



MADISON BOARD OF DIRECTORS

Mission Statement

“The mission of Madison Academy is to instill in its students; academic excellence, character development, a love for lifelong learning and service to others.”

REGULAR MEETING AGENDA

Tuesday, August 04, 2020

6:30 p.m.

**Madison Academy High School
3266 South Genesee Road
Burton, MI 48519**

Due to COVID19 we will be following the guidelines of the Open Meetings Act to conduct our academy business in a virtual manner.

Join Zoom Meeting

<https://us02web.zoom.us/j/86779942530?pwd=SS8yWE1EYi9aamNSbktzelhiWFE4dz09>

Call to Order

Pledge of Allegiance

Roll Call

Rigel Dawson, President
Rhonda Bachman, Vice President
Bob Scherman, Treasurer
Lutullus Penton, Secretary
Sammie Turner, Director

Approval of the Agenda

The Board will either approve the agenda as

presented or amend the agenda with the approval of the Board.

Consent Items

Approval of the minutes from the July 14, 2020 meeting
(Attachment 1)

Approval of the Board's Treasurer's Report for July 2020
(Attachment 2)

ESP/Principal Report

School Update

Call to the Public

Interested parties may address the Board on any items of their choice. Those that request to address the Board have a maximum of three minutes in which to speak.

Discussion Items:

Updated HS Course Descriptions

July 2020 Title IX Board Policy Update
(Attachment 3)

2020-2021 School Year Calendar
(Attachment 4)

2020-2021 COVID-19 Preparedness & Response Plan
(Attachment 5)

Action Items:

Motion to adopt the July 2020 Title IX Board Policy Update

Motion to amend the 2020-2021 School Year Calendar

Motion to approve the 2020-2021 COVID-19 Preparedness & Response Plan

**Board Committee
Reports/Board
Individual Comments**

**BMCC Consultant
Gabriela Velasquez**

Bay Mills Consultant Report

**Announcement/
Upcoming Events**

The next Regular Board of Director's meeting is to be held on **September 08, 2020, at 6:30 p.m.** at **Madison Academy High School - 3266 South Genesee Road; Burton, MI.**

Adjournment

These meetings of the Board of Directors are in public for the purpose of conducting the school's business and are not to be considered a public community meeting. There is a time for public participation during each meeting as indicated in the agenda.

Upon request to the academy office, the academy shall make reasonable accommodations for a person with a disability to be able to participate in this meeting.

MADISON ACADEMY | 2020-2021 CALENDAR

24 First Staff Day
 24-31 Staff Prep & PD
 27 K-8 Open House 5-6:30
 27 HS Orientation 4:00-6:00
 31 No School

AUGUST '20						
S	M	T	W	Th	F	S
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY '21						
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

1-3/19 WiDA
 10 Spring Count Day
 15 Presidents' Day No School
 26 ½ Day PLC
 26 Assembly

8 First Day of School

8-26 NWEA Testing
 18 ½ Day PLC
 25 Assembly

SEPTEMBER '20						
S	M	T	W	Th	F	S
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27	28	29	30			

MARCH '21						
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21	22	23	24	25	26	27
28	29	30	31			

12 ½ Day of Progress Reports and PT Conferences 1-6
 25 End of 3rd Marking Period
 26 ½ day PLC
 26 Assembly
 26 Grades Stored & Report Cards
 26 WIDA Testing Ends
 29-4/2 Spring Break No school

7 Fall Count Day
 9 ½ Day PLC
 10 HS Homecoming
 14 SAT/PSAT/NMSQT 9th-12th
 23 ½ Day Progress Reports & PT Conferences 1-6
 28 SAT Make-up
 30 Assembly

OCTOBER '20						
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APRIL '21						
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25	26	27	28	29	30	

5 Classes Resume
 16 ½ day PLC
 5-5/31 NWEA TESTING
 12-5/28 MSTEP
 13 PSAT 8th

6 End of 1st Marking Period
 10 Store Grades
 11 Report Cards

20 Assembly
 25-27 Thanksgiving Break No School
 26 Thanksgiving Day

NOVEMBER '20						
S	M	T	W	Th	F	S
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29	30					

MAY '21						
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23	24	25	26	27	28	29
30	31					

14 HS PROM
 18 HS Spring Concert
 27 Pre-k Ceremony 10:00a.m.
 27 Pre- K Last Day
 21 Progress Reports
 21 Seniors Last Day
 28 Assembly
 28 MSTEP ENDS
 31 Memorial's Day No School

15 HS Winter Concert
 22 Assembly
 23-3 Winter Break No School
 25 Christmas

DECEMBER '20						
S	M	T	W	Th	F	S
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JUNE '21						
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27	28	29	30			

1 k-8 Spring Concert
 2 HS NHS Induction Ceremony
 3 HS Graduation 7:00
 10 Field Day k-5
 11 Field Day 6-8
 14 Final Exams
 14 8th Grade promotion 5:00pm
 15 ½ day, Last Day of School, Final Exams
 15 1st-7th Honors Program 10:00 am

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15 End of 4th Marking period
 16 Staff Last Day
 18 Report Cards Mailed

- 4 Classes Resume
- 4-29 NWEA Testing
- 18 M.L. King Day No School
- 21 HS Exams
- 22 ½ Day of school HS Exams and Staff PLC
- 22 End of 1st Semester
- 26 Store Grades
- 27 Report Cards
- 29 Assembly

JANUARY '21						
S	M	T	W	Th	F	S
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JULY '21						
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 -8/5 Summer Programming

183 Days
 9 ½ days, 174 full days

HS School Full Day 7:15-2:30 (Lunch and Lunch Transition 33mins) 6 hours 42 min
 *174= =1165.8
 HS Half Day 7:15- 11:30 no lunch 4 hours 15 min *9.5 =40.375
 HS Hours-1206.175

ELEM & MS School Full Day 8:15-3:45 Hours- 7*174=1218
 ELEM & MS School Half Day 8:15-12:30 Hours- 4 hours 15 min*9.5=40.375
 ELEM & MS School Hours 1258.375

July 2020 Special Release – Title IX Regulations Board Policies Update

OVERVIEW AND COMMENTS

Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities is a replacement policy for Policy 5517.02, which is being eliminated. Policy 2266 is a mandatory policy that memorializes the key requirements of the new Title IX regulations that the U.S. Department of Education, Office for Civil Rights (“OCR”) released on May 6, 2020. The new regulations go into effect on August 14, 2020, which means that public school academies must follow its mandates when addressing, investigating and adjudicating allegations of sexual harassment occurring in the Academy’s education program and activities that the Academy received notice of on or after August 14. It is expected that Academies will need to certify/affirm their compliance with Title IX and these new implementing regulations when applying for and receiving federal funds related to the 2020-2021 school year.

The new regulations are extremely prescriptive and, as a result, the Institute is required to use specific terms (e.g., Complainant, Respondent, Title IX Coordinator, Formal Complaint, Sexual Harassment), definitions, and procedures (i.e., grievance process and procedures) that are different from those found in other Institute nondiscrimination and anti-harassment policies and administrative guidelines. For example, the regulations mandate a specific definition of “Sexual Harassment” that includes not only the standard *quid pro quo* sexual harassment that is found in existing policies, but also a more stringent definition of hostile environment sexual harassment (i.e., “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 Academy’s education program or activity”)¹ and sexual misconduct that is based upon definitions of “sexual assault,” “dating violence,” “domestic violence,” and “stalking” that are derived from two Federal statutes that historically have only applied to post-secondary and higher-education institutions (i.e., the Clery Act and the Violence Against Women Reauthorization Act).

Additionally, the scope of conduct that is covered by the regulations is narrower than that which is covered by other nondiscrimination and anti-harassment policies – e.g., the regulations do not cover conduct that occurs outside the United States (i.e., any field/class trips that take place outside the United States) or conduct involving a Respondent (i.e., the individual who has been reported to be the perpetrator of conduct that could constitute Sexual Harassment) that the Academy does not have “substantial control” over.

Further, the regulations necessitate the need for the Board to require any employee who receives a report of, or has knowledge of, Sexual Harassment to notify the Title IX Coordinator so it can be promptly and equitably addressed; the Academy is considered to have “actual knowledge” and, therefore, responsibility for addressing such misconduct, even if the employee fails to bring it the appropriate person’s attention. In such a situation, the Academy could be found in violation of Title IX if it does not promptly and equitably address Sexual Harassment that occurs in its education program or activity.

The regulations also eliminate the practice of having a single investigator and decision-maker. Under the new regulations the person who conducts an investigation cannot be the same person who makes the ultimate determination of responsibility concerning whether the Respondent engaged in Sexual Harassment. The investigation process is further different from Academy’s prior practices because the

¹ Compare to the definition in Policies 1662, 3362, and 4362: “Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when: * * * C. Such conduct has the purpose or effect of interfering with the individual’s work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one’s ability to participate in or benefit from a class or an educational program or activity.”

Complainant (i.e., the individual who is alleged to be the victim of conduct that could constitute Sexual Harassment) and the Respondent must be provided advanced written notice before being interviewed, and must be afforded at least 10 days advanced notice of, and an opportunity to review, all of the evidence and information collected by the investigator before the investigator prepares the investigatory report.² In addition, the parties must have a minimum of 10 days to review the investigatory report before a decision-maker issues a determination of responsibility or conducts a hearing (if the Board elects to allow live hearings).³

Last, the regulations detail specific training that certain members of the Academy's Title IX team need to receive and mandate the retention of specific records for a period of seven calendar years and the posting of certain information on the Academy's website (i.e., the Board's notice of nondiscrimination, the name/title and contact information for the Academy's Title IX Coordinator, the Board-adopted grievance process and procedures, and specific training materials).

Administrative Guideline 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities is a new guideline that should be taken as promulgated because it expands upon and clarifies some of the key aspects of replacement Policy 2266 and the new Title IX regulations.

- I. particular, the AG expands on the definition of Sexual Harassment by providing examples of conduct that may constitute Sexual Harassment and provides information concerning the concepts of "consent" and a person being "incapacitated," which are both important to the offense of sexual assault. The AG also discusses the process the Academy needs to follow when determining whether to emergency remove a student Respondent.

Next, the AG provides direction concerning the need to verify the members of the Academy's Title IX team do not have a conflict of interest or impermissible bias associated complainants and respondents generally or the specific Complaint and Respondent in a particular case. Additionally, the AG outlines some circumstances that might serve as reasonable/good cause for temporarily delaying an investigation.

The AG further details the preliminary assessment that the Title IX Coordinator should complete upon receipt of a Formal Complaint of Sexual Harassment to verify it falls under the jurisdiction of Policy 2266. The AG additionally defines the supportive measures that the Title IX Coordinator needs to offer to the Complainant and Respondent, along with the content of the notice that needs to be provided to a party in advance of a meeting, interview and/or hearing.

While the policy explains the roles of Title IX Coordinator, investigator, and decision-maker, the AG addresses in detail the scope and nature of the role of advisor.

The AG also provides more detailed information about the remedies that can be offered if a Respondent is determined responsible for violating the policy.

Finally, the AG sets forth details concerning the training the Board should provide to all employees, members of the Academy's Title IX team, and students in order to meet its Title IX obligation to operate an education program and activities that are free from discrimination the basis of sex. The AG

² In writing the investigation report, the investigator must take into consideration any written statements that the parties (i.e., the Complainant and Respondent) submit concerning their review of the investigatory file.

³ If the Board does not allow hearings, the decision-maker must provide the parties an opportunity to submit questions that they want posed to the other party and/or any witness and to get those answers (along with limited follow-up questions) before the decision-maker issues a determination of responsibility.

concludes with a list of the records that need to be retained associated with implementation of Policy 2266.

The following documents are included in this Special Release:

Legal Alert: May 2020 – Special Update – Title IX Regulations

Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities (NEW)

Policy 5517.02 – Sexual Violence (DELETE)

AG 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities (NEW)

Academy-Specific Material

Though the Institute is happy to modify any policy to meet the unique needs of any Academy, if the Academy chooses to incorporate Academy-specific material into a new policy or guideline that has been proposed or to insert Academy-specific material into a current policy or guideline for which revisions have been proposed in an update issued by the Institute, then the Academy agrees to hold the Institute harmless for those Academy-specific edits. In addition, the Institute retains ownership of the text from the original policy template that remains in a policy to which Academy-specific material has been added. Academy-specific materials include the following:

- A. Materials from the Academy's existing materials that the Academy requests be incorporated during the drafting process;
- B. New materials that the Academy develops in their entirety and exclusive of the Institute; and
- C. Revisions or deletions that substantively depart from the Institute's templates.

All production related materials and questions should be directed to the National Charter Schools Institute (NCSI) at 711 W. Pickard Street, Mount Pleasant, Michigan 48858 (phone 989-317-3510) or via email at boardpolicies@nationalcharterschools.org.

COMMENTS

Electronic Access to Your Board Policy Manual

Since 2018, The National Charter Schools Institute has been providing boards and school leaders access to their Board Policy Manual via the platform known as EPICENTER. If your authorizer also uses EPICENTER for the collection of compliance documents, this is the same platform, but may use a different login. The Institute's partnership with EPICENTER provides our boards with a platform to easily track board activities, know responsibilities, and keep all documentation in one place! View your updated policies on Epicenter anytime, anywhere. Whether out traveling or in a board meeting, EPICENTER bridges the gap and connects everyone on your team to the same information and resources. Within 3 clicks on your EPICENTER site, you'll be able to download your whole policy manual or individual parts. For more information on accessing your policies through EPICENTER, please do not hesitate to contact our team via email at boardpolicies@nationalcharterschools.org or via phone at (989) 317-3510.

Legal Alerts

Special - Title IX Regulations - July 2020

PETERS KALAIL & MARKAKIS CO, L.P.A.
ATTORNEYS AT LAW

Legal Alert

To: Neola Clients / National Charter Schools Institute Clients

From: Peters Kalail & Markakis Co., L.P.A.

Re: **Title IX Regulations**

Date: May 2020

Title IX of the Education Amendments of 1972 ("Title IX") protects individuals from discrimination based on sex and applies to educational institutions that receive federal funding (including public elementary and secondary ("K-12") schools and institutions of higher learning). On May 6, 2020, the U.S. Department of Education, Office for Civil Rights ("OCR") released its Final Rule,¹ which amends existing Title IX regulations – the Department's first action of its kind in decades. The Final Rule, which encompasses both the amended regulations and accompanying commentary, exceed 2,000 pages and are scheduled to take effect on August 14, 2020. The regulations bring sweeping changes to how educational institutions address, investigate, and adjudicate allegations of sexual harassment occurring within their programs and activities.² As such, the amended regulations will require significant revisions to existing policies and administrative guidelines, and necessitate staff training prior to the start of the 2020-2021 school year.

Below is an overview of the major changes and new requirements and responsibilities contained in the Final Rule:

1. New Definition of "Sexual Harassment": Previously, the Title IX regulations did not define sexual harassment. The Final Rule defines "sexual harassment" as conduct on the basis of sex that satisfies one or more of the following:
 1. An employee conditioning the provision of an aid, benefit, or service of the public school academy on an individual's participation in unwelcome sexual conduct (i.e., *quid pro quo* sexual harassment).
 2. Unwelcome conduct that a reasonable person would find to be so severe, pervasive, **and** objectively offensive that it effectively denies a person equal access to the Academy's education program or activity (i.e., "hostile environment" sexual harassment);
 3. "Sexual assault" as defined in the Clery Act (20 U.S.C. 1092), and "dating violence," "domestic violence," and "stalking" as defined in the Violence Against Women Reauthorization Act of 2012 ("VAWA") (34 U.S.C. 12291).

If an individual's allegations do not rise to the level of "sexual harassment" as defined in the Final Rule, the formal complaint must be dismissed. The infraction, however, may still be a violation of the Student Code of Conduct or Title VII.

2. **Sexual Harassment Occurring in a School's "Education Program or Activity":** Schools must address allegations of sexual harassment that occur in "the school's education program or activity, against a person in the United States."
 1. "Education program or activity" is broadly defined to include locations, events, or circumstances over which the school exercises **substantial** control.
 2. The school must have substantial control over both the respondent (i.e., the alleged harasser) and the context in which the sexual harassment occurs.
3. **Definition of "Actual Knowledge":** Schools are required to respond when the school has actual knowledge of sexual harassment or allegations of sexual harassment.
 1. "Actual knowledge" occurs when notice is given to a Title IX Coordinator, any official of a school who has authority to institute corrective measures on behalf of a school, **or to any school employee** of an elementary and secondary school.
 2. Once a school receives notice, **it must respond** and take action (whether a formal complaint is filed or not).
4. **Designation of Title IX Coordinator, Investigator, Initial Decision Maker, and Appeal Decision Maker:** Schools must designate and authorize at least one employee to be a "Title IX Coordinator" to oversee and coordinate the school's compliance with Title IX. The school must also appoint an Investigator to investigate a formal complaint (the Title IX Coordinator may serve as an Investigator), a Decision Maker (the Title IX Coordinator and the Investigator (if different from the Title IX Coordinator) cannot serve as the Decision Maker), and one or more persons to serve as the Appeal Decision Maker (who cannot be the Title IX Coordinator, the Investigator (if different from the Title IX Coordinator), or the Initial Decision Maker).
5. **Notice Requirements:** Schools must notify applicants for admission and employment, students, parents or legal guardians, and unions of its nondiscrimination policy and grievance procedures, including how to file or report sexual harassment and how the school will respond. The notice must also specify the name, title, office address, electronic mail address, and telephone number of the Title IX Coordinator.
 1. Notice must include language that the school does not discriminate on the basis of sex in the education program or activity that it operates. Notice must also state that this duty not to discriminate applies to employment.
 2. Notice must state that inquiries about the application of Title IX and its regulations may be referred to the Title IX Coordinator or the Assistant Secretary of Education, or both.
6. **Publication Requirements:** In addition to notice requirements, schools must prominently display the contact information for the Title IX Coordinator and its Title IX policy on its website and in each handbook that it makes available to persons entitled to notification above.
 1. Posting on an Academy's website alone does NOT satisfy notice requirements.

2. Academies must publish and maintain all grievance procedures adopted under the regulations.
 3. Schools must disseminate its updated policies.
 4. **Any** person may report sexual discrimination, including sexual harassment, to the Academy's Title IX Coordinator, regardless of whether the person is the alleged victim of the reported conduct. The report may be made in person, by mail, by telephone, or by email. The report may be made at any time, including during nonbusiness hours.
7. **School's Response to Complaint:** Schools must respond promptly to sexual harassment in a manner that is not "deliberately indifferent." "Deliberate indifference" is defined as actions that are clearly unreasonable in light of the known circumstances.
1. Title IX Coordinator must contact the "complainant" (i.e., the person who is alleged to be the victim of the conduct that could constitute sexual harassment) and discuss supportive measures (which are similar to "interim measures"), including individualized services to restore or preserve the person's equal access to education (e.g., counseling, course modifications, schedule changes, increased monitoring or supervision, etc.).
 1. Supportive measures may not be disciplinary or punitive and must be offered without charge.
 2. Supportive measures must be offered even if the complainant does not initiate or desire to file a formal complaint.
 2. Title IX Coordinator must explain to the complainant the process for filing a formal complaint and the option to file a formal complaint.
 3. Only the complainant (or parent/guardian) or the Title IX Coordinator may sign a formal complaint.
 4. Before imposing any discipline or other sanctions that are not supportive measures against a "respondent," (i.e., the individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment) a grievance process must be followed.
 5. The Academy's response must treat complainants and respondents equitably.
8. **Adopt and Publish Grievance Procedures:** Schools must adopt and publish "grievance procedures" that provide for the "prompt and equitable" resolution of student and employee complaints alleging policy violations. The grievance procedures must also comport with general due process requirements and include the following components:
1. Equal treatment of complainant/respondent.
 2. No sanctions imposed until the grievance process is complete.
 3. No conflict of interest or bias.

4. Staff training.
 5. Presumption that respondent is not responsible.
 6. Reasonably prompt timelines.
 7. Description of supportive measures and possible sanctions.
 8. Exclusion of privileged information.
9. **Notice to Parties of Formal Complaint:** When a formal complaint is filed notice is to be given to both parties. Notice must include:
1. Sufficient details known at the time, including identification of the parties, date and location of alleged incident, and a description of the alleged conduct.
 2. Statement that respondent is presumed not responsible and that determination will be made at the conclusion of the grievance process.
 3. Opportunity for representation of choice (i.e., an "advisor") at all stages of the investigation.
 4. Opportunity to inspect and review evidence. Code of conduct prohibiting false statements.
 5. Obligation to provide notice of additional allegations.
 6. Notice must be given before an initial interview is conducted and with sufficient time for respondent to prepare a response.
10. **Investigation Process:** The investigation process must include/require:
1. The school has the burden of proof and of gathering evidence.
 2. Both parties are entitled to the same opportunity to present witnesses, receive written notices, and review evidence.
 1. Both parties must be given 10 days to review evidence and submit a written response before the Investigator finalizes his/her report.
 2. Both parties must be given copies of all evidence (i.e., interview notes, witness statements, photographs, text messages).
 3. After the ten (10) day evidence review period, the Investigator finalizes the Investigative Report and provides it to both parties.
 4. The Investigative Report must summarize relevant evidence but **not** contain a determination of responsibility or conclusion.
- Parties are given ten (10) days to review the Investigative Report and submit a written response prior to a hearing or the Decision Maker making a determination of responsibility.

11. **Live Hearings Requirement:** Live hearings with cross-examination are required for **postsecondary** institutions following release of the Investigation Report. Live hearings are **optional** for K-12 schools.

With or without a hearing, after the Investigative Report is issued and before reaching a determination regarding responsibility, each party is afforded the opportunity to submit written, relevant questions that a party wants asked of any party or witness, and each party must receive the answers to those questions and an opportunity to ask additional, limited follow-up questions.

12. **Determination of Responsibility:** The Decision Maker, who cannot be the Title IX Coordinator or Investigator, must issue a written determination of responsibility that is provided to both parties simultaneously. The determination of responsibility must include identification of any sanctions that will be imposed on the respondent and any remedies that will be provided to the complainant.

13. **Standard of Evidence:** A school's grievance process must state whether the standard of evidence to be used to determine responsibility is the **preponderance of the evidence standard** or the **clear and convincing evidence standard**. The adopted standard must be applied for all Title IX complaints against students **and** employees.

14. **Appeals:** Both parties have the right to appeal the Decision Maker's determination of responsibility.

1. The Appeal Decision Maker cannot be the Title IX Coordinator, Investigator, or Initial Decision Maker.
2. As part of the appeal process, the parties are permitted to submit a written statement supporting/challenging the Initial Decision Maker's determination of responsibility.

15. **Informal Resolution:** An informal resolution process may only be used if a formal complaint of sexual harassment is filed.

1. If a formal complaint is filed, the Academy may offer to facilitate an informal resolution process.
 1. When doing so, the Academy must provide written notice to both parties of their rights with respect to the informal process.
 2. Prior to commencing the informal resolution process, the Academy must obtain both parties' written, voluntary consent to participate in the informal process.
2. An informal resolution process may NOT be offered in the context of a complaint alleging that an employee harassed a student.
3. Either party may withdraw from the informal resolution process at any time prior to agreeing to a resolution.
4. If a party withdraws from the informal resolution process, the investigation resumes.

16. **Recordkeeping Requirements:** All documentation whether related to a formal complaint or report of sexual harassment – including statements, evidence, and transcripts – must be maintained for **7 years**.
17. **Emergency Removal Provisions:** While the investigation is pending, emergency removal of the respondent is permitted under limited circumstances.
 1. In order to emergency remove a respondent, the Title IX Coordinator, or another designated individual, must conduct a **safety and risk analysis** and determine that there is an immediate threat to the **physical** health or safety of **any** student or other individual arising from the allegations (not just the complainant).
 1. The respondent may not be emergency removed based upon a threat to the mental health of the complainant.
 2. The regulations contemplate emotional/mental well-being should be addressed through supportive measures.
 2. The notice of emergency removal must be provided to the respondent and the respondent must be afforded an opportunity to challenge the emergency removal decision.
 3. Academies will need to ensure their emergency removal procedures do not conflict with other school policies or legal requirements.
18. **Training Required:** Much of the training required by the amended regulations must be completed by **August 14, 2020**.
 1. The requisite training must include:
 1. The new definition of sexual harassment.
 2. The scope of the Academy’s educational program or activities for jurisdiction.
 3. How to consistently apply sexual harassment definitions.
 4. How to investigate a formal complaint.
 5. The grievance process, including hearings, appeals, and informal resolutions.
 6. How individuals can impartially serve as an investigator, decision maker or appeal decision maker to avoid prejudgment of facts at issue, conflicts of interest, and bias issues.
 7. How to use available technology to conduct a live hearing.
 8. Investigator and Decision Makers must be trained on appropriate evidence and questions related to the complainant’s sexual predisposition or prior sexual behavior and that sexual history irrelevant in K-12 context.

9. Investigators must be trained to prepare an Investigative Report that fairly summarizes relevant evidence.
2. Training materials must be made available on the Academy's website and for public review.
3. Training materials must be kept for a period of 7 years; Academies may need to update their public records retention schedules.
4. All K-12 employees should be trained due to the heightened notice requirements applicable to all Academy employees.

Neola is in the process of developing updated policies and administrative guidelines that comply with the Final Rule. The new and revised documents will be issued this summer so boards of education can take the steps necessary to comply with the amended Title IX regulations when they go into effect on August 14, 2020.

If you have any questions concerning OCR's May 6, 2020 Final Rule related to Title IX and educational institutions' responsibilities with respect to addressing allegations of sexual harassment, you should contact your local legal counsel.

¹ The Final Rule can be found at: <https://www2.ed.gov/about/offices/list/ocr/docs/titleix-regs-unofficial.pdf>.

² The Final Rule does not impact existing Title IX regulations that address athletic participation, employment, and single-sex education.

This legal alert is intended as general information and not legal advice. No attorney-client relationship exists. If legal advice is required, obtain the services of an attorney.

July 2020 Special Release – Title IX Regulations Board Policies Summary Table

Board Policies

Policy No.	Policy Title	New/ Revise/ Replace/ Delete	Legally Required, Legal Content or Best Practice	Summary
2266	Nondiscrimination on the Basis of Sex in Education Programs and Activities	New	Legally Required	Nondiscrimination on the Basis of Sex in Education Programs and Activities is a replacement policy for Policy 5517.02, which is being eliminated. Policy 2266 is a mandatory policy that memorializes the key requirements of the new Title IX regulations that the U.S. Department of Education, Office for Civil Rights (“OCR”) released on May 6, 2020. The new regulations go into effect on August 14, 2020, which means that public school academies must follow its mandates when addressing, investigating and adjudicating allegations of sexual harassment occurring in the Academy’s education program and activities that the Academy received notice of on or after August 14. It is expected that Academies will need to certify/affirm their compliance with Title IX and these new implementing regulations when applying for and receiving federal funds related to the 2020-2021 school year.
5517.02	Sexual Violence	DELETE	Legally Required	

Administrative Guidelines

Guideline No.	Guideline Title	New/ Revise/ Replace/ Delete	Legally required or Best Practice	Summary
2266	Nondiscrimination on the Basis of Sex in Education Programs and Activities	New	Best Practice	Administrative Guideline 2266 – Nondiscrimination on the Basis of Sex in Education Programs and Activities is a new guideline. AG 2266 should be taken as promulgated because it expands upon and clarifies some of the key aspects of replacement Policy 2266 and the new Title IX regulations.

Board Policies

NEW POLICY – SPECIAL RELEASE – JULY 2020 **NONDISCRIMINATION ON THE BASIS OF SEX IN** **EDUCATION PROGRAMS OR ACTIVITIES**

Reference: 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)

Introduction

The Board of Directors of the _____ Academy (hereinafter referred to as “the Board” or “the Academy”) 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); The Institute, 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 Academy 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 () Educational Service Provider employees, students, third-party vendors and contractors, guests, and other members of the Academy 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 Academy's education programs and activities.

Coverage

This policy applies to Sexual Harassment that occurs within the Academy's education programs and activities and that is committed by a member of the Academy 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 Academy's education programs and activities; such Sexual Misconduct/Sexual Activity may be prohibited by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws () and/or Employee/Administrator Handbook(s) [END OF OPTION] if committed by a () Board () Educational Service Provider 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 Academy's education programs or activities. Sexual Harassment that occurs outside the geographic boundaries of the United States is governed by the Student Code of Conduct if committed by a student, or by Board policies and administrative guidelines, applicable State and/or Federal laws () and/or Employee/Administrator Handbook(s) [END OF OPTION] if committed by a () Board () Educational Service Provider 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 () Educational Service Provider employee conditioning the provision of an aid, benefit, or service of the Academy 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 Academy'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 The Institute 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, The Institute 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 Academy investigate the allegation(s) of Sexual Harassment. At the time of filing a Formal Complaint with the Academy, a Complainant must be participating in or attempting to participate in the Academy’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 Academy’s Title IX Coordinator, or any Academy official who has authority to institute corrective measures on behalf of the Board, or any () Board () Educational Service Provider 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 Academy. “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 Academy 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 Academy’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Academy’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 academy 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 Academy, 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 academy grounds or on other property owned or occupied by the Board. It also includes locations, events and circumstances that take place off-academy property/grounds over

which the Board exercises substantial control over both the Respondent and the context in which the Sexual Harassment occurs.

Academy community: “Academy community” refers to students and () Board () Educational Service Provider 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 Academy 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 Academy community at academy-related events/activities (whether on or off Academy 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 Directors designates and authorizes the following individual(s) to oversee and coordinate its efforts to comply with Title IX and its implementing regulations:

[DRAFTING NOTE: The Institute 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, the Institute 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.]

(Name)

(Name)

(Title)

(Title)

(Telephone Number)

(Telephone Number)

(Office Address)

(Office Address)

(E-mail Address)

(E-mail Address)

The Title IX Coordinator shall report directly to the () School Leader () Educational Service Provider. Questions about this policy should be directed to the Title IX Coordinator.

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

The Board of Directors of the _____ Academy 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 Academy's Title IX Coordinator(s) is/are:

(Name)

(Name)

(Title)

(Title)

(Telephone Number)

(Telephone Number)

(Office Address)

(Office Address)

(E-mail Address)

(E-mail Address)

Any inquiries about the application of Title IX and its implementing regulations to the Academy 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: [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 Academy will respond.

The () School Leader () Educational Service Provider 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 Academy'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 () Educational Service Provider 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 Academy'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 Academy'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 () Educational Service Provider employees are required, and other members of the Academy 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 () Educational Service Provider employee, who will in turn notify the/a Title IX Coordinator. [DRAFTING NOTE: All () Board () Educational Service Provider 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. The Institute 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 () Educational Service Provider employees are required to report allegations of sex discrimination or Sexual Harassment promptly to the Title IX Coordinator.” OR “() Board () Educational Service Provider employees are required, and other members of the Academy 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 () Educational Service Provider 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 () School Leader () Educational Service Provider, or another () Board () Educational Service Provider employee who, in turn, will notify the () School Leader () Educational Service Provider of the report. The () School Leader () Educational Service Provider will then serve in place of the Title IX Coordinator for purposes of addressing that report of Sexual Harassment. [DRAFTING NOTE: If the School Leader is the Title IX Coordinator, substitute “Educational Service Provider” in place of “School Leader.”]

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 () Educational Service Provider 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 () Educational Service Provider 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 () Educational Service Provider employee must notify the Title IX Coordinator of receiving a report of Sexual Harassment; The Institute 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 () Educational Service Provider 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 () Educational Service Provider employee's knowledge is based on another individual bringing the information to the () Board () Educational Service Provider employee's attention and the reporting individual submitted a written complaint to the () Board () Educational Service Provider employee, the () Board () Educational Service Provider employee must provide the written complaint to the Title IX Coordinator.

If a () Board () Educational Service Provider employee fails to report an incident of Sexual Harassment of which the () Board () Educational Service Provider employee is aware, the () Board () Educational Service Provider 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; The Institute 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 Academy to provide the supportive measures.

Emergency Removal: Subject to limitations and/or procedures imposed by State and/or Federal law, the Academy 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 Academy 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 "School Leader/Educational Service Provider" or "Title IX Coordinator" in place of "Academy" in the first sentence. Alternatively, the School Leader/Educational Service Provider 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 Academy may place the Respondent on administrative leave during the pendency of the grievance process.

For all other Respondents, including other members of the Academy community and Third Parties, the Board retains broad discretion to prohibit such persons from entering onto its academy 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 () School Leader () Educational Service Provider, 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 School Leader is the Title IX Coordinator, substitute “Educational Service Provider” in place of “School Leader” in the preceding sentence.]

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

It is a violation of this policy for a Complainant(s), Respondent(s), and/or witness(es) to knowingly making false statements or knowingly submitting false information during the grievance process, including intentionally making a false report of Sexual Harassment or submitting a false Formal Complaint. The Board will not tolerate such conduct, which is a violation of the Student Code of Conduct () and the Employee/Administrator Handbook. [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 Academy 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; The Institute 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 (The Institute 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 (), this policy, () and/or Employee/Administrator Handbook [DRAFTING NOTE: While the Title IX regulations only reference “code of conduct” The Institute 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; The Institute 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 Academy 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 Academy’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 Academy 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 Academy or employed by the Board; or
- C. specific circumstances prevent the Academy 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 () Educational Service Provider employee () or another adult member of the Academy 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 () Educational Service Provider employee sexually harassing a student; The Institute 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.]

[] 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, The Institute 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 Academy, not the parties.

In making the determination of responsibility, the decision-maker(s) is(are) directed to use the () 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: The Institute 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 Academy 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 Academy 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 Academy with voluntary, written consent to do so; if a student party is not an Eligible Student, the Academy 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 Academy may not limit the choice or presence of an advisor for either the Complainant or Respondent in any meeting or grievance proceeding.
- () The Academy 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 Academy 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 Academy 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"; The Institute 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 Academy 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 Academy 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. The Institute 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"], The Institute 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; The Institute 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 Academy will provide, without fee or charge to that party, an advisor of the Academy'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 Academy will provide, without fee or charge to that party, an advisor of the Academy'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 Academy will provide, without fee or charge to that party, an advisor of the Academy'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 Academy will provide, without fee or charge to that party, an advisor of the Academy'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 Academy 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 Academy impose on the Respondent(s), and whether remedies designed to restore or preserve equal access to the Academy's education program or activity should be provided by the Academy 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

- () writing assignments;
- () changing of seating or location;
- () pre-school, () lunchtime, () after-school detention;
- () in-school discipline;
- () 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 () School Leader () Educational Service Provider 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):

- () oral or written warning;
- () written reprimands;
- () performance improvement plan;
- () required counseling;
- () required training or education;
- () demotion;
- () 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 () School Leader () Educational Service Provider 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 Academy community or Third Party who is determined responsible for violating this policy (i.e., engaging in Sexual Harassment):

- () oral or written warning;
- () suspension or termination/cancellation of the Board's contract with the third-party vendor or contractor;
- () mandatory monitoring of the third-party while on academy property and/or while working/interacting with students;
- () restriction/prohibition on the third-party's ability to be on academy 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 () School Leader () Educational Service Provider 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 () School Leader () Educational Service Provider will consider the severity of the incident, previous disciplinary violations (if any), and any mitigating circumstances.

The Academy'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 () School Leader () Educational Service Provider 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.]

- () 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).

() _____

[] 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 ____ () 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, The Institute 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 () School Leader () Educational Service Provider 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 ____ 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: The Institute 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, The Institute 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, The Institute 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, The Institute 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-maker(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 ____ 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, The Institute 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 Academy 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 Academy’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 Academy'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 Academy'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.

[] All () Board () Educational Service Provider employees will be trained concerning their legal obligation to report Sexual Harassment to the Title IX Coordinator. This training will include practical information about how to identify and report Sexual Harassment. [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 () Educational Service Provider employee has notice of such conduct.]

Recordkeeping

As part of its response to alleged violations of this policy, the Academy 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 Academy 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 Academy's education program or activity. If the Academy does not provide a Complainant with supportive measures, then the Academy 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 Academy in the future from providing additional explanations or detailing additional measures taken.

The Academy 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 Academy'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 Academy will make its training materials publicly available on its website. () If a person is unable to access the Academy'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 () Educational Service Provider 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 () School Leader () Educational Service Provider may delegate functions assigned to a specific () Board () Educational Service Provider 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 () School Leader () Educational Service Provider 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.]

[] 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.

FOR BOARD APPROVAL

DELETED POLICY – JULY 2020 SPECIAL RELEASE **SEXUAL VIOLENCE**

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
Dear Colleague Letter on Sexual Violence (Office for Civil Rights, 2011)
OCR's Revised Sexual Harassment Guidance (2001)

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

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

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

Definitions

Sexual Harassment

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

Examples include, but are not limited to:

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. unwanted physical and/or sexual contact;
- C. threats or insinuations implying that a person's conditions of education may be adversely affected by not submitting to sexual advances;
- D. unwelcome sexual verbal expressions, including graphic sexual

- commentaries about a person's body, dress, appearance, or sexual activities; unwelcome sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls;
- E. sexually suggestive objects, pictures, videotapes, audio recordings or literature;
 - F. unwelcome and inappropriate touching, patting, or pinching; obscene gestures;
 - G. a pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another;
 - H. speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;
 - I. inappropriate boundary invasions into a student's personal space and personal life; and
 - J. verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Sexual Violence

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

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

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

Anti-Harassment Compliance Officers

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

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

(Name)

(Name)

(Title)

(Title)

(Address)

(Address)

(Phone Number)

(Phone Number)

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

- () in the student, parent and staff handbooks.
- () in the Academy Annual Report to the public.
- () on the Academy's Web site.
- () on each individual Academy's Web site.
- () in the Academy 's calendar.
- () _____.

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

Complaint Procedures

Reporting

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

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

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

Any teacher, administrator, supervisor, or other academy employee or official who receives such a complaint shall file it with the Academy's Compliance Officer within two (2) school days, and shall comply with his/her mandatory reporting responsibilities. The Compliance Officer will oversee the Academy's investigation and response to any Title IX-related

complaints, but s/he may delegate the investigative process to another individual (“Designee”). The Board reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy.

Confidentiality

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

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

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

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

Investigation

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

The investigation may include:

- A. interviewing the complainant, perpetrator, and any witnesses;
- B. reviewing law enforcement investigation documents;
- C. reviewing student and personnel files;

- D. gathering and examining other relevant documents or evidence; and
- E. providing a disciplinary hearing as needed.

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

[OPTION]

[] Additionally:

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

[END OF OPTION]

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

Timeline

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

Interim Measures

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

Notice

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

Remedies

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

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

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

Appeals Process

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

the appeal. The Board shall provide a written decision to the appealing individual within ten (10) work days following completion of the hearing.

Retaliation

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

Training

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

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

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

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

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

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

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

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law (e.g., R.C. 3319.321) – e.g., student records and confidential medical records.

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

DELETED

Administrative Guidelines

NEW GUIDELINE – SPECIAL RELEASE – JULY 2020 **NONDISCRIMINATION ON THE BASIS OF SEX IN EDUCATION PROGRAMS OR ACTIVITIES**

Reference: 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)

This guideline provides additional information about the Academy's procedures in addressing allegations of sex discrimination, including Sexual Harassment. All information below supplements Board Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities. To the extent, there is a conflict between these guidelines and Policy 2266, the Policy controls.

General Information

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

- A. A () Board () Educational Service Provider employee conditioning the provision of an aid, benefit, or service of the Academy on an individual's participation in unwelcome sexual conduct (often called "*quid pro quo*" harassment);
- B. Unwelcome sexual advances, requests for sexual favors, and other verbal, nonverbal or physical conduct of a sexual nature that is determined by a reasonable person to be so severe, pervasive, *and* objectively offensive that it effectively denies a person equal access to the Academy'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 Harassment may involve the behavior of a person of any gender against a person of the same or another gender.

The following conduct – if sufficiently severe, pervasive, *and* objectively offensive – may constitute Sexual Harassment (this list provides examples and is not meant to be exhaustive or exclusive):

- A. unwelcome sexual propositions, invitations, solicitations, and flirtations;
- B. unwanted physical and/or sexual contact;

- C. threats or insinuations implying that a person's conditions of education or employment may be adversely affected by not submitting to sexual advances;**
- D. unwelcome sexual verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; unwelcome sexually degrading language, profanity, jokes, or innuendoes;**
- E. sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings or literature;**
- F. unwelcome and inappropriate touching, patting, or pinching;**
- G. asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities;**
- H. speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history;**
- I. giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship; and**
- J. leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.**

Sexual assault, for purposes of Policy 2266, refers to any sexual act directed against another person, without the consent of the victim, including instances where the victim is incapable of giving consent (e.g., due to the person's age, intellectual or other disability, or use of drugs or alcohol). Sexual assault includes rape, sodomy, sexual assault with an object, fondling, incest, and statutory rape. All such acts of sexual assault are forms of Sexual Harassment and, in turn, sex discrimination prohibited by Title IX and Policy 2266.

Two critical components of assessing allegations of sexual assault involve the concepts of "consent" and a person being "incapacitated." Policy 2266 states that "consent" involves words or actions that a reasonable person would understand as agreement to engage in the sexual conduct at issue. A person, however, 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.

Determining whether there was consent is a critical factor in evaluating whether a sexual assault occurred. As defined above, consent is a mutual, voluntary, and informed agreement to participate in specific sexual acts with another person that is not achieved through manipulation, force, or coercion of any kind, and requires having cognitive ability to agree to participate.

Force involves the use, or the threatened use, of physical violence to achieve sexual access. Force further includes the use of a person's body in a physically imposing manner to elicit unwelcome or unwanted sexual contact. Coercion involves unreasonable pressure for sexual activity or contact.

Consent requires an outward demonstration, through mutually understandable words, conduct or action, indicating that an individual has freely chosen to engage in the specific sexual acts. A verbal "no" constitutes lack of consent, even if it sounds

insincere or indecisive. Silence or an absence of resistance does not imply consent, and consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Even in the context of an ongoing relationship, consent must be sought and freely given for each specific sexual act. Consent may be withdrawn at any time. When consent is withdrawn, sexual activity must immediately stop.

Impairment or incapacitation due to alcohol and/or drug use, permanent/ temporary mental or physical disability, and being below the age of consent (age 16) are factors that detract from or make consent impossible. Incapacity is defined as an inability to make rational, reasonable decisions or judgments. Incapacitation is a state where an individual cannot make an informed and rational decision to consent to engage in sexual contact because the individual lacks conscious knowledge of the nature of the act (e.g., to understand the “who, what, where, when, why or how” of the sexual interaction) and/or is physically or mentally helpless. An individual is also considered incapacitated, and therefore unable to give consent, when asleep, unconscious, or otherwise unaware that sexual contact is occurring.

Incapacitation is found when the Respondent knew or should have known that the Complainant was incapacitated when viewed from the position of a sober, reasonable person. One’s own intoxication is not an excuse for failure to recognize another person’s incapacitation.

Incapacitation may result from the use of alcohol and/or other drugs; however, consumption of alcohol of other drugs, inebriation, or intoxication alone are insufficient to establish incapacitation. Incapacitation is beyond mere drunkenness or intoxication. The impact of alcohol or drugs varies from person to person, and evaluating incapacitation requires an assessment of how consumption of alcohol and/or drugs impacts an individual’s:

- 1. decision-making ability;**
- 2. awareness of consequences;**
- 3. ability to make informed judgments;**
- 4. capacity to appreciate the nature or circumstances of the act.**

No single factor is determinative of incapacitation. Some common signs that someone may be incapacitated include slurred speech, confusion, shaky balance, stumbling or falling down, vomiting, and unconsciousness.

Title IX Coordinator(s)

The following individual(s) serve as the Academy Title IX Coordinator(s) and are responsible for overseeing and coordinating the Academy’s efforts to comply with Title IX and its implementing regulations:

(Name)

(Name)

(Academy Title)

(Academy Title)

(Telephone Number)

(Telephone Number)

(Office Address)

(Office Address)

(E-mail Address)

(E-mail Address)

The Title IX Coordinator(s) reports directly to the () School Leader () Educational Service Provider. Questions about Policy 2266 and/or this Administrative Guideline should be directed to the Title IX Coordinator(s).

Notices

The Title IX Coordinator's(s') name(s), title(s), and contact information – including office address(es), telephone number(s), and email address(es) - must be published:

1. on the Academy's website () and on each individual school's website;
2. in the student, parent, () and Employee/Administrator handbooks; [DRAFTING NOTE: The preceding does not require the creation of a specific handbook; rather, if the Academy publishes a handbook, it must contain the specified information.]
3. () in the Academy's Annual Report to the public;
4. () in the Academy's calendar;
5. () _____.

Board Policy 2266 must also be published on the Academy's website and in each handbook or catalog that the Academy makes available to applicants for admission and employment, students, parents or legal guardians of elementary and secondary school students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the Board.

Reports of Sexual Harassment

All students and () Board () Educational Service Provider employees share responsibility for avoiding, discouraging, and reporting Sexual Harassment.

The Title IX Coordinator(s) shall be available during regular school/work hours to discuss Title IX questions, including questions related to Sexual Harassment, and assist students, parents/guardians, employees, other members of the Academy community and Third Parties with any issues they may have related to Policy 2266. The Title IX Coordinator(s) shall accept reports of Sexual Harassment directly from any member of the Academy community or any Third Party. Reports may be submitted in person, by mail, by telephone, or by electronic mail, using the Title IX Coordinator's(s') published contact information, 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-work hours).

The Academy will be considered to have actual knowledge of Sexual Harassment or an allegation of Sexual Harassment if: (1) a Formal Complaint is filed by a Complainant (or a parent/guardian on behalf of a minor child); (2) a () Board () Educational Service Provider employee receives a report or otherwise has notice of an incident of Sexual Harassment or allegations of Sexual Harassment; or (3) a () Board () Educational Service Provider employee witnesses the misconduct. The Academy may also receive notice about Sexual Harassment in an indirect manner from a member of the local community, social networking sites, the media, or if the information is shared by survivors during public awareness events or campaigns.

When a () Board () Educational Service Provider employee files a report of Sexual Harassment or allegations of Sexual Harassment with the Title IX Coordinator, the employee is required to report all known details about the alleged Sexual Harassment, including: (1) the name of the alleged Respondent; (2) the person who experienced the alleged Sexual Harassment (i.e., the Complainant); (3) other persons involved in the alleged Sexual Harassment; and (4) any other relevant facts, such as date, time, and location.

When possible, before a reporting student or parent/guardian discloses the above information, the () Board () Educational Service Provider employee should inform the student and/or parent/guardian of the employee's obligation to report the information to the _____ Title IX Coordinator.

The () Board () Educational Service Provider employee will also inform the student and/or parent/guardian of his/her right to file a Formal Complaint with the Academy and a separate complaint with local law enforcement.

Upon receiving a report of Sexual Harassment or allegations of Sexual Harassment, the Title IX Coordinator will provide the appropriate notice to the Complainant, discuss supportive measures with the Complainant, and explain the Formal Complaint process. The Title IX Coordinator will also inform the Complainant that s/he is available to assist the Complainant in filing a Formal Complaint if that is what the Complainant wants to do. The Title IX Coordinator will further explain to the Complainant that Federal law includes protections against retaliation, and that the Academy will not only take steps to prevent retaliation but also take strong responsive action if it occurs.

When it comes to allegations of stalking, the Title IX Coordinator will inform the Complainant that it is important to take steps to preserve evidence in cases of stalking, to the extent such evidence exists. Such evidence is more likely to be in the form of letters, emails, text messages, etc. rather than evidence of physical contact and violence. This type of non-physical evidence will also be useful in all types of Sexual Harassment investigations.

[DRAFTING NOTE: Select either Option 1 or Option 2.]

OPTION 1 If the report involves a student Respondent, the Title IX Coordinator will determine whether the circumstances warrant consideration of emergency removal of the _____ student Respondent. [END OF OPTION 1]

OPTION 2 If the report involves a student Respondent, while the Title IX Coordinator is communicating with the Complainant concerning supportive measures and whether to file a Formal Complaint, the () School Leader () Educational Service Provider will

determine whether the circumstances warrant consideration of emergency removal of the student Respondent. [END OF OPTION 2]

If the () Title IX Coordinator () School Leader () Educational Service Provider decides that the situation calls for possible emergency removal of the student Respondent, the () Title IX Coordinator () School Leader () Educational Service Provider will

() convene

() direct the School Leader to convene

a team of educators and other appropriate staff members (e.g., school psychologist, guidance counselor, mental health counselor, etc.) to conduct an individualized safety and risk analysis. The team will be tasked with determining 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 team determines the student Respondent poses such a threat, it will recommend to the () School Leader () Educational Service Provider that the Academy implement an emergency removal (i.e., removal of the student Respondent from the school premises). If the School Leader agrees with the recommendation, the School Leader will notify the student Respondent, remove the student Respondent from the school premises for the remainder of the school day, and begin the process of suspending or expelling the Respondent pursuant to M.C.L. 380.1311. The student Respondent will have an opportunity challenge the team's recommendation and the School Leader's corresponding decision to remove the student Respondent immediately following the implementation of the removal. The challenge may be filed directly with the () School Leader () Educational Service Provider – even before any recommendation for expulsion is processed by the () School Leader () Educational Service Provider – or by following the due process procedures outlined in Policy 5610 – Emergency Removal, Suspension, and Expulsion of Students and Policy 5611 – Due Process Rights.

Formal Complaint of Sexual Harassment

The Complainant (or his/her parent/guardian if the Complainant is a minor) may file a Formal Complaint with the Title IX Coordinator. Alternatively, the Title IX Coordinator may sign a Formal Complaint. When deciding whether to sign a Formal Complaint, the Title IX Coordinator should consider a variety of factors, including but not limited to: (1) circumstances that suggest an increased risk of repeated Sexual Harassment, such as the alleged Respondent's previous history of threats; (2) whether the Sexual Harassment was perpetrated with a weapon; (3) the age of the student subjected to the Sexual Harassment; (4) and whether the school can obtain relevant evidence through other means, such as from security cameras or witnesses.

[] The Academy will honor a student's or a parent's request to inform an alleged Respondent that the Title IX Coordinator made the decision to proceed with signing the Formal Complaint without the student's or parent's consent. [END OF OPTION]

The Title IX Coordinator must balance the student's or parent's request that a Formal Complaint not be initiated with the Academy's obligation to provide a safe and non-discriminatory environment for all students.

Even when the Title IX Coordinator signs the Formal Complaint, the Title IX Coordinator is not a Complainant; the Complainant remains the individual who is alleged to be the victim of conduct that could constitute Sexual Harassment.

Upon receipt of a Formal Complaint, the Academy will follow its Grievance Process, and undertake an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. The Respondent is presumed not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Grievance Process

The Academy's grievance process are detailed in Policy 2266. The grievance process seeks a prompt and equitable resolution of the Formal Complaint.

It is critical that the Title IX Coordinator, and any investigator, decision-maker or person designated to facilitate an informal resolution, does not have a conflict of interest or bias for or against Complainants and Respondents generally or any individual Complainant(s) or Respondent(s).

The Title IX Coordinator shall appoint an investigator (unless the Title IX Coordinator intends to serve as the investigator) and a decision-maker to assist the Academy in resolving the Formal Complaint. Upon being assigned to conduct an investigation or to serve as a decision-maker, the investigator and the decision-maker shall confirm in writing that they do not have a conflict of interest or bias for or against Complainants and Respondents generally. The investigator and decision-maker shall also – after learning the name(s) of the Complainant(s) and Respondent(s) – confirm in writing that they do not have a conflict of interest or bias for or against the individual Complainant(s) and Respondent(s) involved in the specific Formal Complaint.

In appropriate circumstances, the Title IX Coordinator may appoint/assign a person to facilitate an informal resolution process. The facilitator must confirm in writing that s/he does not have a conflict of interest or bias for or against Complainants and Respondents generally, and does not have a conflict of interest or bias for or against the individual Complainant(s) and Respondent(s) involved in the specific Formal Complaint.

Within two (2) days of learning of the identity of the investigator, decision-maker, and/or facilitator of the informal resolution process, the Complainant and/or Respondent may submit a written objection to the Title IX Coordinator concerning the investigator, decision-maker and/or facilitator of the informal resolution process, based upon an actual or perceived conflict of interest or bias for or against complainants and/or respondents generally or either party to the Formal Complaint. The objecting party must explain the basis for the contention that the investigator, decision-maker and/or facilitator of the informal resolution process has a conflict of interest or is biased and submit any substantiating evidence. Within two (2) days of receiving the written objection, the Title IX Coordinator will decide whether to replace the investigator, decision-maker and/or facilitator of the informal resolution process, and notify the parties of the decision, including the reasons for it. [DRAFTING NOTE: The timelines identified in the preceding paragraph are not mandated by the Title IX regulations, but rather are suggested as a means of conveying the need for these issues to be raised promptly so as not to unnecessarily delay the grievance process; the Board may select different timelines, but should certainly impose some timeframe to ensure such matters are brought to the Title IX Coordinator's attention in a timely manner.]

If there is an ongoing criminal investigation involving the incident that is the subject of the Formal Complaint, the Title IX Coordinator will seek to implement the Academy's grievance process in a manner that does not unduly impact the criminal investigation. To the extent appropriate, the Title IX Coordinator and/or the Academy-assigned investigator will consider whether information can be shared among the criminal investigators and the Academy-assigned investigator so that the Complainant(s) is/are not unnecessarily required to give multiple statements about an alleged traumatic event. If the investigation includes forensic evidence, the Academy-assigned investigator may consult with () a school resource officer, [END OF OPTION] local law enforcement or a forensic expert to ensure that the Academy-assigned investigator is correctly interpreting the evidence.

While the Academy will not wait for the conclusion of a criminal investigation or criminal proceeding to begin its own Title IX investigation, it may delay temporarily the investigation portion of the grievance process while the police are gathering evidence. During this delay in the Title IX investigation, the Title IX Coordinator will implement supportive measures. The Title IX Coordinator will also continue to provide reasonable updates to the parties on the status of the investigation and inform the parties when the school resumes its Title IX investigation.

If the Title IX Coordinator delays the investigation portion of a Title IX investigation due to an ongoing criminal investigation, it will promptly resume and complete the investigation once the Academy learns that the applicable law enforcement has completed its evidence-gathering stage of the criminal investigation. The Academy will not unreasonably delay its investigation or the determination of responsibility until the ultimate outcome of the criminal investigation or the filing of any charges. The Academy may work with its () school resource officer(s), [END OF OPTION] local law enforcement, and local prosecutor's office to learn when the evidence-gathering stage of the criminal investigation is complete.

Off Campus Sexual Harassment

The Academy is required to investigate a Formal Complaint that involves conduct that occurred in the Academy's education program or activity, even if the conduct occurred off academy property. The Academy's education program or activity includes locations, events, and circumstances in the United States over which the Board exercises substantial control over the Respondent and the context in which the Sexual Harassment occurs. The Title IX Coordinator shall determine whether any alleged off-campus Sexual Harassment occurred in an educational program context or academy activity. If it did, the grievance process shall apply and be implemented in the same manner as with an on-campus complaint. Whether the alleged misconduct occurred in this context may not always be apparent from the initial complaint, so the Title IX Coordinator may need to gather additional information to make such a determination. Off-campus educational programs and activities include academy-sponsored field trips, athletic team travel, and academy club events.

Upon receipt of a report of Sexual Harassment made pursuant to Policy 2266, the Title IX Coordinator will conduct a preliminary assessment to determine:

1. Whether the alleged conduct, as reported, falls, or could fall, within the scope of Policy 2266; and

2. Whether the alleged conduct, as reported, constitutes, or could constitute, Sexual Harassment.

If the Title IX Coordinator determines that the alleged conduct could not fall within the scope of Policy 2266, and/or could not constitute Sexual Harassment, even if investigated, the Title Coordinator will close the matter and notify the reporting party if doing so is consistent with the Family Educational Rights and Privacy Act (“FERPA”). The Title IX Coordinator may refer the report to the Principal or another staff member, as appropriate.

If the Title IX Coordinator determines that the conduct reported could fall within the scope of Policy 2266, and/or could constitute Sexual Harassment, if investigated, the Title IX Coordinator shall contact the Complainant.

As part of the preliminary assessment, the Title IX Coordinator may take investigative steps to determine the identity of the Complainant, if such identity is not apparent from the report.

Upon receipt of a Formal Complaint, the Title IX Coordinator will confirm whether the alleged conduct falls within the scope of Policy 2266, including whether the conduct, as reported, constitutes or could constitute Sexual Harassment, and whether the incident(s) occurred within the context of the Academy’s education program or activity. If the Title IX Coordinator determines the conduct did not occur in the context of an educational program or activity, or could not constitute Sexual Harassment, even if investigated, the Title IX Coordinator will dismiss the Formal Complaint but may refer the matter to the Principal to consider whether the alleged misconduct, while not a Title IX violation, may still involve the creation of an impermissible hostile or discriminatory environment that is prohibited under the Board’s other nondiscrimination and anti-harassment policies.

Supportive Measures

Supportive measures involve non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the Complainant or the Respondent. Supportive measures must be offered to the Complainant after a report of Sexual Harassment is made and regardless of whether a Formal Complaint is filed, and to both the Complainant and the Respondent after a Formal Complaint is filed.

The Academy will implement supportive measures that are designed to restore or preserve equal access to the Academy’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the Academy’s educational environment or deter Sexual Harassment. The Academy will contact the Complainant to discuss the availability of supportive measures, consider the Complainant’s wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, school/campus escort services, mutual restrictions of contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the campus (including school buildings and facilities), and other similar measures (e.g., instituting

changes to extracurricular activities, transportation, and lunch in order to allow the Complainant and Respondent to avoid contact; informing the Complainant of other available resources, such as victim advocacy, academic support, disability services, health and mental health services, the right to report a crime to local law enforcement, the right to seek judicial no-contact, restraining and protective orders, and other forms of legal assistance).

The Title IX Coordinator will determine appropriate supportive measures on a case-by-case basis.

Notice Provided Prior to a Meeting, Interview () or Hearing

In advance of any interview, meeting () or hearing, the Title IX Coordinator, investigator and/or decision-maker will transmit a written notice to the Complainant and Respondent that includes:

1. a physical copy of Policy 2266 or a hyperlink to Policy 2266;
2. sufficient details known at the time so that the parties may prepare for an initial interview with the investigator, including 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);
3. a statement that the Respondent is presumed not responsible for the alleged Sexual Harassment and that a determination of responsibility will not be made until the conclusion of the adjudication and any appeal;
4. notifying the Complainant and Respondent of their right to be accompanied by an advisor of their choice;
5. notifying the Complainant and Respondent of their right to inspect and review evidence;
6. notifying the Complainant and Respondent of the Academy's prohibitions on retaliation and false statements; and
7. information about resources that are available at the Academy and in the community.

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

Role of Advisors

All parties are entitled to have an advisor of their choosing to assist them throughout the grievance process. The advisor may be a parent/guardian, relative, friend, attorney, or any other supporter that the party chooses to advise them who is eligible and available. A party may not select a person who is identified as or may be called as a witness to serve as an advisor, with the exception of a parent/guardian.

The parties are expected to notify the Title IX Coordinator, investigator and/or decision-maker of the identity of their advisors at least two (2) days before any meeting, interview () or hearing. A party may change advisors during the grievance process but needs to provide a minimum of two (2) days advanced notice to the Title IX Coordinator, investigator and/or decision-maker, as appropriate.

[] If a party is unable to identify and secure an advisor, upon request, the Title IX Coordinator will appoint an advisor, who may or may not be an attorney. Unless a party presents evidence of a conflict of interest or bias, the party may not decline the advisor assigned by the Title IX Coordinator. [DRAFTING NOTE: This option should only be selected if the Board provides for a hearing that involves live cross-examination of parties and witnesses by an advisor; if the Board provides for such a hearing, it must offer an advisor to a party who is otherwise unable to secure one.]

A party's advisor is permitted to accompany the party in all meetings and interviews at which the party is entitled to be present, including intake, investigative interviews, () hearings, [END OF OPTION] and appeals. Advisors should help their advisees to prepare for each meeting () or hearing [END OF OPTION].

Advisors are expected to conduct themselves in a professional and ethical manner, with integrity and in good faith.

All advisors are subject to the same rules, regardless of whether they are an attorney or not. The Title IX Coordinator, the investigator and the decision-maker shall have discretion to determine whether advisors may be permitted to present on behalf of the Complainant or Respondent in a meeting, interview () or hearing [END OF OPTION]. Under no circumstances would a parent/guardian be prevented from doing so. Any limitations placed on the advisors shall apply to the advisors for all parties. If it is determined the advisors are not permitted to present on behalf of the Complainant or Respondent, the advisor should request or wait for a break in the proceeding before interacting with Academy officials. Advisors may confer quietly with their advisees as necessary, as long as they do not disrupt the process. Advisors may request breaks, as needed, in order to confer with their advisees.

Prior to the first meeting, interview, () or hearing [END OF OPTION], the Title IX Coordinator, the investigator or the decision-maker will meet or speak with the advisors to clarify their roles and answer any questions they may have.

Advisors are prohibited from interfering with the investigation or the grievance process. If an advisor acts in a disruptive manner or outside the role at a meeting, interview, () or hearing [END OF OPTION], the Academy official in charge of the meeting, interview () or hearing [END OF OPTION] will warn the advisor. If the advisor continues to disrupt the proceeding or act in an unprofessional manner, the advisor will be asked to leave and will be dismissed from the meeting, interview () or hearing [END OF OPTION]. () Except with respect to a hearing [END OF OPTION], the meeting or interview will typically continue after the advisor is excused. The Title IX Coordinator will subsequently decide whether the original advisor will be reinstated or will need to be replaced by a different advisor.

In order for the Academy to share documentation related to the allegations pertaining to a student with the student party's advisor, the Eligible Student or the student party's parent/guardian must provide written consent authorizing such sharing.

The parties are not restricted from discussing or sharing information related to the allegations with their advisor or others who may support or assist them in the process.

Consistent with the Title IX regulations, advisors are required to maintain the privacy of records shared with them by the Academy during the grievance process; pursuant to FERPA, the records may not be shared with third parties, disclosed publicly, or used for purposes unrelated to the grievance process.

If an advisor is unable to attend a meeting in person, the Academy official in charge of the meeting will attempt to arrange for the advisor to participate by telephone, video, and/or virtual meeting. () However, an advisor's inability to attend a meeting will ordinarily not excuse or prevent the meeting from occurring.

If a party is a () Board () Educational Service Provider employee who is entitled to a union representative, the () Board () Educational Service Provider employee may be accompanied by both a union representative as well as another advisor at any meeting, interview () or hearing [END OF OPTION].

Remedies

If the decision-maker(s) determines the Respondent is responsible for violating Policy 2266, the Academy will take prompt and effective steps to end the sex discrimination/Sexual Harassment, () eliminate the hostile environment, [END OF OPTION] prevent its recurrence, and remedy its effects. The decision-makers(s)' written determination should recommend to the Title IX Coordinator and the () School Leader () Educational Service Provider appropriate remedies that may include, but are not limited to:

1. providing an escort for the Complainant to move safely between classes and activities;
2. ensuring the Complainant and Respondent do not share classes or extracurricular activities (e.g., re-arranging schedules at the Complainant's request);
3. providing medical, counseling, and academic support services to the Complainant and/or Respondent;
4. affording/arranging for the Complainant to have extra time to complete or re-take classes or exams without academic penalty (e.g., the Complainant is provided extensions on due dates for papers, assignments, quizzes, tests, etc.);
5. reviewing disciplinary proceedings/actions against the Complainant to see if there is a causal connection between the Sexual Harassment and the misconduct that may have resulted in the Complainant being disciplined;
6. initiating evaluations for special education or accommodations/modifications under the Individuals with Disabilities Education Improvement Act (IDEA) or Section 504 of the Rehabilitation Act of 1973;
7. imposing disciplinary sanctions/consequences, up to and including expulsion or permanent exclusion on a student Respondent and termination on an employee Respondent; and

8. ordering other global remedies such as:

- 1. training or re-training employees;**
- 2. developing and distributing materials on Sexual Harassment;**
- 3. conducting Sexual Harassment prevention programs; and/or**
- 4. conducting climate checks/surveys.**

Training

All Employees – given that the Academy is considered to have actual knowledge of Sexual Harassment or allegations of Sexual Harassment if any () Board () Educational Service Provider employee has notice of same, all () Board () Educational Service Provider employees shall receive training in:

- 1. the definition of Sexual Harassment (as that term is used in Policy 2266) (), and practical information about preventing and identifying sex discrimination and Sexual Harassment [END OF OPTION];**
 - () the behaviors and conduct that lead to and result in Sexual Harassment;**
 - () the attitudes of bystanders allowing the misconduct to continue;**
 - () the potential for re-victimization by () Board () Educational Service Provider employees and its effect on students;**
 - () appropriate methods for responding to a student who may have experienced Sexual Harassment, including the use of nonjudgmental language;**
 - () the impact of trauma on victims;**
- 7. the person(s) to whom such misconduct must be reported, including the contact information for the Title IX Coordinator(s); and**
- 8. what information should be included in a report, the consequences for failing to report, and what information must be provided to the student and/or parent. For example, () Board () Educational Service Provider employees will be trained to inform students about:**
 - 1. the employee's reporting responsibilities; and**
 - 2. their right to file a Title IX complaint with the school and to report a crime to local law enforcement. () Board () Educational Service Provider employees shall be trained to report to the Title IX Coordinator(s) both allegations of and actual incident(s) involving Sexual Harassment, without determining first whether the incident or allegations meet the applicable definition of Sexual Harassment or are substantiated.**

Title IX Coordinator(s)/Investigator(s)/Decision-Maker(s)/Facilitators of Informal Resolution Process

The Academy's Title IX Coordinator(s), along with any investigator(s), decision-maker(s), or persons designated to facilitate an informal resolution process, shall receive training on the definition of Sexual Harassment (as that term is used in Policy 2266), the scope of the Academy's education program or activity, how to conduct an investigation and grievance process including () hearings [END OF OPTION], appeals and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interests, and bias.

The training shall include information on the following topics:

1. working with and interviewing persons subjected to Sexual Harassment;
2. particular types of conduct that constitute Sexual Harassment;
3. the proper standard of review for Formal Complaints (i.e., () preponderance of the evidence () clear and convincing evidence);
4. consent, incapacity, coercion, force, and the role age, mental or physical disability, and/or drugs or alcohol can play in a person's ability to consent;
5. () the importance of accountability for Respondents determined responsible for engaging in Sexual Harassment;
6. the need for remedial actions for the Respondent, Complainant, and school community;
7. how to determine credibility;
8. how to evaluate evidence and weigh it in an impartial manner;
9. how to conduct investigations;
10. confidentiality;
- () the effects of trauma, including neurobiological change; and
- () cultural awareness training about how Sexual Harassment may impact students differently depending on their cultural backgrounds.

Decision-makers must also receive training on () any technology to be used at a live hearing and on [Drafting Note: Add the preceding option if pursuant to Policy 2266, the Board permits live hearings.] issues of relevance of questions and evidence, including when questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant.

Investigators must receive training on how to prepare an investigative report that fairly summarizes relevant evidence.

Any materials used to Train IX Coordinators, investigators, decision-makers, and any persons who facilitate an informal resolution process, must not rely on sex stereotypes,

and must promote impartial investigations and adjudications of Formal Complaints of Sexual Harassment.

Students

The Academy shall provide age-appropriate education about Sexual Harassment to students () and their parents. In the younger grades, the Academy will cover these topics in its anti-bullying and harassment training. In the older grades, students will receive training in specific topics, including:

1. Title IX and what constitutes Sexual Harassment under the academy's policies;
2. the academy's definition of consent applicable to sexual conduct, including examples;
3. how the academy analyzes whether conduct was unwelcome under Title IX;
4. how the academy analyzes whether unwelcome sexual conduct creates a hostile environment;
5. reporting options, including how to file a Formal Complaint and any timeframes set by the academy for reporting;
6. the academy's grievance process used to address reports of and Formal Complaints alleging Sexual Harassment;
7. disciplinary code provisions relating to Sexual Harassment and the consequences of violating those provisions;
- () effects of trauma, including neurobiological changes;
- () the role alcohol and drugs often play in Sexual Harassment incidents, including the deliberate use of alcohol and/or other drugs to perpetrate Sexual Harassment;
- () strategies and skills for bystanders to intervene to prevent possible Sexual Harassment;
11. how to report Sexual Harassment to school officials and local law enforcement and the ability to pursue law enforcement proceedings simultaneously with a Title IX grievance; and
12. Title IX's protections against retaliation.

The training will also encourage students to report Sexual Harassment, even if they are unsure whether the incident meets the definition of Sexual Harassment contained in Policy 2266. The Academy will emphasize that its primary concern is student safety, and that use of alcohol or drugs never makes the alleged victim at fault for Sexual Harassment.

The Academy shall specifically inform students that all () Board () Educational Service Provider employees are responsible for reporting information involving Sexual Harassment to the Title IX Coordinator(s), including the need to report the names of the

alleged Complainant and Respondent, as well as relevant facts including the date, time, and location. The issue of confidentiality will be discussed during the training.

[] Further, the Academy shall identify the individuals with whom students can speak confidentially and offer information about resources such as victim advocacy, academic support, counseling, disability services, and health and mental health services.

The Academy shall provide the above trainings on a regular basis and periodically review their efficacy.

Retaliation

Federal law strictly prohibits retaliation against a Complainant, Respondent, or witness. The Title IX Coordinator will inform the Complainant, Respondent and other individuals who participate in the grievance process of this prohibition and direct the Complainant to report any retaliation, whether by students, () Board () Educational Service Provider employees, or other members of the Academy community or Third Parties that is directed toward the Complainant. Upon learning of alleged retaliation, the Title IX Coordinator and/or the () School Leader () Educational Service Provider will take strong responsive action as appropriate.

Contact Information for the Office of Civil Rights

Individuals may submit questions or file complaints relating to Title IX with the U.S. Department of Education's Office for Civil Rights at any time. OCR's regional office in Cleveland has jurisdiction for all of Michigan:

U.S. Department of Education
Office for Civil Rights
Cleveland Office
1350 Euclid Avenue
Suite 325
Cleveland, Ohio 44115
(216) 522-4970
FAX: (216) 522-2573
TDD: (216) 522-4944
E-mail: OCR.Cleveland@ed.gov
Web: <http://www.ed.gov/ocr>

Retention of Investigatory Records and Materials

The Title IX Coordinator is responsible for overseeing retention of all records that must be maintained pursuant to Policy 2266. All investigators, decision-makers (including decision-makers of appeals) and facilitators of informal resolution processes shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, determination of responsibility, or informal resolution process, which may include but are not limited to:

1. all written reports, allegations, Formal Complaints, statements, and responses pertaining to an alleged violation of Policy 2266;

2. any narratives that memorialize oral reports, allegations, Formal Complaints, statements, and responses pertaining to an alleged violation of Policy 2266;
3. any documentation that memorializes the actions taken by Academy personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation, determination of responsibility, and/or the Academy's response to an alleged violation of Policy 2266;
4. written witness statements;
5. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
6. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of Policy 2266 (i.e., not after-the-fact commentary about or media coverage of the incident);
7. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
8. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of Policy 2266;
9. dated written determinations of responsibility/investigative reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of Policy 2266;
10. documentation of any supportive measures offered and/or provided to Complainants and/or Respondents, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
11. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
12. copies of the Board policy and/or procedures/guidelines used by the Academy to conduct the investigation, and any documents used by the Academy at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of Policy 2266 (e.g., Student Code of Conduct and/or Employee/Administrator Handbooks);
13. copies of any documentation that memorializes any informal resolution to a Formal Complaint of Sexual Harassment;

[DRAFTING NOTE: The following options may be selected if the Board determines that they are not adequately encompassed in the preceding paragraphs.]

- () documentation of any training provided to () Board () Educational Service Provider employees related to Policy 2266, including but not limited to, notification of the prohibitions and expectations of staff set forth in the policy and the role and responsibility of all () Board () Educational Service Provider employees related to enforcement of Policy 2266, including their duty to report alleged violations of the policy and/or conducting an investigation and making a determination of responsibility related to any Formal Complaints of Sexual Harassment; [REMINDER: Documentation of training must be maintained regardless of whether there is an investigation of a report of an alleged violation of Policy 2266. The Board should maintain a log of all () Board () Educational Service Provider employees who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**
- () documentation that any rights or opportunities that the Academy made available to one party during the investigation were made available to the other party on equal terms;**
- () copies of any notices sent to the Respondent that detail allegations of conduct that may constitute a violation of Policy 2266;**
- () copies of the notices sent to the Complainant and Respondent in advance of any interview, hearing or meeting;**
- () copies of any documentation or evidence used during an investigatory meeting or hearing, including the investigative report, and any written responses submitted by the Complainant or the Respondent to it.**

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

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation or proceeding related to determination of responsibility shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than seven (7) calendar years, but longer if otherwise required by the Academy's records retention schedule.



Madison Academy COVID-19 Preparedness and Response Plan

Address of School District: Elementary: 6170 Torrey Rd. Flint, MI 48507, High School: 3266 S. Genesee Rd. Burton, MI 48519

District Code Number: 25911

Building Code Number(s): 25911

District Contact Person: Ms. Jenna Badgley

District Contact Person Email Address: jbadgley@therominegroup.com

Local Public Health Department: Genesee County Health Department

Local Public Health Department Contact Person Email Address: Kelli Pleasant;
kpleasant@gchd.us

Name of Intermediate School District: Genesee Intermediate School District

Name of Authorizing Body: Bay Mills Community College

Date of Adoption by Board of Directors: August 04, 2020



Assurances

- The Academy will cooperate with local public health authorities if a confirmed case of COVID-19 is identified and, in particular will collect the contact information for any close contacts of the affected individual from two days before he or she shows symptoms to the time when he or she was last present at the Academy.
- The Academy acknowledges that it is subject to the rules governing workplace safety established in section 1 of Executive Order 2020-114 or any successor order, and has adopted a Workplace Preparedness Plan. A copy of this plan is attached.
- The Academy will be or is closed to in-person instruction when the region in which it is located in is in Michigan Safe Start Plan Phases 1-3.
- The Academy's sponsored inter-school, after school activities and athletics will be suspended when the region in which it is located in is in Michigan Safe Start Plan Phases 1-3.
- The Academy will comply with guidance from the United States Department of Education, including its Office of Civil Rights and office of Special Education and Rehabilitative Services, and the Michigan Department of Education concerning the delivery of alternative modes of instruction to students with disabilities in light of the impact of COVID-19.
- The Academy will provide for the continued pay of school employees while redeploying staff to provide meaningful work in the context of the Preparedness Plan, subject to any applicable requirements of a collective bargaining agreement if applicable.
- The Academy prohibits indoor assemblies that bring together students from more than one classroom during Michigan Safe Start Plan Phase 4.

President of the Board of Directors

Date



Introduction and Overview

Welcome to Madison Academy, an educational community full of promise, driven by powerful connections amongst staff and students. Our goal to provide students with an unparalleled educational experience remains paramount even through this time. Madison Academy anticipates that you may have questions and concerns about our efforts to manage Coronavirus. Even though cases in the county are declining, we still take the threat of illness very seriously. Each day, the Academy closely monitors and analyzes developments from local, national and international health agencies, and we are taking actions to comply with directives that are rooted in facts and medical science. There is no issue more important than the effective management of this situation. We will do all we can to insure the safe return of our staff and students. Our mission to demonstrate academic excellence and wellness, positive character development, a knowledge with interest in fine arts, a love for lifelong learning and service to others will stand true during this time as we seek collective and collaborative effort to create the safest learning environment possible.

The following plan will explain in fine detail the heightened measures Madison Academy will exhaust to maintain a safe learning community and ease the concern of its stakeholders. While being cognizant of the guiding principles, our team identified three: 1. The health and safety of our students and staff members will remain at the forefront of every decision we make. 2. We will offer flexibility and options for our parents and students, to meet the varying levels of comfort that different families and individuals have and 3. We will continue to maintain high academic expectations and rigor, while meeting the diverse needs of all of our students. The academy leadership in conjunction with other principals under our Educational Service Provider collaborated to gather meaningful feedback and identify best practices. The team was comprised of the following: Superintendent, Assistant Superintendent, multiple Principals, Instructional Coaches, MTSS Coordinator, Board of Directors, Teachers and Parents.



Plan for Operating during Phases 1, 2 or 3 of the Michigan Safe Start Plan

Phase 1, 2, or 3 Safety Protocols

All Phase 3 “required” guidelines from the Governor’s Roadmap will be followed. The school building will be closed for in-person instruction and will not be utilized for child-care. The school building will be open to teachers and staff only, for the purpose of recording instructional videos, maintaining necessary daily office routines, and passing out meals. Masks and gloves will be required by all who work in the building. Teachers will only need access to their own classroom and will not need to be present in common areas. Classroom disinfecting will be done daily. Common areas and office spaces will be disinfected twice, daily. A special campus-wide deep disinfecting of all rooms, surfaces, and contact points will be completed at the end of each week. Food service will be distributed at the main entrance of the building and will not require building access by our parents and students. Food service will also take place at targeted off-campus locations for our families who do not live in close proximity to our campus. All athletics and bussing will be immediately suspended.

Phase 1, 2, or 3 Mental & Social-Emotional Health

The teachers will be the first line of defense. They are directly communicating with each student multiple times a week checking on academics in addition to their well-being. If a teacher discovers a mental health issue they will communicate the concern and the need to administration. We will tailor all responses, as no situation is alike. We understand during a crisis situation many negative characteristics of an overwhelmed household may surface. Parents have been communicated with about various systems of support in and around the city to help during these troubled times. We will exhaust multiple tactics as comfort, trust, and established relationships are huge factors in servicing community mental health.

We will employ the following:

1. The Mental Health Liaison (MHL) and School Social Workers (SSW) will reach out to the families for screening and provide any resource needed for mental health.
2. The SSW will maintain their caseload via personal phone calls.
3. The Community Health Worker (CHW) will maintain their caseload and provide resources and referrals for mental and physical health.
4. Various school support personnel will maintain their pre-determined caseloads. (Families that have already produced indicators of distress)



5. Support personnel will hold ZOOM calls as needed one-on-one or in groups.
6. Grief counseling will continue to occur weekly.
7. The Genesee Health System offers a 24-hour crisis hotline at 810-257-3740 or sending a text to 741741. The National Suicide Prevention Lifeline can be reached by calling 1-800-273-8255.
8. Appropriate school officials are available anytime to speak with students.
8. Staff will be provided with PD and resources on self-care, SEL, vicarious trauma, etc., including [resiliency strategies](#).
9. Communication with parents and guardians through all-call, email, instructional applications, school website and social media will take place on the return to school transition information including:
[Destigmatization of COVID-19](#), understanding normal behavioral response to crises, general best practices of talking through trauma with children, positive self-care strategies that promote health and wellness.

Phase 1, 2, or 3 Instruction

All “strongly recommended” guidelines from the Roadmap will be followed.

Governance

The Academy has implemented a Return to Learning (RTL) work group, led by the Superintendent and composed of a broad group of stakeholders on the district and school level to gather feedback from families, teachers, students and school leaders about their experiences with remote learning through online surveys and/or virtual focus groups or conversations. Since the MICL Plan was created in April, the RTL has revised their district’s remote learning plan to incorporate feedback and input from the education community to improve its effectiveness. The remote learning plan has been shared with all involved stakeholders.

Remote Instruction

The Academy’s certified grade level teachers have created standard-based video lessons by subject area. The teachers plan to activate remote learning by utilizing the Google Classroom platform to integrate synchronous and asynchronous learning and best practices that promote student engagement, consistency, and differentiation. All students will be NWEA tested at the beginning, middle and end of the year to assess growth and deficit areas. Students will also be assessed by using the district’s 30-day Assessment tool in order to resume early intervention on grade level skills not mastered within that months’ pacing.

Annual IEPs and 504 plans will be reviewed in coordination with general and special education teachers to reflect the child’s needs based on assessment data and parent feedback.



Accommodations will match services accordingly. The special education team will commence online intervention and support services Monday through Friday from 9:00 a.m. to 3:00 p.m. Designated time slots will be strategically chosen to avoid sibling overlap. *The academy does not currently serve an ESL population so translated documents are not needed at this time.

*GSRP students will also be served remotely.

Communication & Family Supports

The academy will continue to communicate with its stakeholders through various avenues, as the importance of relationship maintenance is critical to student success. The academy will utilize the following:

- YouTube channels for storytelling to maintain educational normalcy.
- Zoom.com for personalized well-being calls.
- Community Health Worker continues to make phone calls to parents to assess needs for student success.
- InTouch student all call system to seek needs and provide an avenue to offer resources.
- Food distribution program weekly providing one week's worth of breakfast and lunch for every student.
- Athletic department coaches reaching out to their perspective players.
- Support service staff will maintain certain caseloads, mainly students with additional barriers to education to mitigate issues.
- Utilization of parent communication tools such as PowerSchool, Class Dojo, ClassTag, and the Remind application.

Training on accessing and using the school's digital systems and tools, and workshops for families to build digital literacy.

Professional Learning

Teachers will continue to engage in professional learning and training through virtual modes for educators to: Share knowledge, continuously learn, and exchange ideas, successes and failures around remote learning; Share information and data about students' assessment results, progress, and completed assignments; Learn how to use the school's digital systems and tools appropriately and sustainably; and Build capacity around high-quality remote learning; Utilize structures, such as professional learning communities, for educators to collaborate on prototypes for a week's worth of instruction to establish consistency and an appropriate workload.

Monitoring



The academy will utilize various assignments during the week that explicitly checks for understanding of new concepts and student accountability. They are as follows:

1. The Illuminate platform will be utilized to developed rigorous well-aligned assessments to monitor progress.
2. I-Station utilization for grades k-5
3. Also the 30-day assessments will continue to happen monthly to assess understanding of the previous months standards. This may be manipulated a bit as we matriculate through these uncharted waters. However, the idea is to maintain normal “in-school” procedures as best as possible. These assessments are generally due to be completed by the first week of each month.
4. Student attendance in the ZOOM calls and Google classroom will be maintained via Google Drive.
5. Teachers will keep a log of assignments and student completion rate in Google Drive.
6. Teachers will input assignments in PowerSchool
7. Teachers will monitor grades via PowerSchool

Phase 1, 2, or 3 Operations

All “strongly recommended” guidelines will be followed.

We have been conducting family surveys to continue learning about their level of access to technology in their homes. While the vast majority of our families have some technological device in their home, the variance in type of device, and capabilities of that device, is vast. For this reason, we are purchasing a device for each of our students.

With exception to food service, cleaning service, and technology support, all other building operations will be suspended until we progress from phase 3.

Plan for Operating during Phase 4 of the Michigan Safe Start Plan

Phase 4 Safety Protocols

All “required” and “strongly recommended” guidelines will be followed.

PPE:

- The expectations for wearing of face coverings and how to obtain clean face coverings will be included in all district to parent communications, all student orientations, and all staff orientations.



- Signage will be prominent throughout all school facilities.
- While students will be asked to provide their own face covering each day, the school will be ready to provide them for students who forget or lose their face covering.
- Fabric and clear face coverings will be provided to teachers, with the requirement to wear one of them at all times.
- Parents will be informed that fabric face coverings must be washed daily, and disposable coverings must be disposed of daily.
- Individuals (staff or students) who claim medical exemption will need to meet with the district administrative team to provide rationale and documentation. (Exempted individuals will be recorded in a master database and issued a sticker to display on their student or staff ID indicating this exemption).
- K-5 students will be required to have a face covering but will not be required to wear a face covering once they are situated in the classroom, unless the classroom activity places them in close proximity (2 feet or less) to other students.
- Students who are capable of wearing a face covering and refuse to do so in an area where a face covering is required, will be issued a face covering by a school official (teacher, paraprofessional, administrator, school safety staff, etc.) and asked to put the face covering on. The instance will be documented as a log entry in PowerSchool.
- Students showing patterns of non-compliance will be removed from the school building and placed into remote instruction, until the student agrees to comply with this safety protocol. Parents will be notified of each instance of non-compliance by the administration. Continued removals from the school building will result in permanent placement into remote instruction with the student being banned from coming to the school site.
- Staff who are capable of wearing a face covering and refuse to do so will be addressed by the school administrator and could face progressive disciplinary measures up to and including termination.
- Guests to the school building (presenters, substitute teachers, etc.) will be issued a disposable face covering (if needed) upon signing in at the main office and will be instructed to wear the face covering at all times. Instances of non-compliance will result in the guest being escorted from the building by the school safety officer or building administrator.
- In instances of uncertainty about individuals not wearing face coverings, these matters will be relayed to the building administration for review and decisive action.



Hygiene:

- Every classroom will be supplied with a touch-free, hand sanitizer station and disinfecting kit.
- All classrooms and office areas will be provided spray bottles with EPA-approved disinfectant, paper towels, face shield and gloves in order to address new cleaning protocols. Staff must wear gloves, a mask and face shield when cleaning.
- All special classrooms i.e. art, music, gym and media centers will have EPA-approved cleaning supplies stored in the classroom away from students. The teacher of record for the area will wipe down all frequently used materials after each class has exited with EPA-approved disinfectant. This will occur prior to the entrance of the next class.
- Classroom teachers will wipe down the students desks every time students exit the room at the elementary or after every period at the secondary level with EPA-approved disinfectant.
- Supplies (paper towels, soap, hand sanitizer, tissues, trash receptacles) will be checked daily and restocked in the classroom.
- Teachers will contact the office immediately if supplies run low during the school day.
- Each elementary classroom will have a hand-washing schedule. All 6-12 classrooms will utilize passing times for hand-washing breaks.
- Teachers will teach students the following on the first day of school
 - Proper handwashing on the first day of school and reinforce weekly or more often if needed.
 - How to cough and sneeze into their elbows, or to cover with a tissue and dispose of it in the trash.
- Proper mitigation strategies including hand washing and sneezing will be communicated to families via newsletters, web pages, bulletin boards, and the like. Parents and caregivers will be asked to review and reinforce with their students.
- Custodial staff will
 - Procure adequate soap, hand sanitizer, paper towels, tissues by Sept 1, November 20, February 20, and May 20.
 - Post signage related to cleaning and hygiene strategies in common areas, restrooms, and throughout the hallways by August 24.
 - Monitor hygiene supplies and refill as needed.
- Sharing school supplies will be limited. Any shared supplies will be disinfected between uses.
- Playground equipment will be thoroughly disinfected twice a week.



Screening and Reporting:

- Each student and staff member will have their temperature checked before entering the building. If a fever of 100.4 or higher is noted, that person will not be granted access to the building. Each grade level will have a specific entry point/door to be used for entrance and exit.
- The school will identify a remote and secluded room, to serve as an isolation area. Students with fevers greater than 100.4 will wait in this room for a parent to pick them up. They will not be left unattended.
- Parent communication will be made immediately with clear and concise directions on where and how to pick up the student and where to report for testing.
- School staff members who are unable to report to work due to COVID-19 symptoms will be monitored on a spreadsheet and will be asked to get tested and show testing results, prior to returning to work.
- Positive tests for staff members will result in a required quarantine away from school for 14 days. Days of quarantine for COVID-19 positive results will NOT count against employee sick time allocations.

Spacing and Moving:

- All classrooms will be arranged to keep students and desks as far apart as possible and facing the same direction. In most cases, we plan to support a distance of 6-feet apart, depending on the instructional decisions of our families (virtual vs face-to-face). In cases where 6-feet apart is not possible, furniture will be removed to encourage the greatest distance possible. This will be the only case where we may not follow a “strongly recommended” guideline. Based on our family survey data, however, we plan on being able to meet that 6-feet apart recommendation.
- All common areas will utilize floor markings and signage to maximize social distancing.
- Open office space will utilize barriers, when necessary.
- Every other sink and bathroom urinal (if possible) will be taped off to encourage proper separation.

Assemblies/Food Service:

- All assemblies that bring together more than 1 grade level will be prohibited. Assemblies will continue virtually.



- Cafeterias and gymnasiums (and possible classrooms) will be utilized to ensure students are 6-feet apart during meal times. Weather-permitting, the outside vestibule may also be used.
- Students will be dismissed to the lunchroom in a staggered fashion to discourage long waiting lines.
- Markings will be put on the floor to designate six foot distancing as students wait in line in the café.
- All cafeteria workers will wear masks, face shields and gloves when handling food items. They will wash their hands before and after all food service according to CDC guidance. Visual guidance will be posted in the kitchen and by every sink to encourage the correct procedure for hand washing.

Athletics:

- We will comply with all MHSAA guidelines
- We will not offer any large-scale indoor athletic events. All indoor athletic events will be limited to participating athletes, coaches, and immediate family members only. Extended family members and non-participating students will be prohibited from attending.
- All attending persons must properly social distance in the stands, as well as wear a face covering. This is for both home and away fans.
- All equipment will be disinfected before and after use for both games and practices.
- Personal equipment, such as water bottles, will be individually marked and not shared
- Use of the school weight room is suspended.
- Outdoor events will have a maximum capacity of 100 people and social distancing must be followed, in addition to wearing face coverings.

Transportation:

All “required” and “strongly recommended” bussing guidelines will be followed.

- Masks and hand sanitizer will be required prior to boarding the bus.
- A temperature check will be required prior to boarding the bus. Any student with a fever of 100.4 or higher will not be allowed to board. Parents will be required to be with children if children are under the age of 12, in case that student is not allowed to board.
- Each bus will have assigned seating.
- Buses will be disinfected between runs.
- Two students to a seat, maximum.



- Bus drivers, weather permitting (no precipitation, temperature above 55 degrees F), will keep windows open on the bus.

Phase 4 Mental & Social-Emotional Health

All “strongly recommended” guidelines will be followed.

The teachers will be the first line of defense. They are directly communicating with each student on a daily basis checking on academics in addition to their well-being. If a teacher discovers a mental health issue they will communicate the concern and the need to administration. We will tailor all responses, as no situation is alike. We understand during a crisis situation many negative characteristics of an overwhelmed household may surface. Parents have been communicated with about various systems of support in and around the city to help during these troubled times. We will exhaust multiple tactics as comfort, trust, and established relationships are huge factors in servicing community mental health.

We will employ the following:

1. The Mental Health Liaison (MHL) and School Social Workers (SSW) will reach out to the families for screening and provide any resource needed for mental health.
2. The SSW will maintain their caseload via personal phone calls.
3. The Community Health Worker (CHW) will maintain their caseload and provide resources and referrals for mental and physical health.
4. Various school support personnel will maintain their pre-determined caseloads. (Families that have already produced indicators of distress)
5. Support personnel will hold ZOOM calls as needed one-on-one or in groups.
6. Grief counseling will continue to occur weekly.
7. The Genesee Health System offers a 24-hour crisis hotline at 810-257-3740 or sending a text to 741741. The National Suicide Prevention Lifeline can be reached by calling 1-800-273-8255.
8. Appropriate school officials are available anytime to speak with students.
8. Staff will be provided with PD and resources on self-care, SEL, vicarious trauma, etc., including [resiliency strategies](#).
9. Communication with parents and guardians through all-call, email, instructional applications, school website and social media will take place on the return to school transition information including:



[Destigmatization of COVID-19](#), understanding normal behavioral response to crises, general best practices of talking through trauma with children, positive self-care strategies that promote health and wellness.

Phase 4 Instruction

All “strongly recommended” guidelines will be followed.

Based on stakeholder feedback, the academy will include two options for parents/students. While we will be open for five days a week, (1) face-to-face instruction, we will also allow our parents to choose a (2) full virtual, remote, instructional experience. Parents must choose their enrollment option by August 15 and we will recommend it be a semester-long decision. However, if a family meets with administration and due to circumstance would like to change their mode of instruction, that will be reviewed, considered and the appropriate adjustments will be made.

All students, regardless of the instructional method chosen, will receive their technology device at the start of the school year. Equipping the entire student body, both virtual and traditional students, with their technology devices will help us be prepared, should we need to revert back to phase 3 (remote learning for everyone). *GSRP students will also be served remotely and face-to-face, based on parent preference.

Remote Learning for K-12 students will mimic the rigorous expectations we have in our traditional classrooms and will utilize their teacher’s pre-recorded lessons (mentioned earlier) depending on the number of students who choose remote instruction. The academy will assist all remote learners with communication regarding course progress, monitoring skill mastery, and by offering academic support opportunities. MTSS for both Math and ELA will be readily available for all face-to-face learners, as well as remote learners. While we hope our virtual learning experience this Spring was effective, we realize remediation may be especially necessary this Fall. Our MTSS program will be used to address academic gaps for both face-to-face and virtual learners. IEP support and ancillary services will still be provided to all learners, regardless of the instructional method chosen.

Both K-8 and 9-12 will have a dedicated school leader (mentor) to oversee the virtual learning program and students. That leader will connect with the roster of virtual students through video chat meetings and communications methods, such as Remind101 and ClassDojo. Virtual participation in the academic program and demonstration of adequate skill acquisition (through



assessment) will be required to earn a passing grade. Attendance and interactions with our mentor will be tracked.

A district team, consisting of the Superintendent, Principals, Deans of Instruction, Virtual Program Mentors, PTO, and a selection of virtual students, will meet (virtually) to gather feedback from virtual students and families. All virtual students will have the opportunity to attend, if desired. These meetings will allow us to monitor our virtual program by examining data, identifying challenges, and continuing to maximize the effectiveness of our online program.

Parents and students who choose the remote learning option will receive training on their device and instructional program, upon picking up their device from school. Our virtual learning mentor will also conduct weekly video chat sessions to hear of potential challenges (academic or technological) that our students are facing. Parent resources will be sent home to assist with troubleshooting. A Technology and Special Projects person has also been hired to assist with remote learning creating, development and delivery.

While our phase 4 plan includes these two instructional options for our students, our district may choose to eliminate face-to-face instruction, if deemed necessary by parent feedback or otherwise.

Phase 4 Operations

All “strongly recommended” facility guidelines will be followed.

Facility access for vendors and visitors will be dependent on them following the same safety protocols we require of our staff. Facial coverings and social distancing is expected. Only essential persons and services will be allowed access to the building. Whenever possible, the needs of our visitors will be met without the entering. School personnel will have regular access to our facility, provided they follow safety protocols.

Budget provisions have been made, and will continue to be made, to allow for the acquisition of all needed PPE, cleaning supplies, or other specialized needs.

Food Service will be provided for remote learners through weekly bundled pick-ups at both the school and remote locations. On-going meetings with the food service provider and school



administration will take place to ensure campus meals are following all necessary safety protocols.

Student, Staff, and Parent surveys will be conducted monthly to gauge comfort levels and satisfaction levels. Safety procedures may be increased, if necessary.

All technology (devices and hot spots) will be passed out prior to the start of the school year. Should we need to close for in-person instruction, all students will already have their devices. The only item that will still need to be dispersed will be hot spots for students who were face-to-face students, but don't have connectivity at home. In that scenario, immediate communication with families would occur, with specific instructions for that purpose. Teacher recording equipment will already be on campus and training on that equipment will have already taken place (July/August).

School leaders will meet with transportation supervisor for assurances regarding safety protocols. On-going meetings will be scheduled to monitor the success of those protocols and identify challenges that may be noted.

In all cases, multiple modes of communication will be provided for parents and students, i.e.: Edulink, Social Media, School Website, Quarterly Newsletter, Remind101, and ClassDojo.

Plan for Operating during Phase 5 of the Michigan Safe Start Plan

Phase 5 Safety Protocols

All “strongly recommended” and “recommended” guidelines will be followed.

PPE:

- The expectations for wearing of face coverings and how to obtain clean face coverings will be included in all district to parent communications, all student orientations, and all staff orientations.
- Signage will be prominent throughout all school facilities.
- While students will be asked to provide their own face covering each day, the school will be ready to provide them for students who forget or lose their face covering.
- Fabric and clear face coverings will be provided to teachers, with the requirement to wear one of them at all times.



- Parents will be informed that fabric face coverings must be washed daily, and disposable coverings must be disposed of daily.
- Individuals (staff or students) who claim medical exemption will need to meet with the district administrative team to provide rationale and documentation. (Exempted individuals will be recorded in a master database and issued a sticker to display on their student or staff ID indicating this exemption).
- K-5 students will be required to have a face covering but will not be required to wear a face covering once they are situated in the classroom, unless the classroom activity places them in close proximity (2 feet or less) to other students.
- Students who are capable of wearing a face covering and refuse to do so in an area where a face covering is required, will be issued a face covering by a school official (teacher, paraprofessional, administrator, school safety staff, etc.) and asked to put the face covering on. The instance will be documented as a log entry in PowerSchool.
- Students showing patterns of non-compliance will be removed from the school building and placed into remote instruction, until the student agrees to comply with this safety protocol. Parents will be notified of each instance of non-compliance by the administration. Continued removals from the school building will result in permanent placement into remote instruction with the student being banned from coming to the school site.
- Staff who are capable of wearing a face covering and refuse to do so will be addressed by the school administrator and could face progressive disciplinary measures up to and including termination.
- Guests to the school building (presenters, substitute teachers, etc.) will be issued a disposable face covering (if needed) upon signing in at the main office and will be instructed to wear the face covering at all times. Instances of non-compliance will result in the guest being escorted from the building by the school safety officer or building administrator.
- In instances of uncertainty about individuals not wearing face coverings, these matters will be relayed to the building administration for review and decisive action.

Hygiene:

- Every classroom will be supplied with a touch-free, hand sanitizer station and disinfecting kit.
- All classrooms and office areas will be provided spray bottles with EPA-approved disinfectant, paper towels, face shield and gloves in order to address new cleaning protocols. Staff must wear gloves, a mask and face shield when cleaning.



- All special classrooms i.e. art, music, gym and media centers will have EPA-approved cleaning supplies stored in the classroom away from students. The teacher of record for the area will wipe down all frequently used materials after each class has exited with EPA-approved disinfectant. This will occur prior to the entrance of the next class.
- Classroom teachers will wipe down the students desks every time students exit the room at the elementary or after every period at the secondary level with EPA-approved disinfectant.
- Supplies (paper towels, soap, hand sanitizer, tissues, trash receptacles) will be checked daily and restocked in the classroom.
- Teachers will contact the office immediately if supplies run low during the school day.
- Each elementary classroom will have a hand-washing schedule. All 6-12 classrooms will utilize passing times for hand-washing breaks.
- Teachers will teach students the following on the first day of school
 - Proper handwashing on the first day of school and reinforce weekly or more often if needed.
 - How to cough and sneeze into their elbows, or to cover with a tissue and dispose of it in the trash.
- Proper mitigation strategies including hand washing and sneezing will be communicated to families via newsletters, web pages, bulletin boards, and the like. Parents and caregivers will be asked to review and reinforce with their students.
- Custodial staff will
 - Procure adequate soap, hand sanitizer, paper towels, tissues by Sept 1, November 20, February 20, and May 20.
 - Post signage related to cleaning and hygiene strategies in common areas, restrooms, and throughout the hallways by August 24.
 - Monitor hygiene supplies and refill as needed.
- Sharing school supplies will be limited. Any shared supplies will be disinfected between uses.
- Playground equipment will be thoroughly disinfected twice a week.

Screening and Reporting:

- Each student and staff member will have their temperature checked before entering the building. If a fever of 100.4 or higher is noted, that person will not be granted access to the building. Each grade level will have a specific entry point/door to be used for entrance and exit.



- The school will identify a remote and secluded room, to serve as an isolation area. Students with fevers greater than 100.4 will wait in this room for a parent to pick them up. They will not be left unattended.
- Parent communication will be made immediately with clear and concise directions on where and how to pick up the student and where to report for testing.
- School staff members who are unable to report to work due to COVID-19 symptoms will be monitored on a spreadsheet and will be asked to get tested and show testing results, prior to returning to work.
- Positive tests for staff members will result in a required quarantine away from school for 14 days. Days of quarantine for COVID-19 positive results will NOT count against employee sick time allocations.

Spacing and Moving:

- All classrooms will be arranged to keep students and desks as far apart as possible and facing the same direction. In most cases, we plan to support a distance of 6-feet apart, depending on the instructional decisions of our families (virtual vs face-to-face). In cases where 6-feet apart is not possible, furniture will be removed to encourage the greatest distance possible. This will be the only case where we may not follow a “strongly recommended” guideline. Based on our family survey data, however, we plan on being able to meet that 6-feet apart recommendation.
- All common areas will utilize floor markings and signage to maximize social distancing.
- Open office space will utilize barriers, when necessary.
- Every other sink and bathroom urinal (if possible) will be taped off to encourage proper separation.

Assemblies/Food Service:

- All assemblies that bring together more than 1 grade level will be prohibited. Assemblies continue virtually.
- Cafeterias and gymnasiums (and possible classrooms) will be utilized to ensure students are 6-feet apart during meal times. Weather-permitting, the outside vestibule may also be used.
- Students will be dismissed to the lunchroom in a staggered fashion to discourage long waiting lines.
-



- Markings will be put on the floor to designate six foot distancing as students wait in line in the café.
- All cafeteria workers will wear masks, face shields and gloves when handling food items. They will wash their hands before and after all food service according to CDC guidance. Visual guidance will be posted in the kitchen and by every sink to encourage the correct procedure for hand washing.

Athletics:

- We will comply with all MHSAA guidelines.
- We will not offer any large-scale indoor athletic events. All indoor athletic events will be limited to participating athletes, coaches, and immediate family members only. Extended family members and non-participating students will be prohibited from attending.
- All attending persons must properly social distance in the stands, as well as wear a face covering. This is for both home and away fans.
- All equipment will be disinfected before and after use for both games and practices.
- Personal equipment, such as water bottles, will be individually marked and not shared
- Use of the school weight room is suspended.
- Outdoor events will have a maximum capacity of 100 people and social distancing must be followed, in addition to wearing face coverings.

Transportation:

All “strongly recommended” and “recommended” guidelines will be followed.

- Masks and hand sanitizer will be required prior to boarding the bus.
- A temperature check will be required prior to boarding the bus. Any student with a fever of 100.4 or higher will not be allowed to board. Parents will be required to be with children if children are under the age of 12, in case that student is not allowed to board.
- Each bus will have assigned seating.
- Buses will be disinfected between runs.
- Two students to a seat, maximum.
- Bus drivers, weather permitting (no precipitation, temperature above 55 degrees F), will keep windows open on the bus.

Phase 5 Mental & Social-Emotional Health

All “strongly recommended” and “recommended” guidelines will be followed.



The teachers will be the first line of defense. They are directly communicating with each student on a daily basis checking on academics in addition to their well-being. If a teacher discovers a mental health issue they will communicate the concern and the need to administration. We will tailor all responses, as no situation is alike. We understand during a crisis situation many negative characteristics of an overwhelmed household may surface. Parents have been communicated with about various systems of support in and around the city to help during these troubled times. We will exhaust multiple tactics as comfort, trust, and established relationships are huge factors in servicing community mental health.

We will employ the following:

1. The Mental Health Liaison (MHL) and School Social Workers (SSW) will reach out to the families for screening and provide any resource needed for mental health.
2. The SSW will maintain their caseload via personal phone calls.
3. The Community Health Worker (CHW) will maintain their caseload and provide resources and referrals for mental and physical health.
4. Various school support personnel will maintain their pre-determined caseloads. (Families that have already produced indicators of distress)
5. Support personnel will hold ZOOM calls as needed one-on-one or in groups.
6. Grief counseling will continue to occur weekly.
7. The Genesee Health System offers a 24-hour crisis hotline at 810-257-3740 or sending a text to 741741. The National Suicide Prevention Lifeline can be reached by calling 1-800-273-8255.
8. Appropriate school officials are available anytime to speak with students.
8. Staff will be provided with PD and resources on self-care, SEL, vicarious trauma, etc., including [resiliency strategies](#).
9. Communication with parents and guardians through all-call, email, instructional applications, school website and social media will take place on the return to school transition information including:
[Destigmatization of COVID-19](#), understanding normal behavioral response to crises, general best practices of talking through trauma with children, positive self-care strategies that promote health and wellness.

Phase 5 Instruction

All “strongly recommended” and “recommended” guidelines will be followed.



Based on stakeholder feedback, the academy will include two options for parents/students. While we will be open for five days a week, (1) face-to-face instruction, we will also allow our parents to choose a (2) full virtual, remote, instructional experience. Parents must choose their enrollment option by August 15 and we will recommend it be a semester-long decision.

However, if a family meets with administration and due to circumstance would like to change their mode of instruction, that will be reviewed, considered and the appropriate adjustments will be made.

All students, regardless of the instructional method chosen, will receive their technology device at the start of the school year. Equipping the entire student body, both virtual and traditional students, with their technology devices will help us be prepared, should we need to revert back to phase 3 (remote learning for everyone). *GSRP students will also be served remotely and face-to-face, based on parent preference.

Remote Learning for K-12 students will mimic the rigorous expectations we have in our traditional classrooms and will utilize their teacher's pre-recorded lessons (mentioned earlier) depending on the number of students who choose remote instruction. The academy will assist all remote learners with communication regarding course progress, monitoring skill mastery, and by offering academic support opportunities. MTSS for both Math and ELA will be readily available for all face-to-face learners, as well as remote learners. While we hope our virtual learning experience this Spring was effective, we realize remediation may be especially necessary this Fall. Our MTSS program will be used to address academic gaps for both face-to-face and virtual learners. IEP support and ancillary services will still be provided to all learners, regardless of the instructional method chosen.

Both K-8 and 9-12 will have a dedicated school leader (mentor) to oversee the virtual learning program and students. That leader will connect with the roster of virtual students through video chat meetings and communications methods, such as Remind101 and ClassDojo. Virtual participation in the academic program and demonstration of adequate skill acquisition (through assessment) will be required to earn a passing grade. Attendance and interactions with our mentor will be tracked.

A district team, consisting of the Superintendent, Principals, Deans of Instruction, Virtual Program Mentors, PTO, and a selection of virtual students, will meet (virtually) to gather feedback from virtual students and families. All virtual students will have the opportunity to



attend, if desired. These meetings will allow us to monitor our virtual program by examining data, identifying challenges, and continuing to maximize the effectiveness of our online program.

Parents and students who choose the remote learning option will receive training on their device and instructional program, upon picking up their device from school. Our virtual learning mentor will also conduct weekly video chat sessions to hear of potential challenges (academic or technological) that our students are facing. Parent resources will be sent home to assist with troubleshooting. A Technology and Special Projects person has also been hired to assist with remote learning creating, development and delivery.

While our phase 5 plan includes these two instructional options for our students, our district may choose to eliminate face-to-face instruction, if deemed necessary by parent feedback or otherwise.

Phase 5 Operations

All “recommended” facility guidelines will be followed.

Facility access for vendors and visitors will be dependent on them following the same safety protocols we require of our staff. Facial coverings and social distancing is expected. Only essential persons and services will be allowed access to the building. Whenever possible, the needs of our visitors will be met without the entering. School personnel will have regular access to our facility, provided they follow safety protocols.

Budget provisions have been made, and will continue to be made, to allow for the acquisition of all needed PPE, cleaning supplies, or other specialized needs.

Food Service will be provided for remote learners through weekly bundled pick-ups at both the school and remote locations. On-going meetings with the food service provider and school administration will take place to ensure campus meals are following all necessary safety protocols.

Student, Staff, and Parent surveys will be conducted monthly to gauge comfort levels and satisfaction levels. Safety procedures may be increased, if necessary.

All technology (devices and hot spots) will be passed out prior to the start of the school year. Should we need to close for in-person instruction, all students will already have their devices.



The only item that will still need to be dispersed will be hot spots for students who were face-to-face students, but don't have connectivity at home. In that scenario, immediate communication with families would occur, with specific instructions for that purpose. Teacher recording equipment will already be on campus and training on that equipment will have already taken place (July/August).

School leaders will meet with transportation supervisor for assurances regarding safety protocols. On-going meetings will be scheduled to monitor the success of those protocols and identify challenges that may be noted.

In all cases, multiple modes of communication will be provided for parents and students, i.e.: Edulink, Social Media, School Website, Quarterly Newsletter, Remind101, and ClassDojo.

*** While our phase 4 & 5 plans include two instructional options for our students, our district may choose to adjust the mode of our offerings, if deemed necessary by stakeholder feedback or state compliance at any time.*

MADISON ELEMENTARY



MADISON HIGH SCHOOL



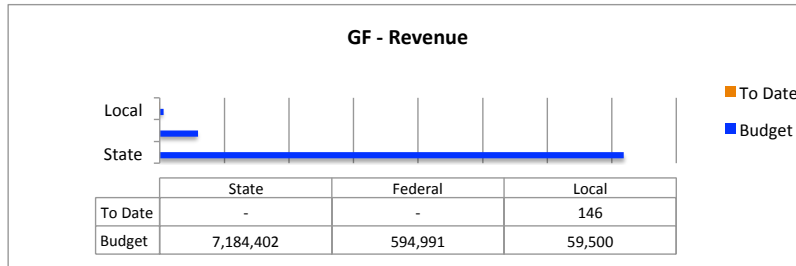
MADISON VIRTUAL ACADEMY



FINANCIAL REPORT

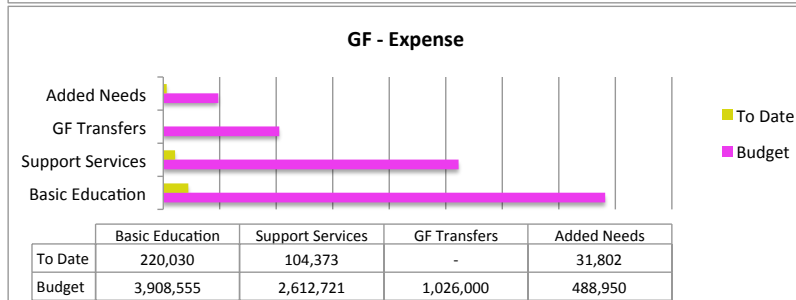
July 31, 2020

Madison Academy
General Fund Snap Shot - Revenue, Expense, Cash and Balance
As of July 31, 2020



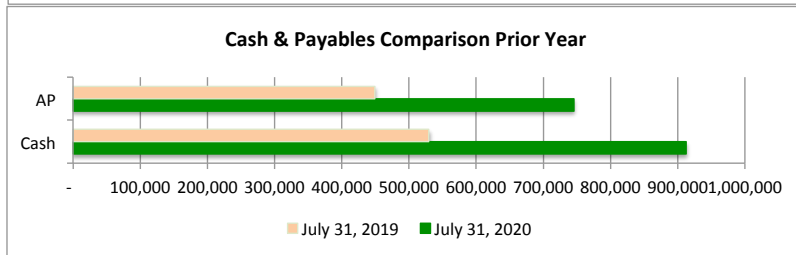
GF Revenue

	Budget	To Date	% Remaining
State	7,184,402	-	100.0%
Federal	594,991	-	100.0%
Local	59,500	146	99.8%
TOTAL	7,838,893	146	100.0%



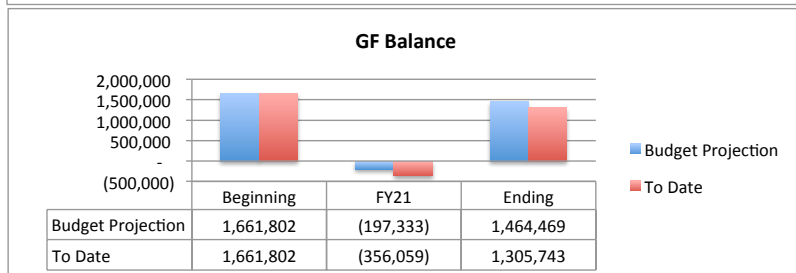
GF Expense

	Budget	To Date	% Remaining
Basic Education	3,908,555	220,030	94.4%
Support Services	2,612,721	104,373	96.0%
GF Transfers	1,026,000	-	100.0%
Added Needs	488,950	31,802	93.5%
TOTAL	8,036,226	356,205	95.6%



Cash and Payables Comparison

	Cash	AP	Net
July 31, 2020	912,601	745,312	167,289
July 31, 2019	529,720	449,182	80,538
Change	72.3%	65.9%	107.7%



GF Balance

	Beginning	FY21	Ending
Budget Projection	1,661,802	(197,333)	1,464,469
To Date	1,661,802	(356,059)	1,305,743

Madison Academy
Combined Balance Sheet - All Governmental Funds
As of July 31, 2020

ASSETS	Account Groups					Total (Memo Only)
	General Fund	School Service Fund	Debt Service Fund	General Fixed Assets	General Long-Term Debt	
Current Assets						
Cash and cash equivalents	\$ 912,601.45	\$ -	\$ -	\$ -	\$ -	\$ 912,601.45
Investments, restricted for repair and replacement	212,887.39	-	-	-	-	212,887.39
Investments, restricted to debt service	353,760.19	-	1,022,865.63	-	-	1,376,625.82
Accounts receivable	562,357.95	-	-	-	-	562,357.95
Due from other funds	-	9,194.05	-	-	-	9,194.05
Prepaid expenses	18,641.90	-	-	-	-	18,641.90
Total Current Assets	2,060,248.88	9,194.05	1,022,865.63	-	-	3,092,308.56
Capital Assets	-	-	-	8,309,218.22	-	8,309,218.22
TOTAL ASSETS	\$ 2,060,248.88	\$ 9,194.05	\$ 1,022,865.63	\$ 8,309,218.22	\$ -	\$ 11,401,526.78
LIABILITIES AND FUND BALANCE						
Liabilities						
Current Liabilities						
Accounts payable	\$ 745,311.98	\$ -	\$ -	\$ -	\$ -	\$ 745,311.98
Due to other funds	9,194.05	-	1,022,865.63	-	-	1,032,059.68
Total Current Liabilities	754,506.03	-	1,022,865.63	-	-	1,777,371.66
Long-Term Liabilities						
Long-term debt	-	-	-	-	9,810,000.00	9,810,000.00
TOTAL LIABILITIES	754,506.03	-	1,022,865.63	-	9,810,000.00	11,587,371.66
Fund Balance						
Investment in general fixed assets	-	-	-	8,309,218.22	-	8,309,218.22
Amount to provide for long-term debt	-	-	-	-	(9,810,000.00)	(9,810,000.00)
Fund Balance - GF, July 1, 2020 - Projected	1,661,802.00	-	-	-	-	1,661,802.00
Fund Balance - SSF, July 1, 2020 - Projected	-	15,463.00	-	-	-	15,463.00
Fund Balance - DSF, July 1, 2020 - Projected	-	-	-	-	-	-
Current Period	(356,059.15)	(6,268.95)	-	-	-	(362,328.10)
Total Fund Balance	1,305,742.85	9,194.05	-	8,309,218.22	(9,810,000.00)	(185,844.88)
TOTAL LIABILITIES AND FUND BALANCE	\$ 2,060,248.88	\$ 9,194.05	\$ 1,022,865.63	\$ 8,309,218.22	\$ -	\$ 11,401,526.78

**Madison Academy
Check Detail
July-2020**

Date	Num	Name	Description	Amount
Operating Account				
07/09/2020	8326	Amazon.com	Teaching Supplies/Capital Outlay	12,093.53
07/09/2020	8327	Charter Technologies	Technology Supplies	2,836.75
07/09/2020	8328	CITI Building Services	Janitorial Services	5,960.00
07/09/2020	8329	Consumers Energy	Utility, Gas	5,192.40
07/09/2020	8330	Howey & Associates	Insurance	4,313.00
07/09/2020	8331	Mutual of Omaha	Life/Dental Insurance	4,855.29
07/09/2020	8332	Orkin	Pest Control	199.00
07/09/2020	8333	Purchase Power	Postage	445.92
07/09/2020	8334	The Positivity Project	Dues & Fees	1,495.00
07/09/2020	8335	TRG Aetna Health	Health Insurance	44,729.54
07/09/2020	8336	Edgenuity Inc.	Virtual Teaching	31,280.00
07/13/2020	8337	The Romine Group	Payroll	143,485.98
07/14/2020	ACH071420	PNC Bank	Various Expense	1,445.82
07/15/2020	8338	Building Bridges Therapy Center	Contracted Services	1,122.00
07/15/2020	8339	CITI Building Services	Janitorial Services	5,960.00
07/15/2020	8340	GPS Educational Services	Contracted Services	1,901.00
07/15/2020	8341	Howey & Associates	Insurance	3,481.00
07/15/2020	8342	The Romine Group	Retirement	14,934.50
07/27/2020	8343	The Romine Group	Management Fees	60,478.91
07/29/2020	8344	The Romine Group	Retirement	30,263.00
07/29/2020	8345	The Romine Group	Payroll	151,000.00
07/30/2020	8346	Abrakadoodle of Wayne County	Contracted Art Services	1,680.00
07/30/2020	8347	Amazon.com	Office Supplies	709.96
07/30/2020	8348	Comcast	Telephone	360.09
07/30/2020	8349	Comcast Business- 762	Internet/telephone	548.72
07/30/2020	8350	Croskey Lanni, P.C.	Audit	3,000.00
07/30/2020	8351	Illuminate Education, Inc.	Student Testing	3,943.84
07/30/2020	8352	JD Lab	Athletic Supplies	781.60
07/30/2020	8353	Joddi Mills	MVA Internet, Reimbursement	2,046.63
07/30/2020	8354	Mundy Township- Building Dept.	Dues & Fees	22.50
07/30/2020	8355	Oakland Schools	Professional Development	20.00
07/30/2020	8356	Outfront Media	Advertising	2,500.00
07/30/2020	8357	MLive Media Group	Advertising	42.71
07/30/2020	8358	Pitney Bowes Global Financial Services LLC	Postage	118.98
07/30/2020	8359	Purchase Power	Postage	326.97
07/30/2020	8360	Ricoh USA Inc (Images)	Copier	83.30
07/30/2020	8361	Ricoh USA Inc (RENT)	Copier Lease	288.69
07/30/2020	8362	The Great Put On	Uniforms	636.50
07/30/2020	8363	Waste Management	Waste Removal	112.52
07/30/2020	8364	Waterlogic	Building Repairs & Maintenance	70.00
07/30/2020	8365	CITI Building Services	Janitorial Services	11,920.00
07/30/2020	8366	Mutual of Omaha	Life/Dental Insurance	5,248.67
Total July Disbursements				\$ 561,934.32

**Madison Academy
A/P Aging Summary
As of July 31, 2020**

	Current	1 - 30	31 - 60	61 - 90	>90	Total
Amazon.com	484.31					484.31
BSN Sport					3,507.32	3,507.32
Charter Technologies	47,564.91	28,976.00				76,540.91
CITI Building Services	6,160.00					6,160.00
Comcast Business					(7,538.48)	(7,538.48)
Comfort Temp	4,200.00					4,200.00
Croskey Lanni, P.C.		3,000.00				3,000.00
Dickinson Wright		4,394.40				4,394.40
Edgenuity Inc.	84,000.00					84,000.00
Michelle Maurey	200.00					200.00
Mick's Landscaping & Snow Removal		1,157.00				1,157.00
Mundy Township- Building Dept.		22.50				22.50
Mutual of Omaha		(5,248.67)				(5,248.67)
Pearson Education	5,716.20					5,716.20
Powers Catholic High School					47,143.75	47,143.75
The Romine Group	77,385.07	1,745.90	66,810.42	133,527.86	240,678.49	520,147.74
The Scholars Etiquette and Self Image Institute			1,425.00			1,425.00
TOTAL	\$ 225,710.49	\$ 34,047.13	\$ 68,235.42	\$ 133,527.86	\$ 283,791.08	\$ 745,311.98

Madison Academy
Statement of Revenues & Expenditures - All Governmental Funds

	For the Month of July 2020	For the Period July 1, 2020 to July 31, 2020	Approved Budget	Remaining Budget
Revenue				
11-0-151-000 Interest Income	\$ -	\$ -	\$ 7,500.00	\$ 7,500.00
11-0-172-000 Uniform Revenue	146.00	146.00	14,000.00	13,854.00
11-0-199-000 Miscellaneous Income	-	-	25,000.00	25,000.00
11-0-199-001 Fundraising Income	-	-	2,000.00	2,000.00
11-0-199-002 Student Activities	-	-	1,000.00	1,000.00
11-0-199-003 Bay Mills Grant	-	-	2,000.00	2,000.00
11-0-199-008 Athletics Income	-	-	8,000.00	8,000.00
11-0-311-000 Targeted Literacy Instruction	-	-	4,877.00	4,877.00
11-0-311-010 State Aid Foundation Allowance	-	-	6,674,800.00	6,674,800.00
11-0-312-000 Headlee Data Collect (152a)	-	-	27,000.00	27,000.00
11-0-312-010 Preschool	-	-	103,240.00	103,240.00
11-0-312-010-1 PY Preschool	-	-	22,935.00	22,935.00
11-0-312-020 At Risk (31A)	-	-	275,000.00	275,000.00
11-0-312-120 Special Ed Headlee (51c)	-	-	71,000.00	71,000.00
11-0-312-130 CTE Per Pupil Incentive (61d)	-	-	550.00	550.00
11-0-315-070 First Robotics	-	-	5,000.00	5,000.00
11-0-414-025 ESSER (Cares Act)	-	-	151,991.00	151,991.00
11-0-414-140 Title I	-	-	197,000.00	197,000.00
11-0-414-140-2 Title IV	-	-	28,000.00	28,000.00
11-0-414-210 Title II	-	-	32,000.00	32,000.00
11-0-417-120 IDEA	-	-	125,000.00	125,000.00
11-0-519-000 Special Ed Act18	-	-	40,000.00	40,000.00
11-0-519-001 Education Development Plan	-	-	21,000.00	21,000.00
25-0-161-110 Student Lunch Income	-	-	500.00	500.00
25-0-312-110 State School Lunch (31d)	-	-	7,500.00	7,500.00
25-0-414-110 Federal Food Income	-	-	356,500.00	356,500.00
25-0-481-0110 Commodity Revenue	-	-	-	-
31-0-151-000 Interest/ Debt Services	-	-	-	-
Total Revenue	\$ 146.00	\$ 146.00	\$ 8,203,393.00	\$ 8,203,247.00
Expenditures				
11-1-111 Elementary				
3110-101-000 Contracted Art Services	\$ -	\$ -	\$ 51,000.00	\$ 51,000.00
3110-1240-101-000 Teacher Salaries	15,681.32	15,681.32	210,900.00	195,218.68
3110-1240-101-001 Shared Services	-	-	1,300,000.00	1,300,000.00
3110-1870-101-000 Substitute Teachers	-	-	7,000.00	7,000.00
3110-2120-101-000 Life/Disability	183.77	183.77	3,164.00	2,980.23
3110-2120-101-001 Shared Service Life/Disability	844.64	844.64	19,500.00	18,655.36
3110-2130-101-000 Health	2,950.71	2,950.71	61,000.00	58,049.29
3110-2130-101-001 Shared Service Health	13,210.33	13,210.33	175,000.00	161,789.67
3110-2820-101-000 401K	-	-	12,654.00	12,654.00
3110-2820-101-001 Shared Service 401K	-	-	78,000.00	78,000.00
3110-2830-101-000 FICA	1,042.09	1,042.09	16,134.00	15,091.91
3110-2830-101-001 Shared Service FICA	-	-	99,450.00	99,450.00
3110-2840-101-000 WC	-	-	1,054.00	1,054.00
3110-2840-101-001 Shared Service Wkrs Comp	-	-	6,500.00	6,500.00
3110-2850-101-000 Unemployment	-	-	1,200.00	1,200.00
3110-2850-101-001 Shared Service Unemployment	-	-	9,000.00	9,000.00
3190-1290-101-000 Educational Development Plan Leader	-	-	8,000.00	8,000.00
3220-101-000 Workshops	-	-	1,000.00	1,000.00
5110-101-000 Teaching Supplies	-	-	4,000.00	4,000.00
5210-101-000 Textbooks	-	-	20,000.00	20,000.00
5210-101-001 Elementary Technology	-	-	20,000.00	20,000.00
7910-101-001 Shared Service Expense	-	-	205,000.00	205,000.00
7910-101-002 Uniforms	-	-	10,000.00	10,000.00

Madison Academy
Statement of Revenues & Expenditures - All Governmental Funds

	For the Month of July 2020	For the Period July 1, 2020 to July 31, 2020	Approved Budget	Remaining Budget
7910-101-003 Miscellaneous	-	-	1,000.00	1,000.00
7910-101-005 Staff Incentives	-	-	5,000.00	5,000.00
7910-101-006 Student Incentives	-	-	5,000.00	5,000.00
At Risk 31A				
3110-1240-306-000 Teacher Salary 31A	13,941.66	13,941.66	164,000.00	150,058.34
3110-2120-306-000 31A Life/Disability	137.26	137.26	2,460.00	2,322.74
3110-2130-306-000 31a Health	3,375.15	3,375.15	43,600.00	40,224.85
3110-2820-306-000 31a 401K	-	-	9,840.00	9,840.00
3110-2830-306-000 31A FICA	1,033.27	1,033.27	12,546.00	11,512.73
3110-2850-306-000 31A Unemployment	-	-	1,000.00	1,000.00
Total 11-1-111 Elementary	52,400.20	52,400.20	2,564,002.00	2,511,601.80
11-1-112 Middle School				
3110-1240-101-000 Teacher Salaries	14,191.66	14,191.66	172,500.00	158,308.34
3110-2120-101-000 Life/Disability	146.67	146.67	2,588.00	2,441.33
3110-2130-101-000 Health	2,638.06	2,638.06	43,600.00	40,961.94
3110-2820-101-000 401K	-	-	10,350.00	10,350.00
3110-2830-101-000 FICA	1,056.76	1,056.76	13,196.00	12,139.24
3110-2840-101-000 WC	-	-	863.00	863.00
3110-2850-101-000 Unemployment	-	-	800.00	800.00
5110-101-000 Teaching Supplies	-	-	3,000.00	3,000.00
5210-101-000 Textbooks/Subscriptions	-	-	15,000.00	15,000.00
Total 11-1-112 Middle School	18,033.15	18,033.15	261,897.00	243,863.85
11-1-113 High School				
3110-1240-101-000 Teacher Salaries	40,441.68	40,441.68	525,000.00	484,558.32
3110-1870-101-000 Substitutes	600.00	600.00	-	(600.00)
3110-2120-101-000 Life/Disability	368.26	368.26	7,875.00	7,506.74
3110-2130-101-000 Health	6,888.07	6,888.07	140,000.00	133,111.93
3110-2820-101-000 401K	-	-	31,500.00	31,500.00
3110-2830-101-000 FICA	3,077.65	3,077.65	40,163.00	37,085.35
3110-2840-101-000 Workers Comp	-	-	2,625.00	2,625.00
3110-2850-101-000 Unemployment Comp	-	-	4,500.00	4,500.00
5110-101-000 Teaching Supplies	-	-	10,000.00	10,000.00
5110-101-002 HS Dual Enrollment	-	-	2,000.00	2,000.00
5210-101-000 Textbooks	-	-	15,000.00	15,000.00
5210-101-001 High School Technology	-	-	20,000.00	20,000.00
5210-101-002 High School Virtual Program	89,716.20	89,716.20	90,000.00	283.80
7910-101-000 Miscellaneous	-	-	1,000.00	1,000.00
7910-101-002 First Robotics	-	-	47,000.00	47,000.00
7910-101-003 Staff Incentives	-	-	4,000.00	4,000.00
7910-101-004 Student Incentives	-	-	4,000.00	4,000.00
Total 11-1-113 High School	141,091.86	141,091.86	944,663.00	803,571.14
11-1-118 Preschool				
7910-101-000 Preschool Misc	-	-	1,000.00	1,000.00
GSRP				
3110-1240-343-000 GSRP Salary	6,100.00	6,100.00	60,700.00	54,600.00
3110-2120-343-000 GSRP Life/Disability	53.53	53.53	910.00	856.47
3110-2130-343-000 Health Care	1,917.42	1,917.42	33,300.00	31,382.58
3110-2820-343-000 GSRP 401K	-	-	3,035.00	3,035.00
3110-2830-343-000 FICA	433.64	433.64	4,644.00	4,210.36
3110-2840-343-000 GSRP Workers Comp	-	-	304.00	304.00
3110-2850-343-000 Unemployment GSRP	-	-	500.00	500.00
3110-343-000 Preschool field Trip	-	-	2,000.00	2,000.00
3110-343-000 GSRP Substitutes	-	-	200.00	200.00

Madison Academy
Statement of Revenues & Expenditures - All Governmental Funds

	For the Month of July 2020	For the Period July 1, 2020 to July 31, 2020	Approved Budget	Remaining Budget
5110-343-000 GSRP Teaching Supplies	-	-	3,000.00	3,000.00
7410-343-000 Dues/Fees	-	-	400.00	400.00
Total GSRP	8,504.59	8,504.59	108,993.00	100,488.41
Total 11-1-118 Preschool	8,504.59	8,504.59	109,993.00	101,488.41
11-1-119 Basic Program- Summer School				
3110-1240-753-000 Title IV Summer School	-	-	28,000.00	28,000.00
Total 11-1-119 Basic Program- Summer School	-	-	28,000.00	28,000.00
11-1-122 Special Education				
3110-1240-101-000 Special Ed Salaries	4,658.34	4,658.34	94,000.00	89,341.66
3110-1870-101-000 Substitutes	-	-	1,000.00	1,000.00
3110-2120-101-000 Life/Disability	40.45	40.45	1,410.00	1,369.55
3110-2130-101-000 Health	-	-	17,400.00	17,400.00
3110-2820-101-000 401K	-	-	5,170.00	5,170.00
3110-2830-101-000 FICA	356.36	356.36	7,191.00	6,834.64
3110-2840-101-000 WC	-	-	470.00	470.00
3110-2850-101-000 Unemployment	-	-	500.00	500.00
5110-101-000 Special Ed Supplies	-	-	500.00	500.00
IDEA				
3110-1240-801-000 Special Ed IDEA Salaries	3,725.00	3,725.00	86,000.00	82,275.00
3110-2120-801-000 Life/Disability IDEA	38.54	38.54	1,290.00	1,251.46
3110-2130-801-000 Health IDEA	735.62	735.62	9,400.00	8,664.38
3110-2820-801-000 401K IDEA	-	-	4,300.00	4,300.00
3110-2830-801-000 FICA IDEA	284.97	284.97	6,579.00	6,294.03
3110-2840-801-000 WC	-	-	430.00	430.00
3110-2850-801-000 IDEA Unemployment	-	-	500.00	500.00
3110-801-000 IDEA Contracted Services	-	-	17,000.00	17,000.00
Total IDEA	4,784.13	4,784.13	125,499.00	120,714.87
Total 11-1-122 Special Education	9,839.28	9,839.28	253,140.00	243,300.72
11-1-125 Compensatory Education				
At Risk 31A				
3110-1240-306-000 31A Intervention	4,308.34	4,308.34	-	(4,308.34)
3110-1240-306-001 31A Behavior Interventionist	5,470.08	5,470.08	-	(5,470.08)
3110-2120-306-000 Life/Disability 31A	35.73	35.73	-	(35.73)
3110-2130-306-000 Health 31A	1,178.17	1,178.17	-	(1,178.17)
3110-2830-306-000 FICA 31A	327.80	327.80	-	(327.80)
Total At Risk 31A	11,320.12	11,320.12	-	(11,320.12)
Title I				
3110-1240-601-000 Title 1 Salaries	8,058.32	8,058.32	140,000.00	131,941.68
3110-2120-601-000 Life/Disability Title I	70.97	70.97	2,100.00	2,029.03
3110-2130-601-000 Health Title I	1,902.58	1,902.58	39,900.00	37,997.42
3110-2820-601-000 401K Title I	-	-	7,700.00	7,700.00
3110-2830-601-000 FICA Title I	610.81	610.81	10,710.00	10,099.19
3110-2850-601-000 Unemployment Title I	-	-	900.00	900.00
5110-601-000 Supplies - Title I	-	-	1,000.00	1,000.00
6410-601-000 Title I Capital Outlay	-	-	18,500.00	18,500.00
7110-601-000 Afterschool Programming	-	-	15,000.00	15,000.00
Total 11-1-125 Compensatory Education	21,962.80	21,962.80	235,810.00	213,847.20

Madison Academy
Statement of Revenues & Expenditures - All Governmental Funds

	For the Month of July 2020	For the Period July 1, 2020 to July 31, 2020	Approved Budget	Remaining Budget
11-1-212 Guidance				
3130-1220-101-000 Guidance Salary	4,083.34	4,083.34	49,000.00	44,916.66
3130-2130-101-000 Health	1,166.68	1,166.68	15,400.00	14,233.32
3130-2140-101-000 Life/Disability	51.38	51.38	735.00	683.62
3130-2820-101-000 401K	-	-	2,940.00	2,940.00
3130-2830-101-000 FICA	282.80	282.80	3,748.00	3,465.20
3130-2840-101-000 WC	-	-	245.00	245.00
3130-2850-101-000 Unemployment	-	-	400.00	400.00
Total 11-1-212 Guidance	5,584.20	5,584.20	72,468.00	66,883.80
11-1-214 Psychological Services				
3130-101-000 Contracted Psychological Services	-	-	15,000.00	15,000.00
Total 11-1-214 Psychological Services	-	-	15,000.00	15,000.00
11-1-215 Speech				
3130-101-000 Contracted Speech Services	-	-	49,000.00	49,000.00
Total 11-1-215 Speech	-	-	49,000.00	49,000.00
11-1-216 Social Worker				
3130-1440-101-000 Social Worker	-	-	29,000.00	29,000.00
3130-2130-101-000 Social Worker Health	-	-	5,460.00	5,460.00
3130-2820-101-000 SW 401K	-	-	1,595.00	1,595.00
3130-2830-101-000 Social Worker FICA	-	-	2,219.00	2,219.00
3130-2850-101-000 Social Worker Unemployment	-	-	500.00	500.00
Total 11-1-216 Social Worker	-	-	38,774.00	38,774.00
11-1-221 Improvement of Instruction				
Title II				
3220-762-001 Title II Professional Development	-	-	16,000.00	16,000.00
Total 11-1-221 Improvement of Instruction	-	-	16,000.00	16,000.00
11-1-226 Supervision and Direction				
3150-1160-343-000 GSRP Supervision	-	-	6,000.00	6,000.00
Total 11-1-226 Supervision and Direction	-	-	6,000.00	6,000.00
11-1-227 Student Services				
5110-101-000 Testing	3,943.84	3,943.84	12,000.00	8,056.16
Total 11-1-227 Student Services	3,943.84	3,943.84	12,000.00	8,056.16
11-1-231 General Administration				
3170-101-000 Attorney	-	-	7,000.00	7,000.00
3180-101-000 Audit	-	-	11,000.00	11,000.00
3191-101-000 Board Policy Service	-	-	1,500.00	1,500.00
3510-101-000 Advertising	2,542.71	2,542.71	11,000.00	8,457.29
7910-101-000 Background	-	-	1,200.00	1,200.00
Total 11-1-231 General Administration	2,542.71	2,542.71	31,700.00	29,157.29
11-1-232 Exec. Administration				
3190-101-000 Purchased ESP Management Fees	-	-	667,480.00	667,480.00
3190-101-001 Bay Mills Fees	-	-	200,244.00	200,244.00
Total 11-1-232 Exec. Administration	-	-	867,724.00	867,724.00

Madison Academy
Statement of Revenues & Expenditures - All Governmental Funds

	For the Month of July 2020	For the Period July 1, 2020 to July 31, 2020	Approved Budget	Remaining Budget
11-1-241 School Administration				
3150-1190-101-000 Principal & Admin Salaries	34,333.32	34,333.32	459,500.00	425,166.68
3150-2120-101-000 Life/Disability	178.77	178.77	6,893.00	6,714.23
3150-2130-101-000 Health	3,889.42	3,889.42	77,000.00	73,110.58
3150-2820-101-000 401K	-	-	27,570.00	27,570.00
3150-2830-101-000 FICA	2,567.21	2,567.21	35,152.00	32,584.79
3150-2840-101-000 WC	-	-	2,297.00	2,297.00
3150-2850-101-000 Unemployment	-	-	2,500.00	2,500.00
3220-101-000 Workshops	-	-	2,000.00	2,000.00
3430-101-000 Postage	445.95	445.95	4,500.00	4,054.05
3610-101-000 Copying	83.30	83.30	12,000.00	11,916.70
5910-101-000 Office Supplies	1,240.90	1,240.90	8,000.00	6,759.10
5910-101-001 Paper Supply	-	-	6,000.00	6,000.00
7410-101-000 Dues/Fees	45.00	45.00	5,000.00	4,955.00
7910-101-000 Miscellaneous	-	-	1,000.00	1,000.00
Total 11-1-241 School Administration	42,783.87	42,783.87	649,412.00	606,628.13
11-1-259 Other Business Service				
7410-101-000 Bank Fees	99.00	99.00	1,000.00	901.00
Total 11-1-259 Other Business Service	99.00	99.00	1,000.00	901.00
11-1-261 Operations & Maintenance				
3150-1640-101-000 Janitor Salaries	2,833.32	2,833.32	32,000.00	29,166.68
3150-2120-101-000 Life/Disability	-	-	480.00	480.00
3150-2820-101-000 401K	-	-	1,760.00	1,760.00
3150-2830-101-000 FICA	216.76	216.76	2,448.00	2,231.24
3150-2840-101-000 WC	-	-	160.00	160.00
3150-2850-101-000 Unemployment Comp	-	-	300.00	300.00
3190-101-000 Cleaning	8,620.00	8,620.00	110,000.00	101,380.00
3410-101-000 Telephone	679.30	679.30	8,500.00	7,820.70
3490-101-000 Internet	4,454.51	4,454.51	10,000.00	5,545.49
3830-101-000 Water/Sewer	-	-	12,000.00	12,000.00
3840-101-000 Waste	112.52	112.52	10,000.00	9,887.48
3890-101-000 Security	-	-	8,000.00	8,000.00
3910-101-000 General Insurance	5,690.00	5,690.00	36,000.00	30,310.00
4110-101-000 Building Repairs & Maintenance	70.00	70.00	40,000.00	39,930.00
4110-101-000 Lawn/Snow	-	-	35,000.00	35,000.00
4120-101-000 Equipment Repairs & Maintenance	-	-	17,000.00	17,000.00
4140-101-000 Tech Software & Supplies	-	-	9,000.00	9,000.00
4140-101-001 Web Tech Contracts	200.00	200.00	2,500.00	2,300.00
4140-101-003 SRSD Contracts	-	-	4,500.00	4,500.00
4190-101-000 HVAC Repair & Maint.	4,200.00	4,200.00	24,000.00	19,800.00
4910-101-000 Tech Repair & Maint.	-	-	35,000.00	35,000.00
5510-101-000 Gas	-	-	30,000.00	30,000.00
5520-101-000 Electric	-	-	55,000.00	55,000.00
5990-101-000 Janitorial Supplies	6,160.00	6,160.00	40,000.00	33,840.00
5990-343-000 GSRP Cleaning	-	-	10,000.00	10,000.00
6410-101-000 CO- Tech Hardware Depreciable	2,457.00	2,457.00	-	(2,457.00)
6410-101-001 CO- Furniture	-	-	5,000.00	5,000.00
7910-101-000 Miscellaneous	-	-	1,000.00	1,000.00
COVID Expense				
3150-1640-798-000 COVID Salaries	2,500.00	2,500.00	-	(2,500.00)
3150-2830-798-000 FICA	183.05	183.05	-	(183.05)
Total 11-1-261 Operations & Maintenance	38,376.46	38,376.46	539,648.00	501,271.54

Madison Academy
Statement of Revenues & Expenditures - All Governmental Funds

	For the Month of July 2020	For the Period July 1, 2020 to July 31, 2020	Approved Budget	Remaining Budget
11-1-271 Transportation				
7910-101-000 Transportation	10,238.06	10,238.06	242,465.00	232,226.94
Total 11-1-271 Transportation	10,238.06	10,238.06	242,465.00	232,226.94
11-1-291 Pupil Activities				
7910-101-001 Student Activities	-	-	8,000.00	8,000.00
7910-101-002 Field Trip Fees	-	-	5,000.00	5,000.00
7910-101-003 Fundraising Expense	-	-	3,000.00	3,000.00
Total 11-1-291 Pupil Activities	-	-	16,000.00	16,000.00
11-1-293 Athletics				
3190-1560-101-000 Stipends Coaching	750.00	750.00	20,000.00	19,250.00
3190-2830-101-000 Athletics FICA	55.13	55.13	1,530.00	1,474.87
3190-2850-101-000 Athletics Unemployment	-	-	500.00	500.00
5990-101-000 Supplies	-	-	20,000.00	20,000.00
7910-101-000 Misc	-	-	3,000.00	3,000.00
7910-101-001 Referees	-	-	8,000.00	8,000.00
Total 11-1-293 Athletics	805.13	805.13	53,030.00	52,224.87
11-1-351 After School Student Care				
3190-1630-101-000 After School Student Care Wages	-	-	2,000.00	2,000.00
3190-2830-101-000 FICA	-	-	300.00	300.00
3190-2850-101-000 Unemployment	-	-	200.00	200.00
Total 11-1-351 After School Student Care	-	-	2,500.00	2,500.00
11-1-600 Other Operating Transfers Out				
8000-631-000 Op Tr to DSF	-	-	1,026,000.00	1,026,000.00
Total 11-1-600 Other Operating Transfers Out	-	-	1,026,000.00	1,026,000.00
25-1-297 Lunch				
297-5610-850-000 Breakfast	-	-	80,000.00	80,000.00
297-5610-851-000 Lunch	-	-	185,000.00	185,000.00
3190-101-000 Cleaning	3,300.00	3,300.00	39,600.00	36,300.00
3190-1650-101-000 Lunch Aide Salaries	2,758.32	2,758.32	57,000.00	54,241.68
3190-2830-101-000 FICA	210.63	210.63	4,646.00	4,435.37
3190-2850-101-000 Unemployment	-	-	1,000.00	1,000.00
5990-101-000 Supplies/Materials	-	-	2,000.00	2,000.00
Total 25-1-297 Lunch	6,268.95	6,268.95	369,246.00	362,977.05
31-1-511 Debt Service				
31-0-611-0000-0000 Op Tr from GF	-	-	-	-
31-1-259-7210-000-000 Interest Expense	-	-	-	-
31-1-259-7211-000-000 Bond Principal	-	-	-	-
7110-101-000 Debt Service Fees	-	-	-	-
Total 31-1-511 Debt Service	-	-	-	-
Total Expenditures	362,474.10	362,474.10	8,405,472.00	8,042,997.90
Excess (deficiency) of revenues over expenditures	\$ (362,328.10)	\$ (362,328.10)	\$ (202,079.00)	\$ 160,249.10



MADISON BOARD OF DIRECTORS

Mission Statement

“The mission of Madison Academy is to instill in its students; academic excellence, character development, a love for lifelong learning and service to others.”

**PROPOSED MEETING MINUTES: Virtual meeting in response to COVID-19
Tuesday, July 14, 2020
6:30 p.m.
Madison Academy High School
3266 South Genesee Road
Burton, MI 48519**

- Call to Order** Meeting was called to order at 6:32 p.m.
- Pledge of Allegiance**
- Roll Call** Rigel Dawson, President - Present
Sammie L. Turner, Vice President - Absent
Bob Scherman, Treasurer - Present
Rhonda Bachman, Secretary - Present
Lutullus Penton, Director - Absent
- Approval of the Agenda** Motion to approve the agenda with amendments by R. Scherman, supported by R. Bachman.
Yes - 3 No - 0
Motion carries.
- Oath of Office** Robert Scherman
- Annual Org** Nominate Temporary Chairperson
1a. Motion to nominate Rhonda Bachman Temporary Chairperson to preside over the meeting until the election of the President of the Board of Directors by R. Sherman, supported by R. Dawson.
Yes - 3 No - 0
Motion carries.

2. Election of president

Motion to nominate Rigel Dawson as President of the Board of Directors by R. Bachman, supported by R. Scherman.

Yes - 3 No - 0

Motion carries.

Rigel Dawson assumed the chairmanship and continued with the election of Vice President, Secretary and Treasurer for the 2020-2021 school year.

3. Consent Agenda Resolutions

1. **Election of Officers**

Motion to nominate Member Rhonda Bachman as Vice President of Madison Academy Board of Directors.

Motion to nominate Member Lutullus Penton as Secretary of Madison Academy Board of Directors.

Motion to nominate Member Robert Scherman as Treasurer of Madison Academy Board of Directors.

2. **Resolution indicating Board will comply with all laws, rules and regulations.**

Motion that Board will comply with all laws, rules and regulations.

3. **Resolution setting date, time and place of Regular Board Meetings and location of Official Posting Location** (Board recording secretary is responsible for posting the meetings).

Motion that the regular Board meetings will be the **Second Tuesday** of each month at **6:30 p.m.** unless otherwise indicated, at Madison Academy High School located at 3266 Genesee Rd, Flint 48519. All Board minutes are available for public inspection in the Academy's administrative office. The Board will comply with the American Disabilities Act in making Board meetings accessible to those needing special accommodations. Delphine Rogers will be responsible to post the meeting notices in public view. The official postings location will be the Academy's entrance doors.

August 4, 2020*

September 8, 2020

October 13, 2020

November 10, 2020

December 8, 2020

January 12, 2021

February 9, 2021

March 9, 2021

April 13, 2021

May 11, 2021

June 8, 2021

July 13, 2021

4. Resolution Designating Depositories for Various Funds and Authorized Signatures

Motion designating PNC Bank as the depository of school funds and that all Members will be signatures on the account.

5. Resolution Designating FOIA Contact

Motion to name Tricia Osborne, as the Freedom of Information Act, Sexual Harassment, Title VI, Title IX and Section 504 contact person.

6. Resolution Designating Legal Counsel

Motion to appoint Dickinson-Wright as the Board's legal counsel.

7. Resolution Designating the Board's Audit Firm

Motion that the board appoint Croskey, Lanni and Co. as the auditing firm.

8. Resolution to Bond Board Treasurer

Motion to Bond Treasurer Robert Scherman

9. Resolution to appoint Academy's Chief Administrative Officer

Motion to designate Rigel Dawson as Academy's CAO.

10. Resolution appointing designated AHERA contract

Motion to designate Paul Romine as the Academy's AHERA contact.

11. Resolution to Adopt Attached School Calendar

Motion to adopt the calendar for 2020-2021 as presented.
(Attachment 1)

12. Resolution designating BMCC Compliance Officer

Motion to designate Delphine Rogers as the Academy's BMCC Compliance Officer.

13. Resolution Setting Board Member Salaries

Motion showing that the position of Board Member is unpaid.

14. Resolution designating Local Newspaper

Motion that the Flint Journal is designated as the Academy's local newspaper for the purpose of posting legal notices.

15. Resolution designating Homeless Children and Youth Liaison

Motion that Megan Fisher, is hereby designated as the Academy's local liaison for the homeless children and youth as authorized under the Title VII-B of the McKinney-Vento Homeless Assistance Act (42 USC 11431 et seq.) in 1987 and as reauthorized by the No Child Left Behind Act of 2001.

Consent Items	<p>Motion to approve the minutes from the June 23, 2020 meeting by R. Scherman, supported by R. Bachman. Yes - 3 No - 0 Motion carries.</p> <p>Motion to approve the minutes from the 20-21 Budget Hearing by R. Scherman, supported by R. Bachman. Yes - 3 No - 0 Motion carries.</p> <p>Motion to approve the Board's Treasurer's Report for June 2020 by R. Bachman, supported by R. Scherman. Yes - 3 No - 0 Motion carries.</p> <p>Motion to approve the Organizational Consent Resolutions by R. Bachman, supported by R. Scherman. Yes - 3 No - 0 Motion carries.</p>
ESP/Principal Report	<p>Superintendent/VP Will Kneer discussed the preliminary School Reopening Plan with Board Members. The complete plan will be submitted to the Board at the August meeting and forwarded to Bay Mills for approval by August 10, 2020.</p>
Call to the Public	<p>None.</p>
Discussion Items:	<p>MHSAA 2020-2021 Membership Resolution</p>
Action Items:	<p>Motion to adopt MHSAA 2020-2021 Membership Resolution by R. Scherman, supported by R. Bachman. Yes - 3 No - 0 Motion carries.</p>
Reports/Board Individual Comments	<p>None.</p>
BMCC Consultant Alejandro Velasquez	<p>Bay Mills consultant, Gabriela Velasquez reviewed Madison's Compliance Report for this month. Superintendent Kneer asked that she pass along to BMCC his appreciation for keeping us up-to-date on our requirements as it relates to the COVID-19 pandemic.</p>
Announcement/Upcoming Events	<p>The next Regular Board of Director's meeting is to be held on August 4, 2020*, at 6:30 p.m. at Madison Academy High School - 3266 South Genesee Road; Burton, MI 48519.</p>
Adjournment	<p>The meeting was adjourned at 7:05 p.m.</p>

The above minutes were duly adopted by the Madison Academy Board of Directors at a properly noticed open meeting held on _____ at which a quorum was present.

Approved: _____

Submitted by: L. Penton, Secretary

These meetings of the Board of Directors are in public for the purpose of conducting the school's business and are not to be considered a public community meeting. There is a time for public participation during each meeting as indicated in the agenda. Upon request to the academy office, the academy shall make reasonable accommodations for a person with a disability to be able to participate in this meeting.