. Andrea Tuttle stated it is difficult to address everything this evening, so for her report she will address the four topics of school reopening, the bond construction, the budget and the letter from The Owosso For Change group, which was sent to the Board of Education and to many in the community.

School Re-opening: Superintendent Dr. Andrea Tuttle reported, while many schools in the State of Michigan have already informed parents that they will be starting school with a complete virtual platform, our team of educators is continuing to hold out hope that Owosso will be able to offer options to parents including both in person instruction, as well as a total virtual option. The administrative team continues to work with the Owosso Education Association (OEA) to determine how to safely offer both options and meet the various needs and desires of our families. According to our recent parent survey, which Mr. Brooks will speak to during his Curriculum Director's report, 25% of district families are requesting an on-line only option to begin school. However, 75% of parents are requesting an in-person option. There continue to be unanswered questions from legislators which makes it extremely difficult to provide definitive answers to our families. There are questions about what phase we will be in. We are currently in Phase IV, which does allow for an in-person option with safety measures implemented, but if we move to Phase III, only an on-line/virtual option is permitted. Superintendent Dr. Andrea Tuttle reported the difficulty in making this important decision when there are so many unknown variables; things change depending on what Phase we are in, what funding we will or will not receive, what precautions we must take, etc. and in many respects, we are not in control of our destiny. It continues to be a guessing game and that is why many districts have simply decided that they are only going to offer only an all on-line learning platform at least to begin the school year. Superintendent Dr. Andrea Tuttle stated she informed families early on that the district anticipated having an answer to them by the end of July. Even though we may not have a definitive answer, the district is making strides.

Superintendent reported, the reason people choose Owosso Public Schools is because of our incredible team of educators and the immense amount of opportunities we offer, which far exceed any district in our county. Owosso Public Schools offer five encore classes at our elementary and many electives at our secondary level, such as culinary arts, engineering, biomedical science, construction trades, fine arts, just to name a few. Many of these classes, including our core classes, are not ideal to teach on-line. Additionally, the district understands the daycare needs of working parents. The district also understands the need for in-person contact for students to build relationships and enjoy hands on instruction.

Superintendent Dr. Andrea Tuttle stated, as we determine how to provide the best educational and safety options for our students and families during this global pandemic, we have worked tirelessly to maintain the opportunities that are provided only in Owosso. To that end, if the district is in Phase IV, as determined by the Governor, as opposed to Phase III, which does not allow any in-person contact, the district hopes to offer two options for students and their families; a total on-line option, and an option which would include in-person instruction combined with on-line.

Superintendent Dr. Andrea Tuttle expressed her gratitude to the many OEA, OESPA, and non-union team members who continue to work to find the best answer, given the circumstances, since there is not a right answer. She also expressed her gratitude to the Owosso families for their continued patience and trust. The first priority at this time, is deciding on how to safely open our schools and inform parents of the options as soon as possible.

Bond: Superintendent Dr. Andrea Tuttle reported the Bond is moving along well and our contractors are working diligently to overcome the time lost due to the COVID 19 shut down. The district is still on track to have everything, except for the Performing Arts Center and the surrounding six classrooms, completed by the beginning of the school year. As shared last month, the 6-8th grade students who were slated to begin their school year at the new secondary campus, will remain for one more year at the Middle School.

The secondary campus is looking amazing. Although the public is not able to step inside the building yet, they are able to see updates, including pictures, on the districts Facebook page. The public can certainly drive up and enter through Trojan Trail, off Middleton, and see all of the changes from the outside. Superintendent Dr. Andrea Tuttle expressed her gratitude to the community for supporting the Owosso Public Schools and public education.

Budget: Superintendent Dr. Andrea Tuttle reported, although the details of the deal are still being worked out, it appears that there is a bi-partisan plan to finalize the fiscal year 2019-2020 budget with a cut to schools, but replacement funding at \$2 for every \$1 cut, using CARES Act funds to fund COVID-19 related expenses. The plan includes a reduction of \$256 million in per pupil funding for FY 2019-20, approximately \$180 per pupil, that may not impact state aid payments until August. The details were not readily available yet, but those funds would be replaced with \$512 million in CARES Act funding.

The fiscal year 2020-2021 budget has not been resolved as of yet, but there is bipartisan agreement that to avoid cuts from the economic impact the pandemic has had on the School Aid Fund revenue sources, the Governor and Legislature will be requesting the need for additional Federal resources to shore up the losses. Superintendent Dr. Andrea Tuttle reported that the district budget is unknown and it is a waiting game. It is difficult to make decisions when we do not know the budget for fiscal year 2020-2021 and we do not even know for sure what the proration will be for 2019-2020.

Letter from The Owosso for Change group: Superintendent Dr. Andrea Tuttle reported The Owosso for Change group submitted a letter to her and the Board of Education on July 20th which included a list of demands related to social justice. Subsequently, the letter went viral on social media and elicited varying responses. She reported, she has been inundated with individuals sharing their diverse thoughts and opinions. Superintendent Dr. Andrea Tuttle stated “I have heard all the varying thoughts and opinions that have been shared with me including the demands from the Owosso for Change group. The use of the word “demand” can be off putting to many, including me; however, when I look beyond the use of the word, I understand what Owosso for Change is working to achieve. Even prior to their “demands”, our administrative team has been keenly aware and supportive of the need for educational opportunities for all, which promote social justice and to this end, the district will continue to seek more opportunities and listen to the thoughts of others in our community on how to proceed.

Owosso is a proud International Baccalaureate district. The mission of IB schools is to develop inquiring, knowledgeable, and caring young people who help to create a better and more peaceful world through intercultural understanding and respect. Now more than ever, we must focus on this mission. Nelson Mandela said, “Education is the most powerful weapon which you can use to change the world.” As educational leaders, Owosso Public Schools will ensure that our students continue to have meaningful discussions about current events in a safe and respectful environment. Owosso Public Schools are committed to working with our community to learn, empower change, and take action against discrimination and systemic racism.

Please understand, there are many demands placed on schools, more today than in the history of public education and there is a finite amount of time to meet all of these demands especially in the middle of a global pandemic. Schools have curricular demands, reporting demands, nutritional demands, performance demands, athletic demands, demands for a reproductive health curriculum, extra-curricular demands, student health demands, demands to assist with social emotional health issues, drug and alcohol awareness demands, budgetary demands, demands for facilities, demands for safety and security, demands for technology, transportation demands, etc. Demands are coming at schools from everywhere.

The District is currently working on the professional development demands regarding COVID-19 which include professional development on cleaning and disinfecting the learning environment and workplace, managing stress and anxiety, preparing your household, understanding the CDC Guidelines for making and using cloth face coverings. Even before Owosso for Change made their demands, the district acknowledged that we need to do better and therefore have started planning for professional development for our team regarding a variety of topics, including Cultural Competence and Racial Bias and Discrimination Awareness in the Workplace”.

Superintendent Dr. Andrea Tuttle reported the district has been and will continue to work tirelessly with our community during these unprecedented times. The District’s highest priority is the current and future Owosso students, families and community.

Curriculum Director's Report

Curriculum Director Steve Brooks reported the district has planned for a lot of Professional Development with very limited time to accomplish all that needs to be accomplished, a total of twelve hours to begin the school year. Some of the many topics that need to be covered are: Online learning to prepare teachers for a new way of teaching, including Google classroom, Google and Zoom; Science/Chemistry training; Math Recovery training for K-3 teachers; Social Emotional plans for the school year in preparing teachers to deal with gaps in learning as a result of the last year's school shut down; high school English and Social Studies training for teachers to learn how to incorporate current events into lessons and negotiating difficult conversations in the classroom. Dr. Taylor will also be returning for the 2020-2021 school year with reading training for K-8 reading support.

Curriculum Director Steve Brooks reported on the Kindergarten Readiness Assessment mandatory updates prior to the beginning of the school year. There will be training provided to teachers on how to administer NWEA mandatory benchmark assessments even if students are online learning. The training for Project Lead the Way focus on engineering and middle school training sessions. The IB mandatory training is currently unknown at this time, as all in-person training has been canceled. Several groups are waiting for this training this year. Curriculum Director Steve Brooks listed all of the on-line SafeSchools training that is required of staff.

Curriculum Director Steve Brooks reported on the survey results from staff and parents. There were 1600 respondents to the survey and 25-30% requested an on-line only option for the upcoming school year. Most were in favor of a hybrid option. Overall, safety is the number one concern with staff and parents. This survey also provided additional details in regards to devices.

Curriculum Director Steve Brooks reported The COVID-19 Preparedness and Response plan is in two parts; the cleaning protocol implementation and the return to learn, which is the instruction. The learning requirements for the upcoming school year is going to look very different than the spring.

Curriculum Director Steve Brooks reported he has also been working with ILC (Instructional Learning Council), scheduling options and staff alignment as a result of retirements. He reported the At Risk state audit was finalized and the district received glowing marks. The School Improvement Plan and Consolidated Application have been completed and new teacher orientation for staff has been scheduled.

Public Participation

President Mowen stated that the Board of Education is a public body and recognizes the value of public comment on educational issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded that they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

President Mowen stated Secretary Webster will be keeping track of the time for public participation participants.

Public comment was heard from the following:

CJ Michalec, Owosso Public Schools alumni currently residing in Columbus, Ohio. spoke on behalf of The Owosso for Change group.

Kelsey Nover, Owosso High School Alumni, 2008 graduate currently residing in San Francisco, California spoke as an advocate for The Owosso for Change group.

Eli Jenkinson, Owosso High School Alumni, 2013 graduate currently residing in Chicago, Illinois spoke as an advocate of The Owosso for Change group.

Kyle Ashlee, PhD, Owosso High School Alumni, 2003 graduate currently residing in Minneapolis, Minnesota, group affiliation Owosso for Change.

Don Galardi community member of Owosso.

Rose Hooper, spoke as a retired educator and a community member of Owosso.

Ronald Davis of Owosso.

Michael Thornton of Owosso.

Mr. Eric Locker of Owosso.

Tom Manke of Owosso.

Gordon Pennington of Owosso.

Kari Selleck, former Owosso Public Schools Curriculum Director and lifelong Owosso resident.

Lindsey Bacigal, Owosso Public Schools Alumni, 2013 graduate and a member of The Owosso for Change group.

Crystal Grigonis, parent of an Owosso High School student and Owosso resident.

Evan Ritter, Owosso Public Schools Alumni, 2012 graduate residing in Chicago, Illinois.

Jillian Hundley community member did not state her address.

With no other public comment, President Mowen stated there will be another opportunity for public participation.

For Action

- Moved by Ochodnicki supported by Krauss to approve the June 22, 2020 Budget Hearing minutes, June 22, 2020 Regular Board Meeting Minute, June 22, 2020 closed session minutes, current bills, and financials as presented. Secretary Webster conducted a roll call vote. Ayes: Mowen, Ochodnicki, Keyes, Paez, Krauss, Webster, Quick. Nays: None. Motion carried unanimously.
- Moved by Quick, supported by Krauss to adopt the membership resolution of the Michigan High School Athletic Association for the year beginning August 1, 2020 through July 31, 2021. Secretary Webster conducted a roll call vote. Ayes: Mowen, Ochodnicki, Keyes, Paez, Krauss, Webster, Quick. Nays: None. Motion carried unanimously.
- Upon the conclusion of elaborate discussion of the COVID-19 Preparedness and Response Plan, moved by Trustee Quick to table the plan to provide for an opportunity to gather additional information and guidance. To meet the required approval date of August 15, 2020, a Special Board meeting will be required to present the COVID-19 Preparedness and Response Plan to the Board of Education for approval prior to the August 15th date. President Mowen stated a vote was not required.
- Moved by Ochodnicki, supported by Quick to approve the 2020-2021 School Calendar and Article 5 between the Owosso Education Association and Owosso Board of Education as presented. Secretary Webster conducted a roll call vote. Ayes: Paez, Krauss, Keyes, Ochodnicki, Webster, Quick, Mowen. Nays: None. Motion carried unanimously.
- Moved by Quick supported by Krauss to adopt the Summary of Material Modification (SMM) to the Section 125 (Cafeteria) plan for Owosso Public Schools for the 2019-2020 plan year only. Secretary Webster conducted a roll call vote. Ayes: Quick, Webster, Keyes, Ochodnicki, Paez, Krauss, Mowen. Nays: None. Motion carried unanimously.
- Moved by Ochodnicki, supported by Paez to adopt the 1st reading of New Policy 2266-Nondiscrimination on the Basis of Sex in District Programs or Activities and deletion of policy

5517.02-Sexual Violence as presented. Secretary Webster conducted a roll call vote. Ayes: Krauss, Paez, Ochodnick, Keyes, Webster, Quick, Mowen. Nays: None. Motion carried unanimously.

For Future Action

- The Board of Education will be asked to approve the tax levy (L-4029) for the 2020 as presented. The tax levy must be approved by the Board of Education prior to October 1, 2020 in order to be included on the December 1 (winter) tax roll.

For Information

Superintendent Dr. Tuttle reported that Danielle Hiser, Paraprofessional of Owosso Middle has submitted her letter of resignation. Robin Powell, Kindergarten Teacher at Bryant Elementary has submitted her letter of resignation. Marylou Essex, Bus Driver has submitted her letter of retirement effective June 30, 2020 after 18 years of service with the District. David Goodrich, Bus Driver has submitted his letter of retirement effective June 5, 2020 after 12 years of service with District.

Public Participation

President Mowen announced a second opportunity to speak during public participation. Public comment was heard from the following:

Indy Karen, parent of an Owosso Public Schools student.
 Tom Manke
 Erick Locker
 Michael Thornton
 Richard Levitski
 Mitch Hufnagle, Owosso Public Schools Alumni residing in Chicago Illinois
 Natalie Park, Owosso Public Schools Alumni residing in Owosso
 Karen Michale, Owosso Public Schools Teacher

With no other public participation, President Mowen thanked all who spoke during public participation.

Board Member Comments/Updates

Trustee Quick expressed her gratitude to board vacancy candidates Adam Easlick and Cheryl Paez. Trustee Quick welcomed Trustee Cheryl Paez to the Board and looks forward to working with her. She also congratulated the retirees. Trustee Quick expressed her gratitude to Superintendent Dr. Tuttle, the administration team and staff for their tireless efforts during this trying time as your efforts have not gone unnoticed and are greatly appreciated. Trustee Quick thanked all that reached out in communications to her and other Board members; she asked each and every one to stop and take a moment to look at the situation as it applies to our community as a whole. There are those that may argue that to “demand” was wrong, as she has chosen to look at the entire message and interpret what is being asked. She commented, she believes the Owosso For Change group and the other community members she has heard from have a common goal to work together for the betterment of our District. Trustee Quick expressed her confidence in the Board of Education, Admin team, Owosso Public Schools staff and community will accomplish that goal.

Treasurer Keyes reported that many times the Board members ask questions during the Board meetings in an effort to educate the audience so they can share what they know about the items that are “For Action” before the Board. Typically, these items have been discussed in a previous Board meeting which the public that is present at the current meeting may not have been present. Treasurer Keyes stated she has a tremendous amount of respect to those she serves with and never thought during any time on the Board that someone was here for an ulterior motive or has not voted in the best interests of our kids. I also want to say that many of the people behind the Owosso for Change mean well and also want what is best for our students regardless of where they live. I have seen a lot of familiar faces on this call this evening and it makes me feel so good to see people that still care and are still vested in our school district. I do believe that a few people in our community have made this a little more personal than it needs to be and for lack of better words, have put a really bad taste in other peoples mouth within our community because of their actions. I do not want those particular moments to take away from what the bigger picture is and that is

simply for Owosso to do better for our kids. I am not too naïve to believe that just because I am not personally affected by racism that it does not mean that it does not exist within our community. I am not opposed to helping our staff and students move forward in a positive light, whether through training or other means. That means that truly difficult and uncomfortable conversations need to take place. Trustee Keyes also spoke to the resignation of former Board President Jenc and all of his accomplishments and dedication during his 11.5 years in serving on the Board of Education.

Trustee Paez expressed her gratitude to the Board members for welcoming her to the Board. She also stated she was in agreement with the Treasurer Keyes comments regarding former Board member Tim Jenc and has known him to be a very strong supporter of Owosso Public Schools and the students here. She stated she did enjoy listening to comments made and it was nice to see familiar faces and voices. It is important that this is discussed and in my own thoughts I realized it is not enough to say “I am not a racist” and that there is more that goes into it. She stated she looks forward to the next few months in moving the district forward as best we can.

Trustee Krauss welcomed Trustee Paez back to the Board and glad to have her back. Expressed his gratitude to Mr. Easlick for applying for the Board vacancy and appreciated the opportunity to get to know him better. Trustee Krauss expressed his gratitude to the retirees, Marylou Essex and David Goodrich and wished them the best in their retirement. Trustee Krauss thanked everyone that came before the Board during public participation sharing thoughts, ideas and opinions. The members on the Owosso Public Schools Board of Education have been elected by the community to serve and we proudly accept that challenge to do so. We have been given the opportunity to make a difference in the lives of our children and to provide the best education possible. It is important to note that with that responsibility we treat staff, students, community and fellow board members with dignity and respect. To do this, we must come prepared as much as possible and be knowledgeable because it is imperative when we make decisions that affect the education of our students. This includes continuous learning and awareness, which we promote every day and all of the time. It matters, when related to doing business as a Board that we work as a team with administrators, teachers, staff, students and citizens to promote the best learning atmosphere possible. We do represent all segments of the community and work diligently in making decisions that affect our students. We proudly serve Owosso Public Schools.

Secretary Webster: It is so good to hear all of the comments from all of the Board members. If you graduated from Owosso Public Schools, you belong to us and you will always belong to us and we care and we want you to know that we hear you. As a Board, it is our job to hear you and to listen. Secretary Webster spoke frankly and openly in her dialogue regarding Owosso and racism. She stated we all want the same thing, a great community where everyone is welcome and accepted and can make a home even if they were not born here and make them proud to call Owosso their home. This is not only a school problem, but an issue facing the entire community. Moving forward we are listening to the community. Secretary Webster hopes we can move forward as a school board and community, even though we may be on different sides, there has to be civil and respectful dialogue and to realize that change takes time and the change needs to happen in the hearts and lives of everyone in the community not just the school board and school. Be patient, listen to one another, be kind to everybody and move forward to find a solution.

Vice President Ochodnicki it is important to point out as a Board member it is extremely difficult role on a normal day and expressed “When a member of this group showed up at former President Jenc’ s home, it raised a grave concern for myself, my family and children. My family wanted me to resign, but that is not an option for me. I am very committed to my community and to this Board. My daughter wondered if it was safe to stay home alone if I did not follow these demands and that really raised a lot of concerns with me and then to follow the protest this past Saturday and what was going on in our downtown is not anything I care to see, did not make sense to me and does not bring any understanding to the cause. The word “demand” does not help to create positive change.” Vice-President Ochodnicki read a statement that she prepared in hopes to bring clarity to where she stands at this point. “I feel it is important as a Board that we respond to the document. We as a Board are an elected body of 7 and live in a democracy that allows for all to have a voice. I personally have spent countless hours of researching and have spoken to many individuals on all sides regarding the topic of racism. As an elected body I feel that we are responsible to

make decisions that we believe that represent our students and school district. I am not willing to commit to working with a group that is making demands that speak of intimidation and unwillingness to work in a collaborate effort. We have heard you and have made a statement collectively that we do need to make changes and that we do need to address racism. Dr. Tuttle, our Superintendent has spoken with a representative of this group and has heard the concerns. I, one of seven, an elected member of this Board believe that it is part of our duty as an educational team to decide how to best proceed for our district. Our commitment is to always reflect the needs of the student body as a whole. We are living in unprecedented times as much uncertainty of what each day will even bring to our students and staff. Currently we are in the midst of a pandemic that we need to address as a Board and a district on how to proceed for this upcoming school year, as we have talked about throughout this meeting. In closing, my hope is that we can all take a moment to take in all of the information that has been shared. Take all sides into consideration and take our time to collectively create ideas and curriculum that will be a positive nonpolitical change for our students and community to move forward and address racism. I appreciate all that have come forward to share their information, thoughts and ideas. I appreciate every one of you that have spoken tonight and I have greatly listened to everyone and I have confidence that our team can and will create a plan that is fit for Owosso Public Schools to address racism. Thank you everybody tonight and I appreciate hearing all of you”.

President Mowen stated that “There are 150 people that signed into the Zoom Board meeting and a fair number of them addressed the Board during public participation. I truly appreciate everyone that signed in and listened and especially those that had the courage to speak and address the Board. Everyone has been heard by each Board member and are duly recognized of your thoughts. This Board is a very diverse Board. The actions of this Board now, and in the past has always been for the betterment of each and every student in our district to provide a great education for everyone. Those actions speak much louder than any words that I could say. I would like to say that I have had the privilege and honor calling Tim Jenc a friend and colleague the entire time on this Board. I was saddened to see what he had reposted and were not his words. I only wish that he would have prefaced that post with what he included in his letter of resignation. First he said that he apologized, “I am truly sorry”, then he continues; my intent was not to show support rather it was intended to show just what is being written and posted by people which further escalates the continued issue of racism in our country. Those words were not his and I think the reposting of it, as said by one of the Board members, may be the thoughts and feelings of other people in this community. I do want to thank Tim for his dedicated service to this district and I continue to call him a friend and honored to do so. With that being said, I entertain a motion to adjourn.”

Adjournment

Moved by Quick, supported by Webster to adjourn at 8:17 p.m. Motion carried unanimously.

Minutes recorded by Bev White

Respectfully submitted,

Marlene Webster, Secretary

OWOSSO PUBLIC SCHOOLS
Board of Education Minutes
August 10, 2020
Report 20-13

President Mowen called the meeting of the Board of Education to order at 5:32 pm. Due to Governor Whitmer's current Executive Order 2020-75, the meeting was held virtually using Zoom video conferencing from the Washington Campus, 645 Alger Street, Owosso, MI 48867.

Present: Keyes, Krauss, Mowen, Ochodnicky, Quick, Webster (members were present via Zoom video conferencing)

Absent: Paez

As the host of the District's virtual school Board Meeting, Superintendent Dr. Tuttle provided the participants with a few guidelines and procedures.

President Mowen called the Special meeting of the Board of Education to order at 5:34 pm.

Pledge of Allegiance

Board Correspondence

Superintendent Dr. Andrea Tuttle shared that because this is a special meeting and it will be a lengthy meeting with the COVID Preparedness and Response plan, she is foregoing the Superintendent's and Curriculum Director's report for this meeting.

Public Participation

President Mowen stated that the Board of Education is a public body and recognizes the value of public comment on educational issues. Time has been included in the meeting's agenda for public participation. Members of the audience were reminded that they should announce their name and group affiliation when applicable and to limit their participation time to three minutes or less. Comments should be directed to the Board and be relevant to the business of the Board of Education. This is not an opportunity for dialogue with the Board of Education. The rules of common courtesy should also be observed.

Public comment was heard from the following individuals:

Jim Hathaway
 Cheryl Voss
 Justin McGraw
 Eric Locker
 Julie Whitebird
 Tom Manke
 Valerie James
 Dean Paxton
 Ann Gamboe Hall
 Susan Montenegro
 Sophie Montenegro
 Justin Darnell
 Melissa Bodbyle
 Jamie Newman
 Karen Mead-Elford
 Janae Fear

For Action

Dr. Tuttle shared the following: “I’ve been an educator long enough to know that once I start the Return to Learn presentation, people are going to stop listening to me and just read the slides. So please indulge me as I take 10 minutes to preface my Return to Learn presentation by sharing the following: Much of the information I am going to share will be reiterated in my Return to Learn plan recommendation.

One of my greatest challenges for me throughout this whole process is who to communicate with first, second, third and so forth. Although the teachers’ leadership team and our administrative team have worked feverishly to create a plan, I have not been able to share the proposed plan with the entire educational team prior to this evening’s recommendation to the Board. So everyone is aware, I have invited the entire educational team to join this meeting as this will be the first time collectively they will hear the plan in its entirety. Therefore, although this is a public meeting of the Board, there are many in the public who are listening including educators and parents and I appreciate their presence and thank them for joining.

Please know that the decision on how to safely reopen school has been the hardest professional decision I have had to make in my 25-year career. I’m used to making tough decisions, but none have been tougher than this. I’m worried. I’m worried about our kids, our families, our community and beyond. I have received and carefully listened to input from parents, members of our educational team, community members, health care workers, experts at the health department, lawyers, state and federal government requirements and recommendations, as well as many Board members, etc. Beliefs and opinions are strong and many times contradictory, but through it all, the OEA and administrative team have been working on the Return to Learn plan that provides options for everyone. Attending school is very important to the development and well-being of most if not all of our children. It gives them proper education, social and emotional skills, safety, reliable nutrition, physical/speech and mental health therapy, and opportunities for physical activity, among other benefits. Our goals are to ensure that the benefits of in-person education far outweigh any risks.

For the 2020-2021 school year, Owosso is not slated to begin school until Sept. 8 while other schools are beginning almost 2 weeks before us (as you know this is a result of our bond construction which is progressing beautifully and will provide incredible modern day facilities and amenities for all students). As a result of this later opening, we have the unique opportunity to learn from the positive things other districts are doing and reflect and adjust processes/procedures where there is room for improvement. Just because we have always done it one way, does not necessarily ensure that it is the right way or the best way. We are choosing to focus all our energy on what could be rather than what was. We are choosing to seek positives in every situation.

The parent survey (which garnered a tremendous response and I wish to sincerely thank all who participated) indicated that 72% of respondents desired an option for in-person instruction while 28% desired an option for on-line instruction. This is reflective of the fact that parents ultimately know what the best option is for their student and their family circumstances. In honoring the desire for choice, the plan that will be presented offers both options. Both options take into account the need for academic rigor, accountability, clear expectations and relationship building. In addition, the in-person option follows the strict cleaning guidelines as outlined in the State’s Return to Learn plan to offer a safe learning environment.

When I present the plan, you will note that the school day for all in-person students, except preschool at Bentley Bright Beginnings, has been shortened but has students coming to school every day instead of only certain days of the week. We know, as educators, everyday contact is important for relationship building, consistency and routines. In addition, we are also planning to provide extended learning options at the elementary level for parents whose work schedules are not conducive to the shortened school day schedule. Bentley Preschool and childcare will maintain their regular hours and schedule as in previous years and have learning opportunities for those who choose the at home option.

The shortened school day is a result of our desire to 1.) Ensure that students will have the same teacher when they transition from online to in-person learning or vice-versa which may occur multiple times this

year depending on what phase we are in; and 2.) Provide teachers with ample time to prepare meaningful and engaging lessons for ALL students on their class lists whether they are online or in-person. In this way, we can ensure that teachers are able to build meaningful relationships and provide engaging opportunities for all their students.

Families who select the on-line learning option for their children can be assured that their children will receive engaging and rigorous lessons provided by their child's highly qualified teacher or teachers who will remain constant whether receiving in-person or on-line instruction. Lessons will be provided throughout the day for these students and there will be a dedicated time daily when students are able to communicate whether by Zoom, email, etc. directly with their teacher.

If the plan is supported and approved by the majority of the Board, the next step is to send parents a form tomorrow, August 11, requesting them to commit to one of the learning platforms available for each of their children by no later than Tuesday, August 18. We understand this is a very short turnaround time for such an important decision which is why a comprehensive explanation document as well as a Q and A document has been developed to assist families in making a choice that works best for each of their children. That form will also be available tomorrow. Choices can be unique for each child in the family. However, if a parent chooses the online platform for their child, the child must maintain that platform option until at least Sept. 30 and possibly through the first marking period. The reason online students will not be permitted (unless under unique and individualized circumstances) to resume in-person learning during this time is because we will be working diligently to reduce in-person class sizes to the smallest number possible to provide for as much social distancing as possible.

The decision on how to return to learn was an input decision and much input was heard and considered. I want to sincerely thank everyone for sharing their thoughts. From start to finish, there have been 8-10 proposals on the table. This has been a journey of a thousand miles, but ultimately tonight I am bringing one complete plan to you for recommended approval.

As you know, there are a multitude of reasons why Owosso is the schools of choice in Shiawassee county, but the two I hear most often are as follows:

- 1.) Owosso boasts a tremendous educational team who works to build positive relationships and are knowledgeable in their content areas, and:
- 2.) Owosso is known as the district of opportunity in Shiawassee County because we offer roughly 40% more opportunities than any other school district in the county. People love our school district because students can participate in classes beyond the core classes, such as Biomedical Science, Engineering, Culinary Arts, Entrepreneurship, AgriScience, Construction Trades, Choir, Band, Visual Arts, International Baccalaureate, and many more not offered by other districts. Our elementary students have the opportunity to participate in 5 different encore classes each week which provides far greater opportunities for our elementary students than those provided in other districts. For those reasons, the plan I will present maintains all of those opportunities for students regardless of the option a parent chooses.

This plan is contingent on the county being in Phase IV as Phase III will change things drastically and Phase V will include minor alterations. This is why careful consideration has been given to the format of both options presented in order to provide for easier transitions between platforms when necessary. I wish to be very candid at this point--the plan is going to present choices for both in-person and on-line options; however, I think I would be remiss if I did not share that I think every parent should be prepared for an on-line only option if the county moves back into a phase III or for some other reason.

I know I have shared a lot in my narrative and I thank you for listening. Much of what I just shared will be reiterated in the plan as it stands today in Phase IV. Please note that this is one comprehensive plan titled the COVID 19 Preparedness Plan which is inclusive of the Return to Learn Plan. I am going to present the plan quickly as it takes about 25 minutes to get through, but if the Board approves this plan, it along with a Q and A document and Health Department information will be provided for parents in an

effort to make an educated choice that works for each of their children and their family. So, with no further ado, here is the plan that I recommend to you the Board of Education for approval. I am going to begin with the return to learn plan and slideshow.”

Dr. Tuttle went through Owosso’s Return to Learn Plan in detail via a Google Slides presentation reflecting the Plan’s choices for in-person and online learning. Dr. Tuttle then opened the floor for Board comments and questions.

Secretary Webster asked:

- Will playground equipment will be cleaned between recesses? Dr. Tuttle responded “Yes”.
- What happens if a student in a classroom tests positive, what are the implications? Dr. Tuttle indicated that the District has been in contact with Shiawassee. Health Dept. (commenting that Larry Johnson, the Director of the Health Department is also a parent and wonderful human being). Currently, the recommendation from the Health Department is if a student has COVID in an elementary classroom the whole classroom would quarantine and go to online for 14 days. There is a whole process for COVID-19 exposure inclusive of parental notification and Health Department protocol/notification.
- Do we have numbers from the health department on how many under the age of 18 have tested positive for COVID? Dr. Tuttle response was “yes”. Trustee Quick commented: “I have stats downloaded today. 17 cases between ages of 0-19.”

Trustee Quick asked:

- Will class sizes be reduced? Dr. Tuttle responded “Yes, by virtue of students taking online option. We think they will be reduced by 30% based on current survey results.”
- Will we have additional support for bus drivers? Dr. Tuttle indicated: Once survey numbers are in the Transportation Supervisor will review and determine best options. It was stated additional support for bus drivers is a valid question and has not been discussed.
- Classroom and building sanitation stations where are they? Dr. Tuttle responded: Sanitizer in each classroom. Teachers can spray desks and kids can wipe their space. At each entrance, there are hands-free sanitizing stations. Same for buses.
- What is our sanitizer supply at this time? Dr. Tuttle responded: Probably a month. The free standing stations are coming from Cintas and they have a 3-month supply of sanitization solution. 50 of these stations for the schools and 1 for every bus.
- Was there mention that the children will clean their desk? Dr. Tuttle responded: Yes. Teachers will have a EPA regulated squirt bottle. Teacher would spray desk, child would wipe desk, throw away paper towel and then wash hands.

Vice President Ochodnicki asked:

- Do we have a way to make sure that elementary kids don’t have access to sanitizer? Concerned about ingestion of sanitizer. Dr. Tuttle responded: The stations will be right at the teacher’s desk and monitored by teachers.

Trustee Krauss asked:

- Explain the training that teachers will receive? Dr. Tuttle responded: Safe Schools training with more added pertaining to COVID. Additionally, checklists will start to be created for custodial staff and those cleaning buildings.

Vice President Ochodnicki asked:

- How are we doing band and choir? Dr. Tuttle responded: Those questions are still a little bit influx. Principal Phillips is working with band directors. Take as many students outside as possible. Band teachers delivering other instruction outside of playing an instrument. Keep kids safe. Go outside. Adjust for online learners. Mr. Tolrud, Mr. Sterk, Mrs. Kowalczyk working on this.

Trustee Quick asked:

- With regards to choir, there may be specialized masks for choir? Do we have funds to purchase? Dr. Tuttle responded: First I've heard of this. I'd be interested in looking into this. CARES funds may be used for this. Vice President Ochodnický suggested the OPS Foundation for funding these masks.

President Mowen asked:

- Question relayed from a teacher at elementary level, if they are required to meet online with students, face to face and dismiss at 1:10 how would they meet with the next cohorts in that afternoon option? Dr. Tuttle responded: We intend to meet with teachers on Zoom call and provide further guidance. A different set of teachers would work with the extended learning students.

Vice President Ochodnický commented:

- Thank you to everybody for all of the hard work. Teachers. Administration team. Create a great plan that works for everybody. We will do everything to make the best of the plan. I appreciate the plan.

Dr. Tuttle commented:

- Mr. Brooks reminded me that students can opt to go back to online whenever they want just not from online to "in-person".

Trustee Quick asked:

- Is it possible that a teacher could have all online? Dr. Tuttle responded: Yes, theoretically. However, class lists have not been solidified at the elementary level. The plan is a teacher has equal numbers of students. Possibly at secondary level for one hour. Won't know until all of the questionnaires come back.

Dr. Tuttle shared the COVID-19 Preparedness and Response Plan and reviewed the highlighted parts where there have been changes made since it was presented at the July 27th Board meeting. Dr. Tuttle shared her screen and reviewed the changes. Dr. Tuttle commented at the end of the presentation that this is a two-part plan. Plans go hand in hand and must be approved together. Dr. Tuttle then opened the floor for Board Member questions regarding the COVID Preparedness and Response Plan.

Trustee Quick:

- There is no outline or areas for spacing, moving and access? Are we not making provisions for that? Dr. Tuttle responded: Yes, we are. Space decals on floors, students stand 6ft apart. The secondary level will ask students to stay on the right and walk single file, remain 6ft apart with masks. Elementary level: only time leaving classroom is to go to recess and restroom. Ask teachers to help maintain social distancing.
- Move to all online if move to phase 3. Is there a scenario that we could move to all online? Dr. Tuttle: Yes, it is possible. We talked about this with other Superintendents. Other districts have said that they would close if there is one case. Dr. Tuttle provided the following example from health department: Bob sits next to Fred in class. Fred gets sick with COVID-19. Bob needs to be quarantined, even though he is healthy at this time. Bob plays on the football team, and Fred does not. No one on the football team has been near Fred. Therefore, the football team does not need to be quarantined. Hopefully, Bob will not get sick and will be back to school and football in a couple of weeks. (End of example). Unfortunately, it's going to happen. The Health Department will be contacted. Dr. Tuttle defined primary and secondary exposures. Type of exposure would determine if we move to all online.
- Have we developed a policy where if we get have 1 case, are we done? If we hit 5 cases, are we done? Does test have to be confirmed as positive before class is quarantined? Dr. Tuttle referred to health department document and explained.

Secretary Webster commented:

- I believe the document states a positive test or clinical diagnosis from a doctor would count. Dr. Tuttle responded: I can't speak definitively to that question. My first call will be to the health department director Mr. Johnson and confirm we are handling the situation properly.

Trustee Quick:

- Do teachers have options? Are there teacher options for those who are pregnant, immune suppressed or compromised? Dr. Tuttle responded: They would need a medical reason as per EO 166. Dr. Tuttle requested that Health Department Director Larry Johnson provide any comments.

Shiawassee County Health Department Director Larry Johnson:

- I appreciate all you are doing. Good job with the plan. Director. Johnson shared info on isolation, quarantined and how that plays out. Has to be a confirmed case before quarantine. Trustee Quick asked about all online. Director Johnson responded: Yes, it is a possibility but we would work closely with the school to determine steps.

Dr. Tuttle commented:

- Executive Order 166 will be shared with OEA. Have a list of questions from teachers.

Trustee Quick:

- Regarding lunch not eating in cafeteria? What do we do with larger classes like band? Dr. Tuttle responded: Eating lunch outside if possible or splitting classes. Will be determined once we have numbers. We are fortunate that with the expansion we have additional rooms. Eating with a staff member does not necessarily mean their 4th hour teacher. May not be the whole group of band students.

Vice President Ochodnicki:

- What if a teacher gets sick? Dr. Tuttle responded: Same protocol as a student. Have a COVID confirmed case, their classes would have to quarantine. Mr. Johnson confirmed. Dr. Tuttle shared the option of a flip the classroom model and the teacher could video tape themselves. Student can watch lessons at home or on Chromebook with earbuds at school. Do homework outside of school. Teacher's would continue recording lessons if possible.

Trustee Quick:

- If they are quarantined, do teachers have to use sick time during the quarantine? Dr. Tuttle: Refer to EO 166.

Moved by Vice President Ochodnicki, supported by Trustee Krauss to approve the COVID-19 Preparedness and Response Plan inclusive of the Return to Learn Plan as presented. This opened the floor for additional discussion. Subsequent to the discussion, the motion and support was confirmed. President Mowen requested Secretary Webster to take a roll call vote:

Treasurer Keyes: Yes

Trustee Krauss: Yes

Trustee Quick: Nay

Vice President Ochodnicki: Yes

Secretary Webster: Yes

President Mowen: Yes

Motion carries.

For Future Action

- Obsolete material: Page 19 of board packet. Some of this has been in the district for decades. Valuable furniture has been stored.

Public Participation

Public comment was heard from the following individuals:

Tom Manke
 Eric Locker
 Julie Whitebird
 Ian Garland
 Jamie Newman
 Valerie James
 Melissa Bodbyle
 Racheal Bailey
 Rashelle Ocenasek
 Dean Paxton
 Steve Starr
 Jim Hathaway
 Valerie James
 Margaret Starr

Board Member Comments/Updates

Vice President Ochodnicki:

- Shared a CDC article and encourages everyone to read the article and feels it supports why we should have school. Discussed the science, and testing. Likes the phases that the Governor came out with but feels it should be done by county. Represents students and parents that want to be in school and need to be in school. We have a high rate of sexual abuse in the County. I work for the children and parents in this community. Expressed support for school opening.

Treasurer Keyes:

- Everything that we decide on this board affects my children and family. These decisions are difficult and I do not take them lightly. 8-10 proposals have put out and not any of them will fit everyone. All of us want students to be healthy. It's difficult right now. We are doing the best we can. It keeps me up at night. I apologize to anyone who thinks we are not making the right decision. I appreciate Dr. Tuttle and Mr. Brooks for creating a plan. It might not be popular you're doing best you can and I appreciate that.

Trustee Krauss:

- I want to extend my thanks to all of those in the public who participated tonight. It's important that you get an opportunity to share and express. One of the most important things we have is civil discourse. Sharing of ideas. Thank you for sharing. I do appreciate you, and respect you.

Secretary Webster:

- Someone said that at the beginning of this discussion that all of us care. It's really important to remember that people on the other side care very much. We all care. All of us are doing the best we can. As leaders we had to make a decision. We wish this could be easier. I know teachers are nervous but I think our Board has an awesome history of supporting our teachers. We have to support families and students too. Families are going to lose jobs. Is school childcare? We will monitor the situation, make changes, trying to move forward. Saying all of that, this is about the people. We had to decide, we need to move forward and as we do, we need listen to each other. Looking at a different perspective. Give grace to each other. We have a great Board. Great cohesiveness. We are very important to the families that we serve.

Trustee Quick:

- Requested to review this plan at every meeting prior to school starting. Shared concerns of a situation regarding a preparedness plan she prepared. Expressed it's her responsibility to ask questions and encouraged board members to do the same.

President Mowen:

- I'd like to echo some of the comments. I truly appreciate the community involvement. We as a Board can govern best if we hear from you. Board members, I have the utmost respect for each and every one of you. We have one common goal: Do what's best for this district. Do people always make the right choice? Maybe, maybe not. We make the choices based on the information available. I appreciate each member.

Upcoming Board Meeting Dates.

August 24, 2020: Regular Board Meeting, 5:30 pm held via Zoom per EO unless that changes.

Adjournment

Moved by Trustee Quick, supported by Vice President Ochodnicki to adjourn. Motion carried unanimously. Meeting adjourned at 8:20 p.m.

Minutes recorded by Jessica Thompson

Respectfully submitted,

Marlene Webster, Secretary

OWOSSO PUBLIC SCHOOLS
EXPENDITURE REPORT
7/20-8/16/2020
REPORT 20-14

CHECK RUN ACTIVITY BY FUND

GENERAL FUND	\$388,742.36
SERVICE FUND	\$7,825.38
SINKING FUND	\$60,277.95
CAPITAL PROJECTS - BOND FUND	\$0.00
CAPITAL PROJECTS - COOK FAMILY FOUNDATION	\$0.00

CHECK RUN TOTAL \$456,845.69

CREDIT CARD ACTIVITY BY FUND

GENERAL FUND (7/07-8/04/2020)	\$ 5,647.12
SERVICE FUND (7/07-8/04/2020)	\$ -
ORGANIZATIONAL FUND (7/07-8/04/2020)	\$ -

CREDIT CARD TOTAL \$ 5,647.12

GORDON FOOD SERVICE ACTIVITY (SERVICE FUND)

NONE

DIRECT DRAW FROM BANK ACCOUNT

\$ -

PAYROLL (#3) 7/31/2020	\$ 661,821.44
PAYROLL (#4) 8/14/2020	\$ 674,013.23
STABILIZATION - 7/27/2020 (JULY)	\$ 184,209.88
	<u>\$ 1,520,044.55</u>

GRAND TOTAL
\$ 1,982,537.36

Detailed payment information can be obtained from the Chief Financial Officer, Julie Omer, by calling (989) 723-8131 or by mailing a written request to Owosso Public Schools, P.O. Box 340, 645 Alger Street, Owosso, MI 48867

Check Register for Bank Account ID CHEM1

From 07/20/2020 to 08/16/2020

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
102084	07/23/2020	51 Comp	Cleared	07/31/2020 101548 AGNEW GRAPHICS SIGNS PROMO LLC	HS/DIGNAN/GRAD BANNERS	295.00
102085	07/23/2020	51 Comp	Cleared	07/31/2020 000300 ARGUS-PRESS CO.	ADM/BOARD MEETING AD	19.00
102086	07/23/2020	51 Comp	Cleared	07/31/2020 006946 HOLLAND BUS COMPANY	TRANS/SECOR/BUS REPAIR	37.20
102087	07/23/2020	51 Comp	Open	003780 MESSA	JUNE 2020 BILL/TEACHERS	231,880.76
102088	07/23/2020	51 Comp	Open	000693 SEHI COMPUTER PRODUCTS	ADM/WATSON/LICENSES	5,264.00
102089	07/23/2020	51 Comp	Cleared	07/31/2020 101759 SPARTAN TOOL - LLC	OPER/KLAPKO/CABLE	271.12
102090	07/23/2020	51 Comp	Cleared	07/31/2020 008956 WRIGHT EQUIPMENT	ATH/LINTNER/EQUIPMENT	4,190.69
102091	07/23/2020	1 Comp	Cleared	07/31/2020 100455 D & G EQUIPMENT INC.	OPER/KLAPKO/MOWER REPAIR	2,432.67
102092	07/23/2020	1 Comp	Cleared	07/31/2020 006588 DAYSTARR COMMUNICATIONS	UTIL/PHONE BILL	1,089.29
102093	07/23/2020	1 Comp	Cleared	07/31/2020 100536 JOHNSTONE SUPPLY OF LANSING	OPER/KLAPKO/AC REPAIR CENT	1,027.11
102094	07/23/2020	1 Comp	Cleared	07/31/2020 002109 LUDINGTON ELECTRIC INC.	OPER/KLAPKO/IRRIGATION REP	4,820.15
102095	07/23/2020	1 Comp	Open	003780 MESSA	AUG 2020 BILL/ADMIN	22,482.81
102096	07/23/2020	1 Comp	Open	003780 MESSA	AUG 2020 BILL-OESPA STAFF	44,351.65
102097	07/23/2020	1 Comp	Open	003780 MESSA	AUG 2020 BILL/NON-UNION	13,998.91
102098	07/23/2020	1 Comp	Cleared	07/31/2020 004121 NAPA AUTO PARTS	OPER/KLAPKO/OIL	32.71
102099	07/23/2020	1 Comp	Cleared	07/31/2020 007851 OREILLY AUTO PARTS	OPER/KLAPKO/SILICONE	17.98
102100	07/23/2020	1 Comp	Open	003692 RESERVE ACCOUNT	ADM/POSTAGE	500.00
102101	07/23/2020	1 Comp	Cleared	07/31/2020 100017 SEG WORKERS COMPENSATION FUND	1ST QTR WORKERS COMP	7,934.00
102102	07/23/2020	1 Comp	Open	100017 SET-SEG	AUG 2020 BILL/ADMIN	593.24
102103	07/23/2020	1 Comp	Open	100017 SET-SEG	AUG 2020 BILL/GF STAFF	4,758.90
102104	07/23/2020	1 Comp	Open	101092 SHIawassee COUNTY CLERK	ADM/YOHO/NOTARY FEE	10.00
102105	08/06/2020	52 Comp	Open	004854 CORUNNA PUBLIC SCHOOLS	STUDENT TRANSPORTATION	75.75
102106	08/06/2020	52 Comp	Open	100199 DISCOUNT SCHOOL SUPPLY	BB/HURLEY/SUPPLIES	288.98
102107	08/06/2020	52 Comp	Open	008028 GOLDBERG, DIANE	OPER/KLAPKO/MILEAGE	31.10
102108	08/06/2020	52 Comp	Open	008531 HUBER, CRYSTAL	BB/HUBER/SUPPLIES	38.45
102109	08/06/2020	52 Comp	Open	005420 SCHOOL SPECIALTY INC.	BB/HURLEY/SUPPLIES	284.43
102110	08/06/2020	52 Comp	Open	002948 THOMPSON, JESSICA	ADM/THOMPSON/MILEAGE	31.57
102111	08/06/2020	52 Comp	Open	006230 THRUN LAW FIRM, P.C.	JUNE 2020 LEGAL SERVICES	102.00
102112	08/06/2020	52 Comp	Open	007717 TIMLICK'S AUTO & TRUCK REPAIR	OPER/KLAPKO/TRANSMISSION R	270.81
102113	08/06/2020	52 Comp	Open	008675 TSA CONSULTING GROUP, INC.	JUNE 2020 FEE	153.30
102114	08/06/2020	52 Comp	Open	007985 WATSON, JOE	ADM/WATSON/MILEAGE	112.21
102115	08/06/2020	1 Comp	Open	008901 BASGALL, JAKE	ADM/BASGALL/MILEAGE	25.54
102116	08/06/2020	1 Comp	Open	001020 CREST SUPPLY COMPANY	OPER/KLAPKO/PLUMBING SUPPL	54.97
102117	08/06/2020	1 Comp	Open	100199 DISCOUNT SCHOOL SUPPLY	BB/HURLEY/SUPPLIES	919.66
102118	08/06/2020	1 Comp	Open	008028 GOLDBERG, DIANE	OPER/GOLDBERG/MILEAGE	14.35
102119	08/06/2020	1 Comp	Open	002973 HANKERD SPORTSWEAR	ADM/TUTTLE/MASKS	2,000.00
102120	08/06/2020	1 Comp	Open	003396 INT'L BACCALAUREATE NORTH AMER.	ADM/BROOKS/2020-21 MYP FEE	11,505.00
102121	08/06/2020	1 Comp	Open	100536 JOHNSTONE SUPPLY OF LANSING	OPER/KLAPKO/CIRCUIT BOARD	110.83
102122	08/06/2020	1 Comp	Open	008359 KINECT ENERGY INC.	MONTHLY FEE AUG 2020	315.00
102123	08/06/2020	1 Comp	Open	102408 LANSING SANITARY SUPPLY INC.	OPER/KLAPKO/CUSTODIAL SUPP	614.53
102124	08/06/2020	1 Comp	Open	101186 LLOYD MILLER & SONS INC.	OPER/KLAPKO/FILTER CAP	23.00
102125	08/06/2020	1 Comp	Open	003890 MSBO	ADM/WHITE/MEMBERSHIP	150.00
102126	08/06/2020	1 Comp	Open	002093 NEOLA INC.	ANNUAL PUBLISHING FEE	650.00
102127	08/06/2020	1 Comp	Open	007851 OREILLY AUTO PARTS	OPER/KLAPKO/REPAIR PARTS	82.16
102128	08/06/2020	1 Comp	Open	004652 PCMI - WEST	BB/ROWELL/STAFF PAYMENT	9,220.61
102129	08/06/2020	1 Comp	Open	008888 PELECH, TONIA	OPER/PELECH/MILEAGE	22.43
102130	08/06/2020	1 Comp	Open	007024 PROJECT LEAD THE WAY	ADM/BROOKS/20-21 FEE	7,300.00
102131	08/06/2020	1 Comp	Open	000323 ROTARY CLUB OF OWOSSO	HS/PHILLIPS/JULY DUES	20.00
102132	08/06/2020	1 Comp	Open	005600 SHERWIN-WILLIAMS COMPANY	OPER/KLAPKO/PAINT	279.50
102133	08/06/2020	1 Comp	Open	101057 STATE OF MICHIGAN	OPER/KLAPKO/BOILER INSPECT	360.00
102134	08/06/2020	1 Comp	Open	101057 STATE OF MICHIGAN	2020-21 STATE AID NOTE	980.00
102135	08/06/2020	1 Comp	Open	101057 STATE OF MICHIGAN	ADM/YOHO/NOTARY FEE	10.00
102136	08/06/2020	1 Comp	Open	008649 SUMMIT COMPANIES	OPER/KLAPKO/INSPECTION	3,310.00
102137	08/06/2020	1 Comp	Open	002623 TASC-CLIENT INVOICES	9/1-9/30/20 FEE&ANNUAL FEE	577.40

Check Register for Bank Account ID CHEM1

From 07/20/2020 to 08/16/2020

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
102138	08/06/2020	1 Comp	Open	006230 THRUN LAW FIRM, P.C.	ADM/JULY LEGAL SERVICES	2,626.50
102139	08/06/2020	1 Comp	Open	007985 WATSON, JOE	ADM/WATSON/MILEAGE	175.09
CHECK TOTAL						388,742.36
LESS VOIDS						0.00
GRAND TOTAL						388,742.36

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	44	366,575.44	Computer	56	388,742.36
Cleared	12	22,166.92	Prepaid		
Void					
Scratch					
TOTAL		56	388,742.36	TOTAL 56 388,742.36	

Check Register for Bank Account ID SERVIC

From 07/20/2020 to 08/16/2020

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
007737	07/23/2020	51 Comp	Cleared	07/31/2020 000300 ARGUS-PRESS CO.	FS/KLAPKO/SUMMER FOOD AD	423.84
007738	07/23/2020	1 Comp	Open	003780 MESSA	AUG 2020 BILL/FS STAFF	1,665.66
007739	07/23/2020	1 Comp	Open	100017 SET-SEG	AUG 2020 BILL/FS STAFF	174.47
007740	07/23/2020	1 Comp	Cleared	07/31/2020 008854 VAN EERDEN FOOD SERVICE COMPANY	FS/MANNS/SUMMER FOOD	1,221.68
007741	08/06/2020	1 Comp	Open	008854 VAN EERDEN FOOD SERVICE COMPANY	FS/MANNS/SUMMER FOOD	4,339.73
CHECK TOTAL						7,825.38
LESS VOIDS						0.00
GRAND TOTAL						7,825.38

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount
Open	3	6,179.86	Computer	5	7,825.38
Cleared	2	1,645.52	Prepaid		
Void					
Scratch					
TOTAL		5	7,825.38	TOTAL 5 7,825.38	

Check Register for Bank Account ID SF#1

From 07/20/2020 to 08/16/2020

From Check First to Last

Check#	Date	Run Type	Status	Vendor Name	Invoice Description	Amount
600919	08/06/2020	1 Comp	Open	008336 LA CONSTRUCTION	SINKING FUND PROJECT WORK	60,277.95
CHECK TOTAL						60,277.95
LESS VOIDS						0.00
GRAND TOTAL						60,277.95

Check Summary

Check Status	Count	Amount	Check Type	Count	Amount		
Open	1	60,277.95	Computer	1	60,277.95		
Cleared			Prepaid				
Void							
Scratch							
TOTAL		1	60,277.95	TOTAL		1	60,277.95

ACCOUNT SUMMARY

OWOSSO PUBLIC SCHOOLS • JULIE OMER • 645 ALGER ST • PO BOX 340 • OWOSSO, MI 48867-4601

* Indicates required field

SEARCH CRITERIA

[Advanced Search](#)

Reporting Cycle:

Date Range: From: * 07/07/2020

To: * 08/04/2020

Date Type:

Data available starting 08/19/2017

SEARCH RESULTS

Search Total

Page 1 of 1 Page

<u>Account Name</u>	<u>Account Number</u>	<u>Transaction Amount</u>	<u>Adjustment Amount</u>	<u>Total Transaction</u>
MIKE GRAHAM	XXXX-XXXX-████████	93.36	0.00	
BRIGHT BEGINNINGS OFFICE	XXXX-XXXX-████████	420.76	0.00	
OWOSSO PUBLIC SCHOOLS	XXXX-XXXX-████████	0.00	(18,517.24)	(18,517.24)
DAN CLARK	XXXX-XXXX-████████	1.49	0.00	
OWOSSO HIGH SCHOOL	XXXX-XXXX-████████	595.75	0.00	
TECHNOLOGY DEPT	XXXX-XXXX-████████	179.96	0.00	
JOHN QUICK	XXXX-XXXX-████████	83.79	0.00	
OWOSSO MIDDLE SCHOOL	XXXX-XXXX-████████	700.60	0.00	
OPERATIONS DEPT	XXXX-XXXX-████████	569.86	0.00	
DISTRICT TRAVEL	XXXX-XXXX-████████	27.14	0.00	
CENTRAL OFFICE	XXXX-XXXX-████████	2,974.41	0.00	

5,647.12

Page 1 of 1 Page

Search Total

**OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
July 31, 2020
Report 20-15**

**Statement of Deposits and Investments
As of 7/31/2020
Unaudited**

	General Fund	School Service	Building & Site	Capital Projects Bond Fund	Debt Service Fund	Total
Summary of Deposits and Investments						
Cash on hand	\$ 469,544	\$ 9,756	\$ 3,665	\$ 23,226	\$ 195,631	\$ 701,823
Investments	4,297,192		\$ 6,519,562.69	14,799,410	1,021,485	\$ 26,637,650
Total Deposits and Investments	\$ 4,766,737	\$ 9,756	\$ 6,523,228	\$ 14,822,636	\$ 1,217,116	\$ 27,339,473
 Detail of Deposits and Investments						
Cash on hand	\$ 469,544	\$ 9,756	\$ 3,665	\$ 23,226	\$ 195,631	\$ 701,823
Petty Cash on hand	-		-	-	-	
Total Cash on hand	\$ 469,544	\$ 9,756	\$ 3,665	\$ 23,226	\$ 195,631	\$ 482,965
Chemical Bank Savings Account	\$ 5,030	\$ -	\$ 1,768			\$ 6,798
Mich Class Investment	4,292,163	-	6,517,795	14,799,410	1,021,485	\$ 26,630,852
Total Investments	\$ 4,297,192	\$ -	\$ 6,519,563	\$ 14,799,410	\$ 1,021,485	\$ 26,637,650
Total Deposits and Investments	\$ 4,766,737	\$ 9,756	\$ 6,523,228	\$ 14,822,636	\$ 1,217,116	\$ 27,339,473

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
 July 31, 2020
 Report 20-15

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Project Funds
As of 7/31/2020

Unaudited

	General Fund			School Service Fund			Capital Projects Fund- Sinking Fund and Cook Family Foundation		
	BUDGET ORIGINAL	YTD Actual	Over (Under) Budget	BUDGET FINAL	YTD Actual	Over (Under) Budget	BUDGET FINAL	YTD Actual	Over (Under) Budget
REVENUE									
Local sources	3,738,762	24,300	(3,714,462)	141,803	-	(141,803)	1,232,473	1,745	(1,230,728)
State sources	23,764,924	-	(23,764,924)	71,714	-	(71,714)	-	-	-
Federal sources	2,661,952	-	(2,661,952)	1,609,155	-	(1,609,155)	-	-	-
Interdistrict sources-RESID	725,549	-	(725,549)	-	-	-	-	-	-
Interdistrict sources-transfers in and other sources	75,856	-	(75,856)	-	-	-	-	-	-
Total revenue and other sources	\$ 30,967,043	\$ 24,300	\$ (30,942,743)	\$ 1,822,472	\$ -	\$ (1,822,472)	\$ 1,232,473	\$ 1,745	\$ (1,230,728)
EXPENDITURES									
INSTRUCTION									
BASIC PROGRAMS:									
ELEMENTARY	6,917,101	1,555	(6,915,546)						
MIDDLE SCHOOL	3,206,096	210	(3,205,886)						
HIGH SCHOOL	3,934,412	855	(3,933,557)						
ALTERNATIVE EDUCATION	482,545	878	(481,667)						
PRESCHOOL	138,706	1,197	(137,509)						
PRESCHOOL (MICHIGAN READINESS) GRANT	186,210	52	(186,158)						
TOTAL BASIC PROGRAMS	\$ 14,865,070	\$ 4,747	\$ (14,860,323)						
ADDED NEEDS:									
SPECIAL EDUCATION	3,101,004	7,673	(3,093,331)						
CHILDCARE PROGRAM	296,734	-	(296,734)						
TITLE I GRANT	918,280	1,550	(916,730)						
VOCATIONAL EDUCATION	579,879	798	(579,081)						
AT RISK GRANT	1,364,267	36,362	(1,327,905)						
ROBOTICS AND ADAPTIVE TECH GRANTS	22,740	-	(22,740)						
EARLY LITERACY GRANT/LITERACY COACH GRANT	120,707	259	(120,448)						
TOTAL ADDED NEEDS	\$ 6,403,611	\$ 46,642	\$ (6,356,969)						
CONTINUING EDUCATION:									
ADULT EDUCATION	166,725	-	(166,725)						
COMMUNITY EDUCATION	142,981	8,720	(134,261)						
TOTAL CONTINUING EDUCATION	\$ 309,706	\$ 8,720	\$ (300,986)						
TOTAL INSTRUCTION	\$ 21,578,387	\$ 60,109	\$ (21,518,278)						
SUPPORTING SERVICES:									
PUPIL SERVICES:									
GUIDANCE SERVICES	294,076	8,756	(285,320)						
TOTAL PUPIL SERVICES	\$ 294,076	\$ 8,756	\$ (285,320)						
INSTRUCTIONAL STAFF:									
TITLE II, PART A/RURAL EDUCATION GRANT/TITLE IV	384,811	-	(384,811)						
IMPROVEMENT OF INSTRUCTION	291,127	23,109	(268,018)						
MEDIA SERVICES	120,925	2,241	(118,684)						
TOTAL INSTRUCTIONAL STAFF	\$ 796,663	\$ 25,350	\$ (771,313)						
GENERAL ADMINISTRATION:									
BOARD OF EDUCATION	98,538	763	(97,775)						
EXECUTIVE ADMINISTRATION	323,089	52,172	(270,917)						
HUMAN RESOURCES	218,001	29,527	(188,474)						
TOTAL GENERAL ADMINISTRATION	\$ 639,628	\$ 82,462	\$ (557,166)						
SCHOOL ADMINISTRATION:									
SCHOOL ADMINISTRATION	2,391,780	194,960	(2,196,820)						
TOTAL SCHOOL ADMINISTRATION	\$ 2,391,780	\$ 194,960	\$ (2,196,820)						

OWOSSO PUBLIC SCHOOLS
BOARD OF EDUCATION
 July 31, 2020
 Report 20-15

Combined Statement of Revenue, Expenditures, and Fund Balance
General, School Service, and Capital Projects Funds
 As of 7/31/2020
 Unaudited

	General Fund			School Service Fund			Capital Projects Fund-Sinking Fund and Cook Family Foundation					
	BUDGET ORIGINAL	YTD Actual	Over (Under) Budget	% Rec'd/Used	BUDGET FINAL	YTD Actual	Over (Under) Budget	% Rec'd/Used	BUDGET FINAL	YTD Actual	Over (Under) Budget	% Rec'd/Used
BUSINESS SERVICES:												
FISCAL SERVICES	\$ 353,009	\$ 40,927	\$ (312,082)	12%								
TECHNOLOGY MANAGEMENT	492,776	22,711	(470,065)	5%								
TOTAL BUSINESS SERVICES	\$ 845,785	\$ 63,638	\$ (782,147)	8%								
OPERATIONS AND MAINTENANCE:												
OPERATIONS AND MAINTENANCE	\$ 3,066,931	\$ 314,487	(2,752,344)	10%								
TOTAL OPERATIONS AND MAINTENANCE	\$ 3,066,931	\$ 314,487	(2,752,344)	10%								
PUPIL TRANSPORTATION SERVICES:												
PUPIL TRANSPORTATION SERVICES	\$ 923,698	\$ 29,431	(894,267)	3%								
TOTAL PUPIL TRANSPORTATION	\$ 923,698	\$ 29,431	(894,267)	3%								
OTHER SERVICES:												
COMMUNICATION SERVICES	55,117	-	(55,117)	0%								
ATHLETICS	412,824	1,005	(411,819)	0%								
PRINTING AND OTHER SUPPORT SERVICES	45,669	2,327	(43,342)	5%								
TOTAL OTHER SERVICES	\$ 513,610	\$ 3,332	(510,278)	1%								
TOTAL SUPPORTING SERVICES	\$ 9,472,071	\$ 722,416	(8,749,655)	8%								
OUTGOING TRANSFERS/FUND MODIFICATIONS:												
OTHER	94,000	-	(94,000)	0%								
TOTAL OUTGOING TRANSFERS/FUND MODIFICATIONS	\$ 94,000	\$ -	(94,000)	0%								
FOOD SERVICE EXPENDITURES												
CAPITAL PROJECT EXPENDITURES												
TOTAL EXPENDITURES	\$ 31,144,458	\$ 782,525	(30,361,933)	3%								
REVENUE OVER or (UNDER) EXPENDITURES												
ESTIMATED FUND BALANCE, JULY 1, 2020												
PROJECTED FUND BALANCES - June 30, 2021												
	\$ (177,415)	\$ (758,225)	\$ (580,810)		\$ 1,822,678	\$ 30,317	\$ (1,792,361)	2%	\$ 1,826,062	\$ (40,448)	\$ (1,866,510)	-2%
	2,046,082	2,046,082	-		\$ 1,822,678	\$ 30,317	\$ (1,792,361)	2%	\$ 1,826,062	\$ (40,448)	\$ (1,866,510)	-2%
	1,868,667											
					543	543	(30,111)		4,326,038	4,326,038	635,782	
					337	337			3,732,449	3,732,449		

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
August 24, 2020
Report 20-16

FOR ACTION

Subject:

New Policy 2266 – Nondiscrimination on the Basis of Sex in District Programs or Activities, 2nd and final reading and deletion of Policy 5517.02 – Sexual Violence.

Statement of Purpose/Issue:

Resolve that the Board of Education adopt as their 2nd and final reading: **New Policy 2266 – Nondiscrimination on the Basis of Sex in District Programs or Activities and deletion of policy 5517.02 – Sexual Violence**

Facts / Statistics:

On May 6, 2020, the U.S. Department of Education released long-awaited new regulations implementing Title IX, the federal law that prohibits sex-based educational discrimination in schools receiving federal financial assistance. Schools are still responsible for appointing a Title IX Coordinator and for promptly and equitably investigating incidents of sex-based discrimination, including sexual harassment. But now, Title IX investigations are subject to a plethora of standards and procedures that differ markedly from those recommended in previous federal guidance and case law. The new regulations, which carry the full force of law, take effect on August 14, 2020.

The following is a synopsis provided by Thrun Law firm on the significant changes that have emerged relative to Title IX regulations resulting in the recommendation from NEOLA to adopt new policy 2266 and the elimination of Policy 5517.02:

Sexual Harassment Defined

The new regulations define the term through three examples of sex-based misconduct: (1) an employee conditioning the provision of an aid, benefit, or service on the student’s participation in unwelcome sexual conduct (i.e., quid pro quo); (2) unwelcome conduct on the basis of sex that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access to a school’s program or activities; or (3) sexual assault, dating violence, domestic violence, or stalking. The above definition purposely differs in part from the Title VII workplace standard (severe or pervasive conduct creating a hostile work environment) and represents an attempt to exclude expressions protected by free speech and academic freedom.

Actual Knowledge Expanded

Previously, the U.S. Supreme Court established that a school was liable for sexual harassment if an “appropriate person” (i.e., a school official with sufficient authority to take corrective action) had actual knowledge of sexual harassment and acted with deliberate indifference. The new regulations clarify that actual knowledge is not limited to a school official. Now, whenever any elementary or secondary school employee (e.g., teacher, counselor, cafeteria worker, or custodian) has notice of sexual harassment, a school must respond and investigate. Even if a board policy requires employees to report allegations to the Title IX Coordinator, a report to any school employee can

trigger liability for the school. All school employees should undergo some form of Title IX training to gain familiarity with this important responsibility.

Investigation Procedures

The new regulations make many changes to the Title IX investigation process. Written notice containing certain specific information must be provided to both parties. Before an investigation report is finalized parties must have at least 10 days to review and respond to all evidence directly related to the allegations. A completed investigation report must be provided to parties at least 10 days before any hearing. After receiving the completed report, schools now must allow both parties to submit written, relevant questions for the other party or any witness, to review answers to the questions, and to provide limited follow-up questions. (End of Thrun’s synopsis)

There are a number of options that must be selected in this policy and should be reviewed carefully. This first reading is the opportunity for the Board to review the policy in its entirety and although the regulations go into effect on August 14, 2020, the new policy was only brought forth for consideration within the last week. In order to provide for thoughtful consideration, it is recommended that this policy be only adopted as a first reading and additional time for review by the Board be provided so that a second and final reading take place by the Board at the August 24th meeting which is after the effective date of August 14, 2020. This will necessitate that the District follow the regulations in the intervening time (gap) but allow for options within the policy to be considered fully before final adoption.

This new policy should be considered for adoption by NEOLA and recognition of the deletion of policy 5517.02 acknowledged.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Book	Policy Manual
Section	Title IX Update Board
Title	Special Update - Title IX Regulations - July 2020 New NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES
Code	po2266
Status	

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

Introduction

The Board of Education of the Qwosso 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. ~~**[DRAFTING NOTE: In the new Title IX regulations, the term "admission" refers to admission to postsecondary institutions (i.e., institutions of graduate higher education, institutions of undergraduate higher education, institutions of professional education, and institutions of vocational education); thus, if a K-12 school does not operate a vocational program (e.g., a school or institution that has as its primary purpose preparation of students to pursue a technical, skilled, or semiskilled occupation or trade, or to pursue study in a technical field, whether or not the school or institution offers certificates, diplomas, or degrees and whether or not it offers fulltime study), the K-12 school does not officially need to include "admission and" in the preceding sentence (and where that phrase is used throughout this policy); Neola, however, has elected to include it because all K-12 schools "enroll" students and often the term "enroll" is viewed as synonymous with the term "admit." Since K-12 schools cannot discriminate when enrolling students into the education programs or activities that they operate, it seems appropriate to include the term "admission."]**~~ 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 (**X**) and/or Employee/Administrator Handbook(s) **[END OF OPTION]** 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 (**X**) and/or Employee/Administrator Handbook(s) **[END OF OPTION]** 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 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).

"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. Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape.

1. ~~[DRAFTING NOTE: Select Option 1 or Option 2. While Neola is comfortable with Option 2, given that offenses 2 (sodomy) and 3 (sexual assault with an object) pick up parts of Option 1 that are not included in Option 2, Neola suggests the Board consult with its local legal counsel concerning which definition of "Rape" to adopt. By way of background, Option 1 represents the definition of "Rape" that is required by the Clery Act's regulations—i.e., the definition contained in the Summary Reporting System ("SRS") of the FBI's Uniform Crime Reporting ("UCR") Program. Unfortunately, the SRS is being faded out effective January 2021; at that time, the SRS is being replaced by the National Incident-Based Reporting System (NIBRS), which contains a different definition of "Rape"—i.e., the definition contained in Option 2. Additionally, it is relevant to note that the definitions of the remaining sexual assault offenses are already derived from the NIBRS's definitions. If a Board selects Option 1, it may be necessary to later update the policy to a new definition of "Rape" (i.e., the one contained in Option 2) once the SRS is retired. Alternatively, a Board could include both definitions to hopefully minimize the need to amend this policy—even on a technical amendment basis so soon after it is adopted. If a Board elects to include both definitions, it should include the following parentheticals: (a) at the end of Option 1: "(effective until the FBI retires the Summary Reporting System, which is scheduled for January 2021)", and (b) at the end of Option 2: "(effective upon retirement of the Summary Reporting System, which is scheduled for January 2021)."]~~

[OPTION 1] Rape is penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ 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. Attempted rape is included. [END OF OPTION 1]

[OPTION 2] 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. [END OF OPTION 2]

2. 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.
3. 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.
4. 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.
5. Incest is sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by State law.

6. Statutory Rape is sexual intercourse with a person who is under the statutory age of consent as defined by State law.
7. 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. ~~{DRAFTING NOTE: The Title IX regulations do not require the Board to adopt a particular definition of "consent," but it is advisable to adopt a definition because "consent" is an element of each of the first four terms listed above. Since there are a number of different definitions of consent from which to choose, the Board should consult its local legal counsel concerning selecting a specific definition of consent that represents its position on the topic; the investigator(s) and decision-maker(s) will then uniformly apply the adopted definition.}~~
8. 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. ~~{DRAFTING NOTE: Depending on the definition of "consent" that the Board adopts, it may be necessary to define "incapacitated" in the policy. If it is not defined in the policy, it should certainly be defined in the Administrative Guideline; even if defined in the policy, the Administrative Guideline provides an opportunity to expand on the concept of "consent" and what the Board means by the term "incapacitated."}~~
- D. "Domestic violence" includes felony or misdemeanor crimes of violence committed by:
1. a current or former spouse or intimate partner of the victim;
 2. a person with whom the victim shares a child in common;
 3. a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner;
 4. 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
 5. 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.
- E. "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.
- F. "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 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), ~~() referral to Employee Assistance Program [END OF OPTION],~~ 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 Coordinator(s)

The Board of Education designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

~~**[DRAFTING NOTE: Neola suggests the Board consider appointing both a male and a female Title IX Coordinator. The Board must list either the Name or Title of the Title IX Coordinator; while the Board may list both the Name and Title, Neola suggests that the Board consider only listing the Title in this policy (so it does not need to revise/amend its policy whenever there is a change in the actual person(s) holding the designated position(s)), but list both the Name and Title in the requisite postings (e.g., website) and publications (e.g., handbooks) () and in the Administrative Guideline.]**~~

(Owosso Middle School Assistant Principal, School-District-Title)

(989-723-3460)

219 N Water St Owosso, MI 48867

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

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 Owosso 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 Coordinator(s) is/are:

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

(Name)

(School District Title)

(Telephone Number)

(Office Address)

(E-mail Address)

Any inquiries about the application of Title IX and its implementing regulations to the District may be referred to the Title IX Coordinator(s), 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 provide 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: <https://go.boarddocs.com/mi/owo/Board.nsf/Public>~~[insert the web address at which Policy 2266 can be found, or insert a hyperlink tied to the title of the policy]~~ 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 Coordinator's(s') 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 imposition of any disciplinary sanctions or other actions, other than supportive measures, against the Respondent.

The Title IX Coordinator(s), 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 Coordinator(s). Anonymous reports may be submitted using the online reporting form posted at ~~[insert the web address for the reporting form, or insert a hyperlink tied to the phrase "online reporting form"~~ [or] the hotline reporting number ([insert phone number]).

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. ~~{DRAFTING NOTE: All Board employees are mandatory reporters pursuant to the Title IX regulations. Existing policy, however, also requires students and Board members to report any information they have concerning allegations of sex discrimination or Sexual Harassment. Neola suggests that the Board continue this additional requirement in this policy, along with the language encouraging other individuals to make such reports; this will coincide with similar requirements that are imposed on Board members and students in other nondiscrimination and anti-harassment policies. If the Board decides it does not want to go beyond the scope of the regulations for purposes of this policy, it should replace the first sentence of this paragraph with either of the following: "Board employees are required to report allegations of sex discrimination or Sexual Harassment promptly to the Title IX Coordinator." OR "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 in turn will 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. ~~{DRAFTING NOTE: If the Superintendent is the Title IX Coordinator, substitute "Board President" in place of "Superintendent."}~~

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, [END OF OPTION]~~ 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. **DRAFTING NOTE: The regulations do not specify within how many days the Board employee must notify the Title IX Coordinator of receiving a report of Sexual Harassment; Neola suggests "two (2) days". Alternatively, the Board could make this language more open-ended – e.g., " * * * must immediately/promptly notify the/a Title IX Coordinator of such information or 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 **DRAFTING NOTE: The regulations do not define "promptly" or otherwise specify within how many days the contact has to be made; Neola suggests "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 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 purposes 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. **[DRAFTING NOTE: The Board may substitute "Superintendent" or "Title IX Coordinator" in place of "District" in the first sentence. Alternatively, the Superintendent could designate, through the administrative guideline, one or more administrators, including the Title IX Coordinator, to make emergency removal decisions after conducting the individualized safety and risk analysis. In Michigan, emergency removals may only be imposed in the manner delineated in M.C.L. 380.1311. Additionally, emergency removals must be conducted in compliance with the Individuals with Disabilities Education Improvement Act and/or Section 504 of the Rehabilitation Act of 1973.]**

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 ~~() and by _____~~ **DRAFTING NOTE: The Board may set forth additional method(s) by which a Formal Complaint may be filed (e.g., online portal submission).** 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. ~~{DRAFTING NOTE: If the Superintendent is the Title IX Coordinator, substitute "Board President" in place of "Superintendent" in the preceding sentence.}~~

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 (X) and the Employee/Administrator Handbook. ~~{DRAFTING NOTE: The Board should confirm/verify that its Student Code of Conduct and any Employee/Administrator Handbook(s) include a prohibition against intentionally making a false report, submitting a false Formal Complaint, or making a false statement or submitting false information during a Title IX grievance process. Such misconduct should be a sanctionable offense pursuant to the Student Code of Conduct and Employee/Administrator Handbook(s).}~~

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. ~~{DRAFTING NOTE: The Title IX regulations do not specify a deadline for completing the grievance process; Neola suggests sixty (60) days (i.e., twelve (12) weeks) based on the following considerations: (1) within two (2) days of receipt of the Formal Complaint, the Title IX Coordinator sends requisite notice to parties; (2) two (2) weeks (fourteen (14) calendar days) to investigate (remember the need for advance written notice to a party and adequate time for the party to prepare before any interviews/hearings/meetings; time for parties to present witnesses (including expert witnesses) and other inculpatory or exculpatory evidence); (3) at the conclusion of the investigation and before finalizing the investigative report, two (2) weeks (a minimum of ten (10) calendar days) for the parties to review the evidence and submit their feedback; (4) up to a week (i.e., seven (7) calendar days) for the investigator to consider such feedback and prepare the investigative report; (4) two (2) week (a minimum of ten (10) calendar days) for the parties to review the investigative report and submit questions and receive answers to questions submitted to parties and witnesses (if the Board permits hearings, the hearing cannot occur until the Complainant and Respondent have had a minimum of ten (10) calendar days to review the investigative report); (5) a week (i.e., seven (7) calendar days) for the decision-maker(s) to prepare the decision; (6) up to a week (Neola suggests three to five calendar days) for the parties to review the decision and submit a notice of appeal; (7) a week (seven (7) calendar days) for the parties to submit their written statements in support of or in opposition to the appeal; and (8) a week (seven (7) calendar days) for the appeal decision-maker(s) to prepare a final decision. Any informal resolution process could impact this schedule. Given this fairly aggressive timeline, the Board may want to remove the appeal process from this timeline — i.e., delete the phrase "including resolving any appeals," from the sentence, which would allow more time for potential use of the informal resolution process. Further, the preceding schedule does not provide time for a hearing that could further extend the timeline needed to complete the grievance process.}~~

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. ~~{DRAFTING NOTE: The Board should consult with its local legal counsel on a case-by-case basis to determine whether there may be other reasons/good cause for a delay or extension of time — e.g., the complexity and severity of the matter, or school breaks.}~~ () The Title IX Coordinator will provide the parties with reasonable updates on the status of the grievance process.

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 (**X**), this policy, (**X**) and/or Employee/Administrator Handbook ~~[DRAFTING NOTE: While the Title IX regulations only reference "code of conduct" Neola suggests that the Board reference other applicable documents that expressly prohibit an individual from making false statements or knowingly submitting false information as part of the grievance process]~~ that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

~~[DRAFTING NOTE: The Title IX regulations do not define "upon receipt" or otherwise specify within how many days the notice must be sent; Neola suggests the Title IX Coordinator send the notice within "two (2) days" of receipt of the Formal Complaint; this suggestion is memorialized in the corresponding Administrative Guideline. Please note, however, that it could be argued that the notice should be sent sooner. Regardless, the Title IX Coordinator should have a template notice form available that can be quickly completed with the requisite information after receipt of the Formal Complaint.]~~

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 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 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 ~~()~~ or hearing ~~[DRAFTING NOTE: Select this option if the Board permits hearings.]~~:

- 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 Respondent, or by more than one Complainant against one or more Respondents, or by one 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 Complainant or more than one Respondent, references in this policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

~~{DRAFTING NOTE: The Board may adopt provisions, rules, or practices other than those required by the Title IX regulations as part of its grievance process for handling Formal Complaints of Sexual Harassment, provided they apply equally to both parties and do not violate the language in the regulations. The Board should discuss this option with its local legal counsel.}~~

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 ~~{END OF OPTION~~ sexually harassed a student. **~~{DRAFTING NOTE: The Title IX regulations prohibit the use of an informal resolution process when the allegations involve a Board employee sexually harassing a student; Neola suggests that it also may not be appropriate to use informal resolution processes when a Third Party is alleged to have sexually harassed a student. Since this is not a requirement, it is offered as an option. If the optional language is not selected, the Board retains the discretion to use informal resolution processes as may be determined appropriate by the Title IX Coordinator on a case-by-case basis.}~~**

[X] The informal resolution process is not available to resolve allegations involving a sexual assault involving a student Complainant and a student Respondent. **~~{DRAFTING NOTE: While this language is not required by the Title IX regulations, Neola suggests the Board select this option because of the severity of this type of Sexual Harassment.}~~**

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 **(X)** preponderance of the evidence standard ~~() clear and convincing evidence standard~~. The decision-maker(s) is charged with considering the totality of all available evidence, from all relevant sources.

~~[DRAFTING NOTE: Neola suggests the Board adopts the "preponderance of the evidence standard." The preponderance of the evidence standard is an equitable standard of proof and the legal standard by which most civil lawsuits, including civil rights claims, are adjudicated in the United States. This standard requires the decision-maker(s) to determine that there is a greater than fifty percent (50%) likelihood (i.e., it is more probable/likely than not) that the Respondent engaged in the alleged Sexual Harassment. The "clear and convincing evidence standard," on the other hand, is a higher standard of evidence, in which the District would need to show to the decision-maker(s) that the truth of the allegations is highly probable (i.e., that the contention is substantially more likely to be true than untrue). Some argue that using the clear and convincing standard may skew the playing field toward the Respondent by enhancing protection for the Respondent at the expense of the Complainant. The same standard of evidence must be applied for Formal Complaints against students as is applied to Formal Complaints against employees, and the same standard of evidence must be used for all Formal Complaints of Sexual Harassment.]~~

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.

~~() The District establishes the following restrictions, which apply equally to both parties, regarding the extent to which an advisor may participate in the proceedings:~~

~~[DRAFTING NOTE: The Board should consult with its local legal counsel concerning any restrictions it may want to place on an advisor's participation in the proceedings, including rules of decorum. This topic is also addressed in Administrative Guideline 2266.]~~

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 ~~()~~ hearings, **[DRAFTING NOTE: Select this option if the Board permits hearings.]** 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 _____ days' notice with respect to investigative interviews and other meetings ~~()~~ and _____ days' notice with respect to hearings **[END OF OPTION]. [DRAFTING NOTE: The Board should consult with its local legal counsel concerning whether to set a minimum amount of advance notice — i.e., define "sufficient time"; Neola suggests a minimum of three (3) days' advanced notice for hearings and one (1) day's advanced notice for 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 investigator ~~() 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. ~~[DRAFTING NOTE: The Board should select the following option if it provides for a hearing before the decision maker] () The District will make all such evidence subject to the parties' inspection and review available at any hearing to give each party equal opportunity to refer to such evidence during the hearing, including for purposes of cross-examination.~~

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 ~~[DRAFTING NOTE: Select one of the following two options. The Board should select the second option if it is providing a hearing or permitting the decision-maker(s) to decide whether to conduct a hearing on a case-by-case basis.]~~

the decision-maker(s) issuing a determination regarding responsibility.

~~() a hearing or 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 Coordinator(s) or the investigator(s).

~~[DRAFTING NOTE: The Board may, but need not, provide for a hearing before the decision-maker(s) reaches a determination of responsibility. Neola suggests that the Board not provide for a hearing. If the Board decides not to provide for a hearing, the Board should select OPTION 1; if the Board elects to provide a hearing or to provide the decision-maker(s) with the discretion to conduct a hearing on a case-by-case basis, the Board should select OPTION 2. Additionally, if the Board operates a vocational program [see the Drafting Note contained in the first paragraph of the Introduction for a definition of "vocational program"], Neola suggests that the Board consult its local legal counsel concerning whether it must provide for a live hearing related to Formal Complaints involving parties associated with the vocational program. If the Board determines, in consultation with its legal counsel, that it must provide for a live hearing, it should select Option E of OPTION 2, at least with respect to Formal Complaints involving parties involved in the vocational program (i.e., it does not need to provide for a live hearing for its regular K-12 education programs and activities that it operates.)~~

OPTION 1

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.

~~[END OF OPTION 1]~~

~~[] OPTION 2~~

~~After the investigator sends the investigative report to the parties and the decision maker(s), and prior to the decision maker(s) issuing a determination of responsibility, the decision maker(s) () may () will conduct a hearing.~~

~~[DRAFTING NOTE: Select Option A or Option B. If the Board selects "may," it should select Option A; if it selects "will," it should select Option B.]~~

~~[] Option A~~

~~If the decision maker(s) decides not to conduct a hearing, the decision maker(s) will state in writing the reason for not conducting a hearing and provide that explanation to the parties. Additionally, 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.

If the decision-maker(s) elects to conduct a hearing, the hearing will proceed as follows:

[END OF OPTION A]

[] Option B

The hearing will proceed as follows:

[END OF OPTION B]

[DRAFTING NOTE: Select Option C or Option D or Option E; Neola suggests Option C]

[] Option C

At the hearing, the decision-maker(s) will allow each party or each party's advisor to submit relevant questions to the decision-maker(s) who will ask the questions to the other party and any witnesses. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant. Only relevant cross-examination and other questions, including follow-up questions and questions challenging credibility, will be permitted. Such cross-examination and questioning at the live hearing shall be conducted orally and in real time.

[] If a party does not have an advisor present at the live hearing, the District will provide, without fee or charge to that party, an advisor of the District's choice, who may be, but is not required to be, an attorney, to submit questions on behalf of that party.

[END OF OPTION C]

[] Option D

Prior to commencing the hearing, the decision-maker(s) will decide whether to allow each party's advisor to ask questions directly of the other party and any witnesses, or instead to have the questions submitted to the decision-maker(s) who will ask the other party and any witnesses the questions.

If the decision-maker(s) permits each party's advisor to ask the other party and any witnesses relevant questions and follow-up questions, including questions challenging credibility, such cross-examination at the live hearing will be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally. If the decision-maker(s) permit each party's advisor to ask questions directly to the other party and any witnesses, the decision-maker(s) shall not restrict the extent to which advisors may participate in the hearing.

If, on the other hand, the decision-maker(s) decides to have each party's advisor (or the party, if the party does not have an advisor) submit relevant questions to the decision-maker(s), the decision-maker will ask the questions to the other party and any witnesses. Such cross-examination at the hearing will be conducted orally and in real time by the decision-maker(s) based upon questions submitted by a party's advisor or the party.

Only relevant cross-examination and other questions may be asked of a party or witness. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the decision-maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant.

If the decision-maker(s) permits the parties' advisors to ask the questions directly, and a party does not have an advisor present at the live hearing, the District will provide, without fee or charge to that party, an advisor of the District's choice, who may be, but is not required to be, an attorney, to conduct cross-examination on behalf of that party.

[] If the decision-maker(s) decides not to have the parties' advisors ask the questions directly, and a party does not have an advisor present at the hearing, the District will provide, without fee or charge to that party, an advisor of the District's choice, who may be, but is not required to be, an attorney, to submit questions on behalf of that party.

[END OF OPTION D]

[] Option E

At the hearing, the decision maker(s) shall permit each party's advisor to ask the other party and any witnesses all relevant questions and follow-up questions, including those challenging credibility. Such cross-examination at the hearing must be conducted directly, orally, and in real time by the party's advisor of choice and never by a party personally; notwithstanding anything to the contrary in this policy, the decision maker shall not restrict the extent to which advisors may participate in the hearing.

Only relevant cross-examination and other questions may be asked of a party or witness. Before a Complainant, Respondent, or witness answers a cross-examination or other question, the decision maker(s) must first determine whether the question is relevant and explain any decision to exclude a question as not relevant.

If a party does not have an advisor present at the hearing, the District will provide, without fee or charge to that party, an advisor of the District's choice, who may be, but is not required to be, an attorney, to conduct cross-examination on behalf of that party.

[END OF OPTION E]

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.

If a party or witness does not submit to cross-examination at the hearing, the decision maker(s) must not rely on any statement of that party or witness in reaching a determination regarding responsibility; provided, however, that the decision maker(s) cannot draw an inference about the determination regarding responsibility based solely on a party's or witness's absence from the hearing or refusal to answer cross-examination or other questions.

Hearings may be conducted with all parties physically present in the same geographic location or, at the discretion of the () decision maker(s) () Title IX Coordinator(s), any or all parties, witnesses, and other participants may appear at the hearing virtually, with technology enabling participants simultaneously to see and hear each other. At the request of either party, the decision maker shall provide for the hearing to occur with the parties located in separate rooms with technology enabling the decision maker(s) and parties to simultaneously see and hear the party or witness answering questions. The District will create an audio or audiovisual recording, or transcript, of any hearing and make it available to the parties for inspection and review.

[END OF OPTION 2]

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 () clear and convincing evidence standard. **[DRAFTING NOTE: Be sure to select the evidence standard selected previously (i.e., above).]**

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, () and hearings held; **[DRAFTING NOTE: The Board should only select this option if it permits hearings.]**
- 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, () 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. ~~() demotion;~~
- G. ~~() suspension with pay;~~
- H. suspension without pay;
- I. 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. ~~{DRAFTING NOTE: The Board should review applicable policy(ies)/administrative guidelines/employee handbooks to determine whether changes are needed to stated timelines related to imposition of discipline as result of possible delays caused by the Board's obligation to follow this grievance process; likewise, the Board may need to discuss with union representatives how implementation of this grievance process may impact any disciplinary provisions contained in applicable collective bargaining (e.g., timelines, permitted attendees at investigative interviews, etc.).}~~

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 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 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.

~~{DRAFTING NOTE: The Board may insert additional grounds on which an appeal may be filed.}~~

- D. The recommended remedies (including disciplinary sanctions/consequences) are unreasonable in light of the findings of fact (i.e., the nature and severity of the Sexual Harassment).
- E. _____

~~[] 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 _____ (5) 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. ~~[DRAFTING NOTE: If the Board indicated above an intent to ordinarily complete the grievance process, including any appeal, within sixty (60) days of receipt of the Formal Complaint, Neola suggests that the deadline for submitting a written appeal be set at "within () three (3) () five (5) days" of the appealing party's receipt of the decision-makers(s)' determination of responsibility.]~~

Nothing herein shall prevent the Superintendent from imposing any remedy, including 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 Coordinator(s). 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. ~~[DRAFTING NOTE: Select OPTION 1, OPTION 2, OPTION 3, or OPTION 4.]~~

~~[OPTION 1] The decision maker(s) for the appeal shall determine when each party's written statement is due. [END OF OPTION 1]~~

~~[OPTION 2] The parties' written statements in support of, or challenging, the determination of responsibility must be submitted within 5 days after the Title IX Coordinator provides notice to the non-appealing party of the appeal. [END OF OPTION 2]~~

~~[OPTION 3] The appealing party's written statement must be submitted within _____ days after the Title IX Coordinator receives notice of the appeal. The other party's written statement must be submitted within _____ days after the Title IX Coordinator provides that party a copy of the appealing party's written statement. () The appealing party will have _____ days to submit a rebuttal to the other party's written statement. [DRAFTING NOTE: Neola does not suggest that the Board select this extra option.] [END OF OPTION 3]~~

~~[OPTION 4] Specifically, the appealing party must submit with the notice of appeal a written statement challenging the determination of responsibility. The nonappealing party shall have up to _____ days after receipt of the appealing party's written statement to submit his/her written statement in support of the determination of responsibility. [END OF OPTION 4]~~

~~[DRAFTING NOTE: If the Board indicated above an intent to ordinarily complete the grievance process, including any appeal, within sixty (60) days of receipt of the Formal Complaint, Neola suggests that the deadline for both parties to submit a written statement pursuant to OPTION 2 be set at "within five (5) days" of the Title IX Coordinator providing notice to the non-appealing party of the appeal. If the Board selects OPTION 3, Neola suggests that the party's respective written statements be submitted within three (3) days of the triggering event (i.e., submission of the notice of appeal for the appealing party, and receipt of the appealing party's written statement for the nonappealing party), and if the Board selects the extra option in OPTION 3, Neola suggests the appealing party only have two (2) days after receipt of the non-appealing party's written statement to submit the rebuttal. Alternatively, in order to expedite the appeal, the Board could select OPTION 4 and require the appealing party to submit his/her written statement challenging the determination of responsibility at the same time s/he submits his/her notice of appeal. The nonappealing party would then be permitted to submit a written statement in support of the determination of responsibility within the same number of days that the appealing party had to submit the notice of appeal/statement challenging the determination of responsibility (e.g., three or five days, depending on the appeal deadline selected above).]~~

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-makers(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 5 days of when the parties' written statements were submitted. ~~[DRAFTING NOTE: If the Board indicated above an intent to ordinarily complete the grievance process, including any appeal, within sixty (60) days of receipt of the Formal Complaint, Neola suggests that the deadline for the decision-maker(s) of the appeal to issue the final decision be set at "within five (5) days" of the date the parties submitted their written statements, or the date a last written statement is submitted pursuant to Option 3 or Option 4.]~~

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 ~~() and/or hearing~~ **[DRAFT NOTE: Select this option if the Board permits hearings.]**, is a serious violation of this policy that can result in 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 ~~() and the principles of academic freedom as set forth in the applicable collective bargaining agreement.~~ In no case will a Respondent be found to have committed Sexual Harassment based on expressive conduct that is protected by the First Amendment ~~() and/or the principles of academic freedom specified in the Board's collective bargaining agreement with its teachers.~~

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 ~~() that includes hearings,~~ **[DRAFTING NOTE: Select this option if the Board permits hearings.]** appeals and informal resolution processes, as applicable; and
- D. how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias.

[X] All Board employees will be trained concerning their legal obligation to report Sexual Harassment to the Human Resources Coordinator ~~Title IX Coordinator~~. This training will include practical information about how to identify and report Sexual Harassment. **[DRAFTING NOTE: While the Title IX regulations do not specifically require this training, it is critical**

~~that the Board train all of the employees concerning this legal obligation since the Board will be considered to have "actual knowledge" of Sexual Harassment if any Board employee has notice of such conduct.]~~

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 ~~() and any audio or audiovisual recording or transcript that is made of any hearing~~ **[DRAFTING NOTE: Select this option if the Board permits live hearings.]**, 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, decisionmakers, and any person who facilitates an informal resolution process.

~~The District will make its training materials publicly available on its website. () If a person is unable to access the District's website, the Title IX Coordinator will make the training materials available upon request for inspection by members of the public.~~

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, decision-maker, decision-maker for appeals, facilitator of informal resolution processes, and advisor.

The Board also retains discretion to appoint two 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.

~~**[DRAFTING NOTE: The following option expressly sets forth authority that the Board has regardless of whether it is included in this policy, but is offered for those boards of education that may want to affirmatively communicate to/address these issues for readers of this policy.]**~~

[X] 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 References

20 U.S.C. 1681 et seq., Title IX of the Education Amendments of 1972 (Title IX)
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
42 U.S.C. 2000c et seq., Title IV of the Civil Rights Act of 1964
42 U.S.C. 2000d et seq.
42 U.S.C. 2000e et seq.
42 U.S.C. 1983
34 C.F.R. Part 106
OCR's Revised Sexual Harassment Guidance (2001)
20 U.S.C. 1092(F)(6)(A)(v)
34 U.S.C. 12291(a)(10)
34 U.S.C. 12291(a)(8)
34 U.S.C. 12291(a)(30)

Last Modified by Carrie L Yoho on August 19, 2020

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
August 24, 2020

Report 20-17

FOR ACTION

Subject:

Declaration of Obsolete Material – Furniture located at Owosso High School

Recommendation

Resolve that the Board of Education authorize the Owosso Public School's Operations department

Facts/Statistics:

Pursuant to Board Policy #7300, "the Board shall direct the periodic review of all District property and authorize the disposition by sale, donation, trade, or discard of any property not required for school purposes". As a result of the bond allowing for new furnishings at the secondary campus in a number of areas, it has been determined that there are items that no longer meet the needs of the district. This determination was made after a thorough review for potential utilization in other areas within the District including at the elementary and middle schools:

- 350 student desks
- 24 – 3' x 6' desks
- 50 student chairs
- Other miscellaneous furniture items

If authorized by the Board, the District will put these items up for bid through a closed bid process advertised on the District's website, the Argus-Press, district email and via Facebook in an effort to obtain the best prices. If items are not sold, the material will be disposed of or donated as deemed appropriate given the condition of the material. Proceeds from any sales of the items will be returned to the general fund.

Motion

Seconded

Vote – Ayes

Nays

Motion

OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
August 24, 2020
Report 20-18

FOR ACTION

Subject:

Tax Levy

Recommendation:

Resolve that the Board of Education approve the tax levy (L-4029) for 2020 as presented.

Statement of Purpose/Issue:

The tax levy must be approved by the Board of Education prior to October 1, 2020 in order to be included on the December 1 (winter) tax roll.

Facts/Statistics:

The tax levy was discussed during the 2020 Budget Hearing as required under the Truth in Taxation legislation.

- Consistent with the taxation rate for 2020, the operating millage rate, through the renewal of the operating millage in February 2013 will be at the maximum allowable by the State for the December of 2020 levy and is NOT subject to a Headlee rollback this year.
- The sinking fund levy is based on the full 2 mills voted on in during the August of 2018 election and IS subject to a Headlee rollback for 2020 (Millage Reduction Factor a.k.a. MRF of .9961) resulting in the **reduced rate of 1.9922**.
- The debt levy assessment which has also been included on the L-4029 at a millage rate consistent with the first and second year levy as proposed in the ballot language in November of 2017.

Due to fees assessed for summer tax collection, Owosso Public Schools does not levy taxes during the summer. This levy represents 100% of the taxes to be collected for the 2020 tax year.

Motion

Seconded

Vote – Ayes

Nays

Motion

Michigan Department of Treasury
614 (Rev. 01-20)

ORIGINAL TO: County Clerk(s)
COPY TO: Equalization Department(s)
COPY TO: Each township or city clerk

L-4029

2020 Tax Rate Request (This form must be completed and submitted on or before September 30, 2020)

MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS

Carefully read the instructions on page 2.

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes Shiawassee	2020 Taxable Value of ALL Properties in the Unit as of 5-26-2020 595,503,350
Local Government Unit Requesting Millage Levy Owosso Public Schools	For LOCAL School Districts: 2020 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. 184,064,879

This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2020 tax roll.

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election Charter, etc.	(5) ** 2019 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2020 Current Year "Headlee" Millage Reduction Fraction	(7) 2020 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
VOTED	Operating	2/2013	18.2259	18.2259	1.0000	18.2259	1.0000	18.2259	18.0000	18.0000	1/2034
VOTED	SINKING FUND	8/2018	2.0000	2.0000	.9961	1.9922	1.0000	1.9922	1.9922	1.9922	1/2024
VOTED	DEBT	11/2017	4.7300	4.7300	N/A	4.73000	1.0000	4.73000	4.73000	4.73000	1/2049

Prepared by _____ Telephone Number _____ Title of Preparer _____ Date **08/24/2020**

CERTIFICATION: As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary		Marlene Webster	08/24/2020
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President		Rick Mowen	8/24/2020

* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

** **IMPORTANT:** See instructions on page 2 regarding where to find the millage rate used in column (5).

Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2020 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	Rate
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	0.0000
For Commercial Personal	6.0000
For all Other	18.0000

Instructions For Completing Form 614 (L-4029) 2020 Tax Rate Request, Millage Request Report To County Board Of Commissioners

These instructions are provided under MCL Sections 211.24e (truth in taxation), 211.34 (truth in county equalization and truth in assessing), 211.34d (Headlee), and 211.36 and 211.37 (apportionment).

Column 1: Source. Enter the source of each millage. For example, allocated millage, separate millage limitations voted, charter, approved extra-voted millage, public act number, etc. Do not include taxes levied on the Industrial Facilities Tax Roll.

Column 2: Purpose of millage. Examples are: operating, debt service, special assessments, school enhancement millage, sinking fund millage, etc. A local school district must separately list operating millages by whether they are levied against ALL PROPERTIES in the school district or against the NON-HOME group of properties. (See State Tax Commission Bulletin 2 of 2020 for more explanation.) A local school district may use the following abbreviations when completing Column 2: "Operating ALL" and "Operating NON-HOME". "Operating ALL" is short for "Operating millage to be levied on ALL PROPERTIES in the local school district" such as Supplemental (Hold Harmless) Millages and Building and Site Sinking Fund Millages. "Operating NON-HOME" is short for "Operating millage to be levied on ALL PROPERTIES EXCLUDING PRINCIPAL RESIDENCE, QUALIFIED AGRICULTURAL, QUALIFIED FOREST AND INDUSTRIAL PERSONAL PROPERTIES in the local school district" such as the 18 mills in a district which does not levy a Supplemental (Hold Harmless) Millage.

Column 3: Date of Election. Enter the month and year of the election for each millage authorized by direct voter approval.

Column 4: Millage Authorized. List the allocated rate, charter aggregate rate, extra-voted authorized before 1979, each separate rate authorized by voters after 1978, debt service rate, etc. (This rate is the rate before any reductions.)

Column 5: 2019 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. Starting with taxes levied in 1994, the "Headlee" rollback permanently reduces the maximum rate or rates authorized by law or charter. The 2019 permanently reduced rate can be found in column 7 of the 2019 Form L-4029. For operating millage approved by the voters after April 30, 2019, enter the millage approved by the voters. For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 6: Current Year Millage Reduction Fraction. List the millage reduction fraction certified by the county treasurer for the current year as calculated on Form 2166 (L-4034), *2020 Millage Reduction Fraction Calculations Worksheet*. The millage reduction fraction shall be rounded to four (4) decimal places. The current year millage reduction fraction shall not exceed 1.0000 for 2020 and future years. This prevents any increase or "roll up" of millage rates. Use

1.0000 for new millage approved by the voters after April 30, 2020. For debt service or special assessments not subject to a millage reduction fraction, enter 1.0000.

Column 7: 2020 Millage Rate Permanently Reduced by MCL 211.34d ("Headlee") Rollback. The number in column 7 is found by multiplying column 5 by column 6 on this 2020 Form L-4029. This rate must be rounded DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter "NA" signifying "not applicable."

Column 8: Section 211.34 Millage Rollback Fraction (Truth in Assessing or Truth in Equalization). List the millage rollback fraction for 2020 for each millage which is an operating rate. Round this millage rollback fraction to 4 decimal places. Use 1.0000 for school districts, for special assessments and for bonded debt retirement levies. For counties, villages and authorities, enter the Truth in Equalization Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON CEV FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. Use 1.0000 for an authority located in more than one county. For further information, see State Tax Commission Bulletin 2 of 2020. For townships and cities, enter the Truth in Assessing Rollback Fraction calculated on STC Form L-4034 as TOTAL TAXABLE VALUE BASED ON ASSESSED VALUE FOR ALL CLASSES/TOTAL TAXABLE VALUE BASED ON SEV FOR ALL CLASSES. The Section 211.34 Millage Rollback Fraction shall not exceed 1.0000.

Column 9: Maximum Allowable Millage Levy. Multiply column 7 (2020 Millage Rate Permanently Reduced by MCL 211.34d) by column 8 (Section 211.34 millage rollback fraction). Round the rate DOWN to 4 decimal places. (See STC Bulletin No. 11 of 1999, Supplemented by Letter of 6/7/2000.) For debt service or special assessments not subject to a millage reduction fraction, enter millage from Column 4.

Column 10/Column 11: Millage Requested to be Levied. Enter the tax rate approved by the unit of local government provided that the rate does not exceed the maximum allowable millage levy (column 9). A millage rate that exceeds the base tax rate (Truth in Taxation) cannot be requested unless the requirements of MCL 211.24e have been met. For further information, see State Tax Commission Bulletin 2 of 2020. A LOCAL School District which levies a Supplemental (Hold Harmless) Millage shall not levy a Supplemental Millage in excess of that allowed by MCL 380.1211(3). Please see the memo to assessors dated October 26, 2004 regarding the change in the collection date of certain county taxes.

Column 12: Expiration Date of Millage. Enter the month and year on which the millage will expire.

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
August 24, 2020**

Report 20-19

FOR ACTION

Subject:

New Teacher Hire

Recommendation:

Resolve that the Board of Education approve the hiring of the following certified staff:

Name	Building/Grade	Recommending Administrator	Salary Schedule Step
Makala Brown	Owosso High School English Teacher	Superintendent Dr. Tuttle	BA Step 1 Salary \$39,944

Please note the Step rate is based upon the 2019-2020 salary schedule of the OEA Master Agreement and is subject to negotiations of the 2020-2021 OEA Master Agreement.

District Goal Addressed:

Routine Business

Motion

Seconded

Vote – Ayes

Nays

Motion

Future Action

**OWOSSO PUBLIC SCHOOLS
Board of Education Meeting
August 24, 2020**

Report 20-20

FOR FUTURE ACTION

Subject:

Head Start Purchase of Service Agreement between Capital Area Community Services (C.A.C.S.) and Owosso Public Schools (OPS)

Recommendation:

Recommend that Board authorize the Superintendent to sign the proposed Purchase of Service Agreement with CACS.

Rationale:

This is a continuation of a service agreement between CACS from prior years and has proven to be a mutually beneficial arrangement for both parties.

Facts/Statistics:

The CACS arrangement with OPS to provide preschool services at the Bentley Bright Beginnings location up to a maximum of twelve Head Start eligible students has been an on-going arrangement for the last several years. The arrangement enhances the ability of the school district to provide a full day experience for these students while being fiscally responsible. The partnership allows flexibility for offsetting some administrative costs for the program that cannot be achieved through other funding streams.

The District will continue to look for arrangements like these that are beneficial to the students and create meaningful partnerships.

Motion
Seconded
Vote – Ayes Nays Motion

FULL DAY PART YEAR HEAD START PURCHASE OF SERVICE AGREEMENT
BETWEEN
CAPITAL AREA COMMUNITY SERVICES, INC.
AND
OWOSSO PUBLIC SCHOOLS
2020-2021

Original to: CACS Finance Dept.
Provider

Copy to: CACS Executive Director
HS Associate Director
Program Supervisor

**C.A.C.S. HEAD START
CHILD CARE PARTNERSHIP SERVICE AGREEMENT**

THIS AGREEMENT, with the effective date of the 1st day of August, 2020, is entered into by and between **CAPITAL AREA COMMUNITY SERVICES, INC.**, a Community Action Agency, and **Owosso Public Schools** (hereinafter referred to as the "Provider") and together as Parties.

RECITALS:

WHEREAS, Capital Area Community Services (C.A.C.S.) is a recipient of a U.S. Department of Health and Human Services (DHHS) grant for the support of the project entitled "Head Start Full Day Part Year" (hereinafter referred to as "Head Start"). The details of the grant agreement are as follows:

CFDA Number:	93.600
CFDA Title:	HEAD START
Grant Number:	05CH8365

WHEREAS, the C.A.C.S. Head Start is subject to the requirements in the Head Start Act (42 U.S.C. § 9801 *et seq.*), the Head Start Performance Standards (45 C.F.R. Chapter XIII), the Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards (45 CFR Part 75), the HHS Grants Policy Statement and other terms and conditions under the grant;

WHEREAS, the Provider is a child day care provider licensed by the State of Michigan;

WHEREAS, C.A.C.S. Head Start and the Provider desire to collaborate so as to provide comprehensive Head Start Full Day, Part Year services to eligible children and their families;

WHEREAS, C.A.C.S. Head Start has determined that the grant objectives will be best met by entering into a contractor relationship for the services in this Agreement; and

WHEREAS, Provider is eligible to receive a contract of federal funds and desires to contract with C.A.C.S., and understands that federal rules attach to this Agreement as set forth in the Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED**, as follows:

ARTICLE I - SCOPE OF SERVICES

- A. The Provider agrees to provide Head Start preschool services, defined as 7 hours per day, 4 days per week, to a maximum of Twelve (12) Head Start eligible children in its facility for a minimum of 128 days. The provider agrees to cooperate with C.A.C.S. Head Start in supporting each child's educational, nutritional and developmental needs as described in Attachment B entitled "Description of Services." Services are subject to the applicable Head Start Performance Standards, rules and regulations governing Head Start. The Provider agrees to comply with and assist C.A.C.S. Head Start in complying with the said terms.

ARTICLE 2 - COMPENSATION FOR ADMINISTRATION OF HEAD START SERVICES

- A. C.A.C.S. Head Start agrees to pay the provider for services specified in Attachment B on a monthly basis in accordance with Attachment A, "Compensation for Services". Provider must document all services provided, and submit an invoice based on documented Enrollment, and C.A.C.S. Head Start will issue payment approximately two weeks after receiving the invoice from the Provider. Checks will be made payable to Owosso Public Schools. The total contract amount will not exceed \$ 44,286.75

Provider acknowledges that monetary payments from C.A.C.S. Head Start will be based on the number of children served whose families are eligible for Head Start funding.

Provider acknowledges that funding provided pursuant to this Agreement is provided to enhance the quality of Provider's educational services and is not provided to enable Provider to divert its other funds for other purposes. Provider agrees that funding levels for its education services shall not be diminished and that funding under this Agreement shall not be diverted for profit.

- B. In addition to monetary compensation, C.A.C.S. Head Start agrees to:
1. Loan equipment, if necessary, as outlined in Attachment A. C.A.C.S. Head Start will retain title to all equipment provided under this agreement.
 2. Provide payment for training activities and course work for Provider staff as determined by C.A.C.S. Head Start and in accordance with Attachment A.
- C. Match. The Provider agrees to provide services uncompensated by the payments under this Agreement and funded by non-federal sources with a minimum value of \$ 9,600.00 to be used towards C.A.C.S. Head Start's cost share or match for its Head Start grant as defined by 45 CFR § 75.2.
1. The Provider agrees that the cost of in-kind services used for match must meet the following criteria:
 - a. Are verifiable from the Provider's records;
 - b. Are not included as contributions for any other Federal award;
 - c. Are necessary and reasonable for accomplishment of this project's or program objectives;
 - d. Are allowable under Subpart E of 45 CFR part 75;
 - e. Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
 - f. Are provided for in the approved budget of this project; and
 - g. Conform to other provisions of 45 CFR Part 75, as applicable.
 2. For purposes of this Agreement, volunteer services furnished by third-party professional and technical personnel, consultants, and other skilled and unskilled labor may be counted as cost sharing or matching if the service is an integral and necessary part of this project.
 3. Rates for third-party volunteer services must be consistent with those paid for similar work by the Provider. In those instances in which the volunteer does not have the required skills, rates must be consistent with those paid for similar work in the labor market in which the Provider competes for the kind of services involved. In either case, paid fringe benefits that are reasonable, necessary, allocable, and otherwise allowable may be included in the valuation.

4. Proof of match must include evidentiary documentation sufficient to meet audit requirements as specified by C.A.C.S Head Start. Failure to provide documentation of match will result in delay of monthly payment to the Provider. Failure to meet match requirement may result in financial consequences commensurate with the deficiency and/or termination of the Agreement. Match requirement is on a cumulative basis for the entire contract period.

ARTICLE 3 - LIMITATION OF PAYMENTS

All payments by C.A.C.S. Head Start to the Provider for services performed under this Agreement are subject to availability of funds from Department of Health and Human Services.

In the event that any payments to the Provider under this Agreement are subsequently disallowed by the Federal government as items of costs of this Agreement, the Provider shall repay C.A.C.S. Head Start, on demand, the amount of any such disallowed items. At the discretion of C.A.C.S. Head Start, C.A.C.S. Head Start may deduct such amount from subsequent payments to be made to the Provider hereunder, without prejudice, however, to the Provider's right thereafter to establish the allowance of any such item of cost under the Agreement.

ARTICLE 4 - TERM

The term of this Agreement between C.A.C.S. Head Start and Provider shall be for a ten (10) month period commencing August 1, 2020 and continuing through May 31, 2021, at the end of which period this Agreement shall terminate.

ARTICLE 5 - TERMINATION

Notwithstanding any other provision in this Agreement to the contrary, this Agreement may be terminated in whole or in part by either party at any time, with or without cause, upon thirty (30) days written notice, delivered by Certified Mail, Return Receipt Requested at the C.A.C.S.. Head Start or Provider address.

ARTICLE 6 - PROJECT DIRECTOR

The C.A.C.S. Head Start Project Director is Lucy McClintic. The project director is not authorized to change any element of this Agreement. All changes shall be consummated by formal written amendment.

ARTICLE 7 - PROJECT INVESTIGATOR

The Provider's principal investigator responsible for the conduct of the work to be performed under this agreement is Carrie Chance.

ARTICLE 8 - EQUIPMENT

Equipment owned by C.A.C.S. Head Start and loaned to the Provider shall be properly cared and accounted for by the Provider. C.A.C.S. Head Start will pay for necessary repairs required through no fault of the Provider. Such equipment shall not be disposed of without prior written approval of the C.A.C.S. Head Start. At the termination of this or any successor Agreement, said equipment shall be returned to C.A.C.S. Head Start, unless otherwise disposed of in accordance with this section.

ARTICLE 9 - EVALUATION, REPORTING, AND INFORMATION REQUIREMENTS

- A. The Provider agrees to furnish C.A.C.S. Head Start with additional demographic, programmatic and financial information regarding Head Start enrollees that C.A.C.S. Head Start may require for effective management of services or to respond to funding or regulatory agencies. Such information shall be furnished within a reasonable period by the Provider.
- B. The Provider agrees to maintain enrollment, fiscal, attendance, personnel, daily program plans and other records sufficient to document that the Provider has met the performance requirements of this Agreement. These records shall be subject to review at a co-location site by personnel of C.A.C.S. Head Start staff / agents authorized by Head Start., DHHS representatives and appropriately authorized legal or regulatory authorities.
- C. The Provider agrees to maintain fiscal and program records at its office for three (3) years after the last day of services under this Agreement, provided that C.A.C.S. Head Start may, by furnishing written notice during the term, require continued retention of records to allow completion of an audit by Head Start, regulatory bodies or funding agencies.
- D. C.A.C.S. Head Start may duplicate, use and disclose all information as it pertains to this Agreement.
- E. C.A.C.S. Head Start staff may evaluate the performance of the Provider in regard to the provisions of this Agreement at any time. C.A.C.S. Head Start reserves the right to authorize independent evaluations under this paragraph at its own expense.

ARTICLE 10 - COMPLIANCE WITH THE LAW, REQUIREMENTS, STANDARDS, LICENSES

- A. The Provider agrees to comply with all applicable federal, state, and local laws, regulations, rules, and certifications including, but not limited to, those pertaining to its child care facilities, child care program, staff requirements and all other applicable requirements during the term of this Agreement. These requirements include, but are not limited to, current health, fire and program licenses, certification of staff and staff training when required, and all the applicable laws, regulations, rules and certifications which are or will become effective during the period of this Agreement, including the Head Start Performance Standards.
- B. Failure to maintain health and safety standards and/or endanger a child through negligence or failure to report suspected child abuse/neglect may be cause for immediate suspension or cancellation of this Agreement, notwithstanding any other provision of this Agreement.
- C. Loss of any applicable local or state license by Provider shall be cause for immediate cancellation of this Agreement, notwithstanding any other provision of this Agreement.
- D. If the Provider is cited for failure to comply with any applicable federal, state or local laws, the Provider will report such information to C.A.C.S. Head Start within 24 hours. Any delay in timely reporting may result in termination of this agreement.
- E. C.A.C.S. Head Start shall provide consultation to the Provider regarding program deficiencies or violation of Head Start Performance Standards and, except for deficiencies noted above, shall permit a reasonable period of time for the Provider to achieve compliance with applicable requirements.

ARTICLE 11 - EQUAL EMPLOYMENT OPPORTUNITY

The Provider shall comply with any applicable licensing requirements of the State of Michigan in the operations and staffing of personnel to provide services under this Agreement. No persons shall, on the grounds of race, color, religion, age, sex, sexual preference, disability, marital, public assistance status, creed, national origin, height, weight, marital status, or other protected class, be excluded from full employment rights in, participation in, be denied the benefits or be otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination including, but not limited to, the Civil Rights Act of 1964. The Provider will furnish all information and reports required by C.A.C.S. Head Start and by the rules and regulations to ascertain compliance with such rules, regulations and orders.

No qualified handicapped person, as defined by DHHS, Title 45 of the Code of Federal Regulations (45 CFR), Part 84.3 (J) and (K), which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C., 704, under Executive Order No. 11914 (41 FR 17871, April 28, 1976) shall be denied access to or opportunity to participate in or receive benefits from any service offered by the Provider under the terms and provisions of this Agreement, nor be subject to discrimination in employment under any program or activity related to the services provided by the Provider.

If during the term of this Agreement, or any extension thereof, it is discovered that the Provider is not in compliance with applicable regulations regarding non-discrimination, or if the Provider engaged in any discriminatory practice as described in this Article, C.A.C.S. Head Start may terminate this Agreement as provided in Article 3.

ARTICLE 12 - DATA PRIVACY

All data collected, created, received, maintained or disseminated for any purpose in the course of the Provider's performance of this Agreement is governed by the Family Educational Right to Privacy Act of 1974, as amended (20 USC 1232g), more commonly known as the "Buckley Amendment", and the laws of the State of Michigan relating to student records including, but not limited to, Section 600.2165 of the Michigan Compiled Laws (MCL 600.2165) and the rules regulations promulgated from each. The Provider agrees to abide by these statutes, rules and regulations. Each party may obtain an appropriate release of information form for each Head Start enrollee that authorizes release of enrollee information between C.A.C.S. Head Start and the Provider. Enrollee information includes the enrolled child, the child's parents, and immediate family members or guardian. Information includes identification, health, developmental, family service or information directly pertinent to determining eligibility for Head Start services and provision, coordination and evaluation of services.

ARTICLE 13 - CONDITIONS OF THE PARTIES' OBLIGATIONS REGARDING FUNDING AND REGULATIONS

In the event that there is a revision or interpretation of federal, state or local regulations or laws governing Head Start or child care funding or other requirements governing either Party which might make this Agreement or any portion thereof ineligible for local, state or federal financial participation, the Parties shall review the Agreement to determine if it is feasible to comply with the federal, state or local regulations or laws. Refusal to re-negotiate this Agreement under such circumstances or to find a mutually acceptable means to meet the requirements of both Parties shall be cause for termination of this Agreement as of the date when this Agreement is ineligible for applicable federal, state, or local financial participation.

When required by the funding or regulatory agency, the Provider shall, at its expense, document compliance with the regulations of all county, state and federal agencies, and any regulatory agency acting under agencies of the U.S. Department of Health and Human Services, or other public sources of financial assistance.

ARTICLE 14 - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the Provider is an independent contractor. The employees, servants or agents of the Provider shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of Capital Area Community Services, Inc. and shall not be entitled to any fringe benefits of Capital Area Community Services, Inc., such as, but not limited to, health and accident insurance, life insurance, longevity, or paid sick or vacation leave. The Provider shall be responsible for paying all compensation due its personnel for services they have performed under this Agreement and for withholding and payment of all applicable taxes including, but not limited to, income and social security taxes to the proper Federal, State and local governments. The Provider shall carry workers' disability compensation coverage and pay unemployment compensation coverage for its personnel, as required by law.

ARTICLE 15 - INDEMNIFICATION AND HOLD HARMLESS

The Provider shall, at its own expense, protect, defend, indemnify, save and hold harmless Capital Area Community Services, Inc., its Board members, officers, employees, and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees, that the Capital Area Community Services, Inc. and its Board members, officers, employees, and agents may incur as a result of any acts, omissions or negligence of the Provider or any of its employees, agents or subcontractors that may arise out of this Agreement.

The Provider's indemnification responsibilities under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out on behalf of or reimbursed to the Capital Area Community Services, Inc., its Board members, officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Provider.

ARTICLE 16 - STATEMENT OF ASSURANCE

During the performance of this Agreement, the Provider herein assures C.A.C.S. Head Start that the Provider is in compliance with all applicable laws including, but not limited to:

- A. Title VII of the 1964 Civil Rights Act, as amended, in that the Provider does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the said Provider's employees or applicants for employment.
- B. In accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," 2 CFR Part 376, Non Procurement Debarment & Suspension, the Provider certifies that it has not been debarred or suspended from participation in any federally-funded contracts. (The debarment and suspension list can be found at www.sam.gov.) The Provider further agrees to promptly notify C.A.C.S. Head Start should either it or its principals become debarred or suspended.
- C. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of

Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- D. The Provider understands and agrees that this Agreement is conditioned upon the veracity of this Statement of Assurance.

ARTICLE 17 – INSURANCE

The Provider shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to C.A.C.S. Head Start and have a minimum A.M. Best Company's Insurance Reports rating of A or A- (Excellent).

- A. Workers' Disability Compensation Insurance. Workers' Disability Compensation Insurance including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- B. Professional Liability Insurance. Professional Liability Insurance (Errors and Omissions) covering professionals providing services with limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate.
- C. Commercial General Liability Insurance. Commercial General Liability Insurance on an "occurrence basis" only with limits of liability of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00) per occurrence and THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00) aggregate, covering personal injury, bodily injury and property damage. Coverage shall include the following: (1) Broad Form General Liability Endorsement or equivalent if not in policy proper; (2) Contractual Liability; and (3) Independent Contractors coverage.
- D. Motor Vehicle Liability. If Provider transports any EHS-CC pupils under this Agreement, it shall procure and maintain, Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) per occurrence and THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00) aggregate, covering bodily injury and property damage. Coverage shall include all owned, non-owned and hired vehicles.
- E. Additional Insured. The Professional Liability Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall list the following as "Additional Insured"; Capital Area Community Services, Inc. and all Capital Area Community Services, Inc.'s Board members, officers, employees and agents.
- F. Cancellation Notice. Workers' Disability Compensation Insurance, Professional Liability Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance as described above, shall include on their certificates of insurance, which are to be submitted to C.A.C.S. Head Start as required below, an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Miguel Rodriguez, Executive Director, Capital Area Community Services, Inc., 101 E. Willow St., Lansing, Michigan 48906.

- G. Proof of Insurance. The Provider shall provide to C.A.C.S. Head Start at the time this Agreement is executed, with certificates of insurance for each of the policies mentioned above. If so requested, certified copies of policies shall be furnished.
- H. Continuation of Coverage. If any of the above coverage expires during the term of this Agreement, the Provider shall deliver renewal certificates and/or policies to Capital Area Community Services, Inc.'s Executive Director at address noted above, at least ten (10) days prior to the expiration date.

ARTICLE 18 - DEFAULT

- A. Neither Party hereto shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of the public authorities, or delays or defaults caused by public carriers, which cannot reasonably be forecast or provided against.
- B. Unless the Provider's fault is excused under the provisions of this Agreement, the Provider, after receipt of notice by C.A.C.S. Head Start of any of the following conditions shall have five (5) working days after receipt of notice from C.A.C.S. Head Start to cure the specified failure:
1. The Provider fails to provide services called for by the Agreement within the time specified herein or any extension thereof; or
 2. The Provider fails to perform any of the other provisions of this Agreement including, but not limited to, a failure to cooperate with any evaluation procedure which may be required, or so fails to prosecute the work to endanger performance of the Agreement in accordance with its terms; or
 3. It is discovered that material representations were untrue when made by the Provider as to conditions relied upon by the C.A.C.S. Head Start grant, which purported to exist by the terms of this Agreement.
- C. If the Provider fails to correct the specified conditions after notice within the prescribed period of time, then C.A.C.S. Head Start may upon written notice, immediately cancel this Agreement.
- D. The rights and remedies of C.A.C.S. Head Start provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

ARTICLE 19 - SPECIAL PROVISIONS

The clauses, certifications and/or regulations and Federal Assurances identified in Attachment D are incorporated by reference into this Agreement. The Provider shall comply with such clauses, certifications, regulations and Federal Assurances.

ARTICLE 20 - NOTICES

Any notice required to be given pursuant to the provisions of this Agreement shall be in writing and shall be sent by first class mail to C.A.C.S. Head Start at:

Capital Area Community Services, Inc.
101 E. Willow St.
Lansing, Michigan 48906
Attention: Carrie Chance
Ph (517) 482-1504 Ext. 136
Fax (517) 482-1448

And to the Provider:
Owosso Public Schools
Attn: Dr. Andrea Tuttle
645 Alger St.
Owosso, MI. 48867
Ph (989) 729-5667

ARTICLE 21 - WAIVERS

No failure or delay on the part of either of the Parties in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by C.A.C.S. Head Start of any payment due to the Provider constitute or be construed as a waiver by C.A.C.S. Head Start of any breach of a provision of this Agreement, or any default which may exist, on the part of the Provider, and the making of any such payment by C.A.C.S. Head Start while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to C.A.C.S. Head Start in respect to such breach or default.

ARTICLE 22 - AMENDMENTS OR MODIFICATIONS

All modifications, amendments or waivers of any provision of this Agreement or the services to be performed hereunder, shall be made only by the written mutual consent of the parties hereto.

ARTICLE 23 - ASSIGNMENT OR SUBCONTRACTING

The Provider shall not assign, subcontract or otherwise transfer its duties and/or obligations under this Agreement, without the prior written consent of C.A.C.S. Head Start.

ARTICLE 24 - APPLICABLE LAW AND VENUE

This Agreement shall be construed according to the laws of the State of Michigan. In the event any actions arising under this Agreement are brought by or against C.A.C.S. Head Start, or C.A.C.S. Head Start is made a party thereof, C.A.C.S. Head Start and the Provider acknowledge and agree that the venue for such actions shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event an action is brought in a Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

ARTICLE 25 - TITLES

The titles of the articles and sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

ARTICLE 26 - COMPLETE AGREEMENT

This Agreement and the attached Attachment A - Compensation for Services, Attachment B - Description of Services, Attachment C - Head Start Performance Standards and Rules and Regulations Governing Head Start Operation, Attachment D - Special Provisions and Attachment E – Standards of Conduct, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind either of the Parties.

ARTICLE 27 - SEVERABILITY

If any clause or provision of this Agreement is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or unenforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable provision of this Agreement results in the illegality or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision became invalid or unenforceable.

ARTICLE 28 - CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT

The persons signing on behalf of the Parties to this Agreement certify by their signatures that they are duly authorized to sign this Agreement on behalf of the Parties and that this Agreement has been authorized by the Parties.

CAPITAL AREA COMMUNITY SERVICES, INC.:

FOR THE PROVIDER:

By: _____
Miguel Rodriguez
Executive Director

By: _____
(Signature)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

Date: _____

Date: _____

ATTACHMENT A
COMPENSATION FOR SERVICES

Cash Compensation:

C.A.C.S. agrees to pay the provider for all agreed upon services provided on the following pay schedule:

September 2020	\$ 4,920.75
October 2020	\$ 4,920.75
November 2020	\$ 4,920.75
December 2020	\$ 4,920.75
January 2021	\$ 4,920.75
February 2021	\$ 4,920.75
March 2021	\$ 4,920.75
April 2021	\$ 4,920.75
May 2021	\$ 4,920.75

Each payment will be invoiced to C.A.C.S. prior to payment. Checks will be made payable to **Owosso Public Schools**. Checks are on an approximate two week turn around. The total contract amount will not exceed **\$ 44,286.75**. The total contract amount includes a 2.0% cost-of-living adjustment in the amount of **\$ 886.16** for salary and fringe benefit enhancement. This amount will be a permanent adjustment to your per child rate.

Non-Cash:

- C.A.C.S. Head Start will make available for loan a variety of approved and necessary resources and classroom equipment. If said equipment is valued at over \$100.00, it will remain the property of C.A.C.S. Head Start. Any supplies or equipment purchased using the classroom supplies allowance will remain the property of the provider.
- Access to the Head Start resource room library(s) and resource equipment.
- Consultation from C.A.C.S. Head Start support staff including, but not limited to, nurses, nutritionist, mental health specialists, oral health coordinator, dual language support coordinator, and special needs staff will be provided as needed.
- C.A.C.S. is committed to professional development. If funds are available, there are opportunities for teaching staff, working directly with Head Start children, to pursue higher education and certifications as they relate to providing high quality services to children and families. All professional development requests must be made in writing to the C.A.C.S. and have prior approval. Reimbursement requests must be submitted to C.A.C.S. upon validation and completion of coursework.

Non-Federal Share/In-kind Match:

Provider shall submit documentation regarding the Non-Federal Share/ Match in accordance with Article 2 of this agreement. Such documentation shall include but not be limited to the following:

- Parent sign-in sheets for any related volunteer activities,
- Documentation for any donations related to Head Start services including but not limited to books, supplies, time for speakers and field trips
- LINKS sheets and/or Steps to Success sheets
- Director/Owner time directly related to Head Start activities such as staff supervision, site meetings, C.A.C.S. Head Start Provider meetings, etc.

ATTACHMENT B
DESCRIPTION OF SERVICES

The Provider Agrees:

- 1.) To maintain a current Michigan Child Day Care license.
- 2.) To participate in a child nutrition food program sponsored by the US Department of Agriculture and to meet all requirements.
- 3.) To cooperate and coordinate with C.A.C.S. Head Start staff to maintain compliance with the Head Start Performance Standards.
- 4.) To provide consistent, high quality, preschool experience which is focused to the developmental stages of each enrolled child.
- 5.) To provide 128 days of services to enrolled families and to document absences as directed.
- 6.) To assist C.A.C.S. Head Start staff in recruiting eligible families by communicating with eligible parents to gather required documents and other information for enrollment.
- 7.) To assist C.A.C.S. Head Start staff in assuring provider staff working with Head Start children meet the education requirements.
- 8.) To adhere to the minimum Standards of Conduct in Attachment E
- 9.) To train its teachers to implement an approved valid and reliable curriculum and philosophy appropriate to the age of each child.
- 10.) The provider will provide at no cost the Head Start families, the following:
 - At least 1/2 to 2/3 of the enrolled children's daily nutritional needs in the form of meals and snacks, per the Head Start Performance Standards.
 - The provider will not charge Head Start parents any application or materials fees.
- 11.) To allow access to, and cooperate with, authorized C.A.C.S. Head Start staff, contractors and consultants in the observation and evaluation of the child care program C.A.C.S. Head Start will conduct scheduled or unannounced visits during Provider's posted hours of operation. Contractors will have, at a minimum, a Department of Health and Human Services Central Registry Clearance if visiting a site without a Head Start staff member.
- 11.) Make its staff available at mutually agreed upon times to meet with C.A.C.S. Head Start staff to discuss each child's progress and overall needs of the Head Start grant and to participate in all reviews requested by C.A.C.S. Head Start funding source.
- 12.) To ensure staff practice Active Supervision Strategies so that children are supervised at all times and never left unattended.
- 13.) The provider must not expel or exclude a child based on behavior. The CACS Positive Guidance Approach Plan must be followed.
- 14.) Provider must follow Michigan Department of Education guidelines in regards to seclusion and restraint policies for preschool children.

- 15.) To complete and provide the following documentation for anyone who has contact with children (provider, assistant and substitutes) and to keep a record on site:
- Comprehensive background check (fingerprinting)
 - Signed Confidentiality Statement
 - Physical and TB
- 16.) To attend required Head Start meetings and trainings.
- 17.) To ensure the lead teacher has a Bachelor's degree in Child Development or related field.
- 18.) To maintain and/or complete the following documentation as required for each Head Start child's file:
- Screenings and Assessments
 - Physical and Immunizations
 - Family Contacts as necessary
- 19.) To submit the following documentation as directed:
- Lesson Plans
 - Weekly Program Attendance
 - Monthly In-kind Documentation
 - Monthly menus
 - Home Visit reports
 - Parent Teacher Conference forms
 - Ongoing Child Assessment information at least three (3) times per year
 - Monthly billing.
- 20.) To complete two (2) home visits annually with each enrolled Head Start child, and at least two (2) parent/teacher conferences, in accordance with Head Start Performance Standards.
- 21.) To encourage families to have their children in attendance on a regular basis. C.A.C.S reserves the right to withhold reimbursement for children with inconsistent attendance.
- 22.) If abuse of any child is suspected, Provider shall report in compliance with the laws of the State of Michigan. Also, Provider shall notify C.A.C.S. Head Start in writing of all actions taken by Provider or by others to Provider's knowledge concerning Child Abuse and Neglect.
- 23.) To notify C.A.C.S. Head Start Child Care Provider Supervisor within 24 hours of any reports made by the Provider or parent to the licenser or to Child Protective Services regarding allegations of child abuse or neglect. This will include any reports involving the provider or other individuals having access to the Provider's site.
- 24.) Use, at Provider's cost, the C.A.C.S. Head Start logo in its literature, signage and advertisements. Upon the termination of this Agreement, Provider shall remove and discontinue use of the C.A.C.S. Head Start logo and any reference to an affiliation, past or present, with Head Start.
- 25.) Give C.A.C.S. Head Start written notice, at least thirty (30) days in advance, of any changes in the curriculum or program that will affect the quality, extent, timeliness, or frequency of service delivered under the terms of this Agreement. Provider further agrees that no such changes shall be implemented without the prior written consent of C.A.C.S. Head Start. C.A.C.S. is not required to make payment for services rendered unless C.A.C.S. Head start has given written approval of such changes.

C.A.C.S. HEAD START RESPONSIBILITIES

C.A.C.S. Head Start agrees:

- 1.) To coordinate and ensure that each partner has the necessary training, resources, and support to assist C.A.C.S. Head Start staff to ensure compliance with maintaining the Head Start Guidelines and the Head Start program design. C.A.C.S. Head Start staff will monitor compliance with the Head Start Performance Standards.
- 2.) To provide ongoing training, support and evaluation which includes, but is not limited to, bi-monthly visits both scheduled and unannounced during hours of operation to ensure quality of services and compliance with contracts, Head Start Performance Standards, and Head Start program design.
- 3.) To recruit and enroll eligible families.
- 4.) To provide information to parents that explains Head Start services, requirements and expectations.
- 5.) To support the provider to ensure the following:
 - Developmental screening and follow-up.
 - On-going assessment and follow-up.
 - Special needs referral and follow-up.
 - Parent involvement and enrichment activities including Head Start Governance opportunities.
 - Linking families to community supports and resources.
 - Social services to families including Family Partnership Agreements.
 - Mental health consultation.
 - Nutrition and health consultation.
- 6.) To loan equipment as available to the provider.

**ATTACHMENT C
HEAD START PERFORMANCE STANDARDS
AND
RULES AND REGULATIONS GOVERNING
HEAD START OPERATION**

Name of Provider: _____.

The Head Start Program Manual is available online at www.cacsheadstart.org/

Instructions: Please go to the bottom of the web page and click on Staff Login

User Name: Head Start

Password: cacs1234

Proceed to "Employees" and click. The program manual will be listed.

I understand that I am responsible for reading and understanding the above document

Provider Signature

Date

**ATTACHMENT D
SPECIAL PROVISIONS
DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)
ADMINISTRATION FOR CHILDREN AND FAMILIES (ACF)**

STANDARD TERMS AND CONDITIONS - DISCRETIONARY GRANTS

The attached Head Start Child Care Partnership Service Agreement is subject to Federal legislation and to DHHS and ACF regulations and policies. These include, but are not limited to, the following:

1. Title 45 of the Code of Federal Regulations Part 75 Uniform Administrative Requirements, Cost Principles and Audit Requirements for HHS Awards.
2. Other DHHS regulations codified in Title 45 of the Code of Federal Regulations [<http://www.hhs.gov/progorg/grantsnet/adminis/cfr45.html>]

- Part 46 - Protection of Human Subjects
- Part 76 - Governmentwide Debarment and Suspension (Non-Procurement) and Governmentwide Requirements for Drug-Free Workplace (Grants)
- Part 80 - Nondiscrimination Under Programs Receiving Federal Assistance through the DHHS Effectuation of Title VI of the Civil Rights Act of 1964
- Part 81 - Practice and Procedure for Hearings Under Part 80 of this Title
- Part 84 - Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance
- Part 86 - Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving or Benefitting From Federal Financial Assistance
- Part 91 - Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance
- Part 93 - New Restrictions on Lobbying

For Head Start Programs [<http://www2.acf.dhhs.gov/programs/hsb/html/regulations.html>]

- Part 1304 - Program Performance Standards for the Operation of Head Start Programs by Grantee and Delegate Agencies
 - Part 1305 - Eligibility, Recruitment, Selection, Enrollment and Attendance in Head Start
 - Part 1306 - Head Start Staffing Requirements and Program Operations
 - Part 1308 - Head Start Program Performance Standards on Services for Children with Disabilities
3. 37 CFR Part 401 - Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements. [<http://www.access.gpo.gov/nara/cfr/waisidx/37cfr401.html>]
 4. The DHHS Inspector General maintains a toll free number, **800-HHS-TIPS** (800-447-8477), for receiving information concerning fraud, waste or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to

give their names if they choose to remain anonymous.
[\[http://www.dhhs.gov/progorg/oei/hotline/hhshot.html\]](http://www.dhhs.gov/progorg/oei/hotline/hhshot.html)

5. The Provider will take all necessary affirmative steps to ensure that small, minority and woman-owned business firms are utilized when possible as sources of supplies, services, equipment and construction. To the extent practicable, all equipment and products purchased with funds made available through this award should be American-made.
6. Failure to submit reports (i.e., financial, progress, or other required reports) on time may be the basis for withholding financial assistance payments, suspension, termination or denial of refunding. A history of such unsatisfactory performance may result in designation of "high risk" status for the recipient organization and may jeopardize potential future funding from DHHS.
7. Under Section 508 of Public Law 103-333, the following condition is applicable to all Federal awards:

"When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds including, but not limited to, State and local governments and recipients of Federal research grants shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) the percentage and dollar amount of total costs of the project or program that will be refinanced by nongovernmental sources."
8. Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children's Act of 1994, requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment.
[\[http://www.ed.gov/legislation/GOALS2000/TheAct/sec1043.html\]](http://www.ed.gov/legislation/GOALS2000/TheAct/sec1043.html)
9. The Provider shall provide C.A.C.S. Head Start with access to records and such cooperation as necessary for C.A.C.S. Head Start to comply with all provisions of 45 CFR Part 75, Subpart F.

ATTACHMENT E
Capital Area Community Services, Inc.
Head Start and Early Childhood Programs
Standards of Conduct

The following Standards of Conduct help guide professional behavior and ensure staff, consultants and volunteers are supporting the families and children we serve in accordance with the core values of CACS, Inc. Head Start and Early Childhood Programs.

The CACS, Inc. Personnel Policies and Procedures include provisions for appropriate penalties for violating the following Standards of Conduct. Please note that any violation of the following Standards of Conduct will result in disciplinary action, up to and including termination.

Responsibility to Children

We have the responsibility to provide care and education in a setting that is safe and free from harm. We are committed to supporting children's development and committed to recognizing each child as a unique individual for whom self-worth and resiliency is essential for success in school and life.

As such, staff, contractors, consultants and volunteers must:

- Create a positive environment for children.
- Implement positive methods of child guidance to support children's well-being and prevent and address challenging behaviors.
- Not maltreat or endanger the health and safety of children including, at a minimum, staff will not:
 - Use corporal punishment including: hitting, spanking, shaking, biting, pinching, or inflicting other forms of corporal punishment or harm
 - Use isolation to discipline a child
 - Bind or tie a child to restrict movement or tape a child's mouth
 - Use or withhold food as a punishment or reward
 - Use toilet learning/training methods that punish, demean, or humiliate a child
 - Use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child
 - Physically abuse a child
 - Use any form of verbal abuse, including screaming, shouting, profane language, sarcastic language, threats, or derogatory remarks about the child or child's family
 - Use physical activity or outdoor time as a punishment or reward
- Respect and promote the unique identity of each child and not stereotype or discriminate on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
- Comply with program confidentiality policies.
- Ensure no child is left alone or unsupervised.
- Ensure no child is left alone or unsupervised with a volunteer(s).
- Never release a child to someone who is not listed on the emergency card. Picture identification must always be checked. Always know the count of the number of children in their care. Including how many children are supposed to be present and how many children are actually present.
- Immediately report incidents of observed child abuse and/or neglect or suspected child abuse and/or neglect by way of verbal report with Protective Services (855) 444-3911.

Responsibility to Families

We have the responsibility to provide support and guidance to families in our program in a nurturing and positive manner. CACS, Inc. Head Start and Early Childhood Programs is committed to supporting the child's guardian as the first and most important teacher in a child's life.

As such, staff, contractors, consultants and volunteers must:

- Respect and promote the unique identify of each family and not stereotype or discriminate on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
- Comply with program confidentiality policies.
- Not deny a guardian access to a child's classroom unless access is denied by court order or other legal restriction.
- Inform guardians of injuries involving their child.
- Not engage in relationships with families that might impair the effectiveness of their work with the family and/or child(ren).
- Not use any form of verbal abuse, including screaming, shouting, profane language, sarcastic language, threats, or derogatory remarks about the child or child's family.

Responsibility to Colleagues

We have the responsibility to our colleagues to promote cooperation and collaboration that are based on respectful relationships. We are committed to productivity and effectiveness to support families and prepare children for success in school and life.

As such, staff, contractors, consultants and volunteers must:

- Respect and promote the unique identify of each staff member and not stereotype or discriminate on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
- Comply with program confidentiality policies.
- Adhere to program policies including (but not limited to) the CACS, Inc. Personnel Policies and Procedures and the CACS, Inc. Program Manual.
- Not violate federal, state or local law designed to protect children.
- Share agency resources to ensure the best possible education program is provided.
- Promote safe and healthy working conditions.
- Not use any form of verbal abuse, including screaming, shouting, profane language, sarcastic language, threats, or derogatory remarks.

OWOSSO PUBLIC SCHOOLS
Board of Education
August 24, 2020
Report 20-21

FOR INFORMATION

Subject:
Personnel Update

Accepted Positions

April Schwab has accepted the Student Facilitator position at Central Elementary.

James Mullens has accepted the Paraprofessional position at Owosso Middle School.

Resignations

Lana Orrison, Paraprofessional at Emerson Elementary has submitted her letter of resignation.

Kim Fauth, Paraprofessional at Bryant Elementary has submitted her letter of resignation.

Caitlin Stansell-Greig, Owosso High School Teacher has submitted her letter of resignation.

Retirements

Jeff Rowland, Bryant Elementary Teacher has submitted his letter of retirement after 24 years of service with the District.

Sue Harkema, Title I Teacher at Bryant Elementary has submitted her letter of retirement to be effective in September after 31 years of service with the District.

Jane Sawyer, Kindergarten Teacher at Emerson Elementary has submitted her letter of retirement effective immediately after 34 years of service with the District.