

LINCOLN CONSOLIDATED SCHOOLS Ypsilanti, Michigan

BOARD OF EDUCATION MEETING

April 27, 2020 6:00 p.m. Lincoln High School-West End Media Center (Virtual Meeting-Google Meets)

<u>AGENDA</u>

- 1.0 CALL TO ORDER
- 2.0 ROLL CALL
- 3.0 ESTABLISHMENT OF QUORUM
- 4.0 PLEDGE TO FLAG
- 5.0 ACCEPTANCE OF AGENDA

6.0 **PRESENTATIONS**

6.1 Superintendent Interview-Mr. Jansen

7.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE

- 7.1 Superintendent's Report
- 7.2 Transportation Report

8.0 PUBLIC COMMENT

9.0 BOARD REPORTS/CORRESPONDENCE

- 9.1 Board Executive Committee Report
- 9.2 Board Performance Committee Report
- 9.3 Board Planning Committee Report
- 9.4 Board Finance Committee Report
- 9.5 Reports and Correspondence

10.0 NEW BUSINESS

- 10.1 WISD Additional Registered Nurse Contract
- 10.2 NEOLA Vol 34 No 1 Policy Update

11.0 OLD BUSINESS

- 11.1 Minutes of Previous Meeting
 - 11.1.1 Regular Meeting April 13, 2020
 - 11.1.2 Closed Session April 13, 2020

11.2 Tenure and Continuing Probation Recommendations

12.0 ADJOURNMENT

Agenda April 27, 2020 Page 1

TO: Board of Education

FROM: Robert Jansen, Interim Superintendent

DATE: April 21, 2020

SUBJECT: Board of Education Meeting April 27, 2020 6:00 p.m. Media Center-High School (Virtual Meeting-Google Meets)

AGENDA/EXPLANATORY NOTES

- 1.0 CALL TO ORDER
- 2.0 ROLL CALL
- **3.0 ESTABLISHMENT OF QUORUM**
- 4.0 PLEDGE TO FLAG
- 5.0 ACCEPTANCE OF AGENDA

6.0 PRESENTATIONS

6.1 Superintendent Interview-Mr. Jansen

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- 9.4 Board Finance Committee Report
- 9.5 Reports and Correspondence

10.0 NEW BUSINESS

10.1 WISD Additional Registered Nurse Contract An agreement between the WISD and Lincoln Consolidated Schools for the district nurse contract for the 2019-2020 school year is due to expire June 30, 2020. The draft contract for 2020-2021 school year is included in your packet. The new contract includes an additional nurse at 1.0 for a total of 2 nurses costing \$17,647.26 for the school year. This is presented for information only; Board action will be requested at a subsequent meeting.

10.2 NEOLA Vol 34 No 1 Policy Update

Attached is Vol. 34 No. 1 for your reference. The Superintendent and Planning Committee have reviewed and recommend approval. This is presented for information only; Board action will be requested at a subsequent meeting.

11.0 OLD BUSINESS

- 11.1 Minutes of Previous Meeting
 - 11.1.1 Regular Meeting April 13, 2020
 - 11.1.2 Closed Session April 13, 2020

Enclosed are the minutes of the April 13, 2020, Regular Meeting and Closed Session.

RECOMMENDED MOTION: I move that we approve the minutes of the April 13, 2020, Regular Meeting and Closed Session as presented.

11.2 Tenure and Continuing Probation Recommendations The building administrators have made recommendations for probationary teachers to be continued for the 2020-2021 school year. There are two teachers being recommended for grants of Tenure. The attached memorandum has been updated to reflect the inadvertent inclusion of some teachers who had previously been granted tenure.

RECOMMENDED MOTION: I move that we approve the 2020-2021 Tenure and Continuing Probation Recommendation as presented by Administration.

12.0 ADJOURNMENT



WASHTENAW INTERMEDIATE SCHOOL DISTRICT

Contracted Services Agreement

This agreement is made this 13th day of April, by the Washtenaw Intermediate School District, located at 1819 South Wagner Road, Ann Arbor, MI 48103 ("WISD") and Lincoln Consolidated School District located at 8970 Whittaker Road, Ypsilanti, MI 48197. ("District").

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

SECTION I – Scope of Services

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

- 1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than **July 1**, **2020** and ending **June 30**, **2021**.
- 2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Duty 1: Provide nursing services to Lincoln Consolidated Schools.

Duty 2: Complete related documentation.

Duty 3: Work with specific students and classrooms as assigned by the District's Special Education Director.

WISD agrees to provide **two** (2) **Nurses** for the maximum of **185 days at 1.0 FTE.** The contractual period shall be consistent with the needs of the District's program and agreed to by the District and WISD, and may be subject to change based on the new requirements established through annual collective bargaining. The days of service within the school work year shall be determined by the District's approved calendar. Flexibility of days and hours worked in the District shall be as determined by the joint agreement of the District Superintendent and the WISD Superintendent. Flexibility of scheduling shall maintain the minimum contractual number of hours per week within the contracted calendar work year.

Nursing services shall be carried out in a competent and professional manner and shall be at the direction of the District Superintendent when performing within District time and responsibilities. Problem arising in conjunction with the provisions of this contract or with the nurse shall be resolved through mutual action of the Superintendents from the District and WISD.

- 1. WISD expects the support of the District Administration in implementing any recommended system/process change.
- 2. WISD shall provide, at the request of the District Administration, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete the full performance of WISD's duties as described.

SECTION II - Compensation

WISD shall receive the estimated sum of <u>\$17,647.26</u> (\$8,823.63/Nurse) for services received through the provision of this contract, which may be subject to change based on new requirements established through annual collective bargaining. WISD shall submit an invoice describing the services for part payment of the contract price at least twice per year. (The financial arrangements are set forth in **Attachment A**).

The District does hereby agree as follows:

- 1. The above consideration for WISD services is based on the time reasonably expended by WISD to complete the tasks herein and is based on estimated salaries, fringe benefits, cell phone provision, and estimated mileage for staff primarily assigned to the District.
- 2. The District retains WISD only for the purposes and to the extent sent forth in this Agreement and WISD's relationship to the District shall during the life of this agreement be that of an independent contractor. As such, the District agrees that WISD shall be free to dispose of such portion of its staffs' entire time, energy, and skill during regular business hours that it is not obligated to devote to the District in such manner as WISD sees fit. WISD shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions pertaining to or in connection with any fringe, pension, bonus, or similar benefits for the District's regular employees. The District will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or workman's compensation insurance, and WISD agrees to hold the District harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by WISD in accordance with its professional judgement.
- 3. The District agrees that WISD shall have access to the District premises at such a time as is necessary for WISD to perform the above-described tasks.
- 4. The District agrees to promptly pay the invoices submitted by the WISD upon verification of the rendering of the services and within 30 calendar days from receipt in the District Business Office.

SECTION III – Other Considerations

- 1. In the event of a salary increase for all Unit II staff, the billable rate would increase commensurate to Unit II staff.
- 2. Should the local district require a substitute nurse at any time, additional expenses incurred by WISD for nurse substitute will be charged back to the District.
- 3. Travel costs associated with this contract will be paid by the District and are included in the cost of this contract. Mileage costs are estimated at 15 miles per day, for 185 days, at the current IRS rate of .575, and are subject to change in the event of an IRS rate change.

Travel costs to District shall not exceed <u>\$3,191.25</u> (\$1,595.62/Nurse). All mileage charges will not be in excess of the IRS-determined mileage reimbursement rate. Any mileage either over or under the contracted amount will be forgiven by WISD, and the District.

- 4. Cell phone provisions will be supplied by WISD for each contracted nurse. Costs associated for such provision will be paid by the District at a flat rate of **\$1,500.00** (\$750.00/Nurse).
- 5. Parties of this agreement intend to operate pursuant to the terms of this agreement for a period of at least one year. The agreement may be terminated by either party, provided that the party seeking to terminate this agreement notifies the other party in writing at least sixty (60) days prior to the June termination date. The District and WISD agree to meet at least thirty (30) days prior to the termination of the contract to determine continuance and/or modification of the contract and its provisions. By mutual agreement, the terms may be extended for an additional year. The work done by WISD shall be to the satisfaction of the District, but the District acknowledges that WISD will need time to become acquainted with the District's operations/programs and make any necessary changes and recommendations. If the District has concerns regarding the performance of this contract, the District and WISD agree to remedy the situation in order to foster a positive working relationship and effective contractual agreement. If WISD feels it cannot satisfactorily meet the requirements of this contract due to actions or inaction on the part of the District, WISD may cancel this contract. The cancellation must be in writing and must be rendered at least 30 days prior to the effective date of cancellation.
- 6. The District may modify the duties of the Contractor as above described, but such change shall not be a substantial alteration of the Contractor's duties, nor can such change be made without the input and approval of the WISD.
- 7. The agreement herein will be effective following approval by all parties including the District Board of Education.

SECTION IV – Insurance Coverage

The District and WISD will maintain at their own expense during the term of this Contract, the following insurance:

- 1. Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;
- 2. Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

WISD and the District understand that their respective liability insurance policies may not afford any coverage to each other for any work associated with this contract. Therefore, both parties agree to hold each other harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

Agenda Item 10.1 April 27, 2020

SIGNATURES

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

Agreed to on ______, 2020

Robert Jansen, Interim Superintendent Lincoln Consolidated Schools

Cherie Vannatter, Assistant Superintendent Washtenaw Intermediate School District

Scott Menzel, Superintendent Washtenaw Intermediate School District

Lincoln Consolidated Schools Board Approval: _____ Date: _____

DATE _____

DATE _____

DATE _____

Vol. 34, No. 1 - September 2019 Revised SCHOOL ADMINISTRATOR EVALUATION

1420 - SCHOOL ADMINISTRATOR EVALUATION

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

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

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

- B. Establishes clear approaches to measuring student growth and provides school administrators with relevant data on student growth.
- C. Evaluates a school administrator's job performance as highly effective, effective, minimally effective or ineffective, using multiple rating categories that take into account student growth and assessment data. For the **2018-2019 school year**2015 2016, 2016 2017 and 2017 2018 school years twenty-five percent (25%) of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the 2018 2019-2020 school year, forty percent (40%) of the annual year-end evaluation shall be based on student growth and assessment data.

For building level administrators, the data to be used is the aggregate student growth and assessment data that are used in teacher annual year-end evaluations in each school in which the school administrator works as an administrator. For a central-office-level administrator, the pertinent data is that of the entire School District.

- D. Uses the evaluations, at a minimum, to inform decisions regarding all of the following:
 - 1. The effectiveness of school administrators, so that they are given ample opportunities for improvement.
 - 2. Promotion, retention, and development of school administrators, including providing relevant coaching, instruction support, or professional development.
 - 3. Removing ineffective school administrators after they have had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.
 - 4. () Whether to grant full certification, to school administrators using rigorous standards and streamlined, transparent, and fair procedures.
- E. The portion of the annual year-end evaluation that is not based on student growth and assessment data shall be based on at least the following for the school in which the school administrator works as an administrator:
 - 1. The school administrators' training and proficiency in conducting teacher performance evaluations if s/he does so or his/her designee's proficiency and training if the administrator designates such duties.
 - 2. The progress made by the school or District in meeting the goals established in the school/District improvement plan.
 - 3. Student attendance.
 - 4. Student, parent and teacher feedback and other information considered pertinent by the Board.
- F. For the purposes of conducting annual year-end evaluations under the performance evaluation system, by the beginning of the 2016 2017 school year, the District shall adopt and implement one (1) or more of the evaluation tools for teachers or administrators, if available, that are included on the list established and maintained by the Michigan Department of Education ("MDE"). However, if the District has one (1) or more local evaluation tools for administrators or modifications of an evaluation tool on the list, and the District complies with G., below, the District may conduct annual year-end evaluations for administrators using one (1) or more local evaluation tools or modifications. The evaluation tools shall be used consistently among the schools operated by the District so that all similarly situated school administrators are evaluated using the same measures.

- G. Beginning with the 2016 2017 school year, tThe District shall post on its public website all of the following information about the measures it uses for its performance evaluation system for school administrators:
 - 1. The research base for the evaluation framework, instrument, and process or, if the District adapts or modifies an evaluation tool from the MDE list, the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
 - 2. The identity and qualifications of the author or authors or, if the District adapts or modifies an evaluation tool from the MDE list, the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
 - 3. Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the District adapts or modifies an evaluation tool from the MDE list, an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
 - 4. The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
 - 5. A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.
 - 6. A description of the plan for providing evaluators and observers with training.
- H. Beginning with the 2016 2017 school year The District shall also:

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1. The District shall p**P**rovide training to school administrators on the measures used by the District in its performance evaluation system and on how each of the measures is used. This training may be provided a District or by a consortium consisting of two (2) or more districts, the intermediate school district or a public school academy.

2. The District shall eEnsure that training is provided to all evaluators and observers. The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide the training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

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

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

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

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

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

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

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Legal References: M.C.L. 380.1249, 1249b

Vol. 34, No. 1 - September 2019 New CHILD CARE CENTER STAFF AND VOLUNTEERS

2265 - CHILD CARE CENTER STAFF AND VOLUNTEERS

Background Checks

All staff members employed by the District whose job responsibilities include working with children in the District's

[DRAFTING NOTE: YOU MUST SELECT ALL CATEGORIES THAT ARE PROVIDED IN YOUR DISTRICT THAT ARE COVERED BY THE CHILD CARE ORGANIZATIONS ACT]

() pre-school programs,

()) before or after school programs,

() early childhood development programs,

() ehild or day care center,

() drop-in program, and/or

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and all other persons eighteen (18) years or older who provide unsupervised care or have unsupervised access to the children in the program(s) **OPTION** [1], including volunteers, [END OF OPTION] must consent to and complete a comprehensive background check compliant with the requirements of the Child Care Organizations Act.

[DRAFTING NOTE: SELECT THE ABOVE OPTION ONLY IF YOU DO NOT SELECT THE OPTION BELOW PROHIBITING VOLUNTEERS FROM UNSUPERVISED ACCESS.]

[OPTION] [] Volunteers shall not engage in unsupervised care or supervision of the children or be provided unsupervised access to the children in the program(s). **[END OF OPTION**]

All staff members and any volunteers who have contact with children in the program(s) at least four (4) hours per week for more than two (2) consecutive weeks must have test results on file with the District indicating that they are free from communicable tuberculosis. The test results must have been verified within one (1) year before employment or volunteering.

Supervision of Volunteers

All persons who volunteer in the program(s), including the parents or guardians of a child receiving care or services, will be supervised by the District staff member(s) who are working in the program(s). District staff members will be informed of their supervisory roles **[OPTION]** (W including the requirement that volunteers shall not engage in unsupervised care or supervision of the children or be provided unsupervised access to the children in the program(s). **[END OF OPTION]**

[DRAFTING NOTE: SELECT THIS OPTION IF YOU SELECTED THE OPTION ABOVE.]

District staff members must report any issues or concerns of any nature relating to volunteers to the **[PICK ONE] [] building principal [] Superintendent [] [END OF OPTIONS]** at the first available opportunity. The <u>building principal</u> **[insert selection from preceding sentence]** will promptly address all issues or concerns and determine whether any instruction, changes, corrective action or other remedies should be implemented.

All volunteers must comply with Board policies and District guidelines while acting as a volunteer and are subject to removal or prohibition from participating as a volunteer in the program(s).

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Legal References: M.C.L. 722.111, et seq.

Policy: po2450 Section: Vol. 34, No. 1 - September 2019

Vol. 34, No. 1 - September 2019 Revised COMMUNITY AND ADULT EDUCATION

2450 - COMMUNITY AND ADULT EDUCATION

The Board of Education believes that education is a continuous process throughout life and supports the position that the District should cooperate with other community agencies in providing educational, cultural, and recreational opportunities for all of its citizens. The school, in this setting, becomes a force for community service and improvement; and the values the community seeks for children in the regular school program are, thus, available for all citizens through the community and/or adult program.

With regard to community education, the Board shall provide programs

() in the evening

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() avocational. Typease change original to accept the word recreational. M cultural

interests of the community.

() as well as the vocational/technical training and retraining needs of local workers.

[] With regard to adult education, the Board also shall provide a

() basic

() high school

continuation program for anyone over the age of sixteen (16) who is not attending high school

hin the schools of this District

as an opportunity to complete the requirements for a high school diploma.

[] Veterans Benefits and Transition Act

The Board shall permit for GI Bill and Vocational Rehabilitation and Employment Program beneficiaries to attend a course of education or training for up to ninety (90) days pending payment from the Veterans Administration (VA) for the course. To be eligible, the beneficiary must provide a certificate of eligibility for entitlement to educational assistance (valid/current VAF 28-1905) and a written request to use the entitlement. Documentation must be submitted no later than the first day the course or training commences. The ninety (90) day period starts on the date when the District certifies tuition and fees following receipt of the required documents.

The District shall not impose a penalty, deny access to classes or facilities, or require the beneficiary to borrow additional funds to cover tuition and fees due to late payments from the VA. The State Approving Agency (SAA) or the VA may act to approve or disapprove certain courses of education, which may be subject to a waiver by the VA.

[] The Board shall also maintain an Americanization program of instruction for the benefit of foreign born residents of the District.

The Superintendent shall develop and implement administrative guidelines whereby the schools are available to residents of the District for the above-stated purposes and such programs have equal access to the District's facilities and its instructional equipment, materials, and supplies.

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Legal References: A.C. Rule 388.281 et seq.

Vol. 34, No. 1 - September 2019 Revised STATE AID INCENTIVES

2628 - STATE AID INCENTIVES

The Board of Education, in its efforts to provide a quality education for the students of this District, shall review annually the State School Aid Act to determine any programs or incentives that offer additional revenues.

The Superintendent shall examine the requirements for each of the programs or incentives to determine which are feasible for this District and provide the Board with the necessary resolutions for those selected.

At Risk Funding

The State School Aid Act provides Section 31a funding for instructional and student support services who meet the at-risk identification characteristics specified **in Section 31a(20)**.

At-risk characteristics include low achievement on State- or local-administered assessments in mathematics, English language arts, social studies or science; failure to meet proficiency standards in reading by the end of 3rd grade or career and college readiness for high school students at the end of 12th grade; a victim of child abuse or neglect; is a pregnant teenager or teenage parent; has a family history of school failure, incarceration or substance abuse; is economically disadvantaged; is an English learner (EL); is chronically absent as defined and reported to the Center for Educational Performance and Information (CEPI); is an immigrant who has immigrated within the immediately-preceding three (3) yearsa student in a priority or priority successor school; and in the absence of State or local assessment data, meets at least two or more identified risk factors.

Section 31a funds are limited to instructional services, and direct non-instructional services to students. They may not be used for administration or other related costs. The District shall implement multi-tiered systems of support, as required, in order to access such funding.

Annually, the Superintendent shall allocate such funding to appropriate programs and services based on District priorities. Section 31a funds may be used to provide an anti-bullying or crisis intervention program.

[END OF OPTION]

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Legal References: State School-Aid Act

Vol. 34, No. 1 - September 2019 Revised STAFF ETHICS

3210 - STAFF ETHICS

An effective educational program requires the services of men and women of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board of Education expects all professional staff members to maintain high standards in their working relationships, and in the performance of their professional duties, to:

- A. Responsibility to the Profession
 - 1. demonstrate responsibility for oneself as an ethical professional;
 - 2. acknowledge, address and attempt to resolve ethical issues in an appropriate manner;
 - 3. promote and advance the profession within and beyond the school community;
- B. Responsibility to Professional Competence
 - 1. demonstrate commitment to high standards of practice;
 - 2. demonstrate responsible use of data, materials, research and assessment;
 - 3. act in the best interest of all students;
- C. Responsibility to Students
 - 1. respect the rights and dignity of students;
 - 2. demonstrate an ethic of care for students;
 - 3. maintain student trust and confidentiality in a developmentally appropriate manner and within appropriate limits;
- D. Responsibility to the School Community
 - 1. promote effective and appropriate relationships with parents/guardians;
 - 2. promote effective and appropriate relationships with colleagues;

- 3. promote effective and appropriate relationships with the community and other stakeholders;
- 4. promote effective and appropriate relationships with employers;
- 5. understand the problematic nature of dual or multiple relationships;
- E. Responsible and Ethical Use of Technology
 - 1. use technology in a responsible manner;
 - 2. ensure student safety and well-being when using technology;
 - 3. maintain confidentiality in the use of technology;
 - 4. promote the appropriate use of technology in educational settings;
- F. (N recognize basic dignities of all individuals with whom they interact in the performance of duties;
- G. () represent accurately their qualifications;
- H. ()) exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;
- I. (V seek and apply the knowledge and skills appropriate to assigned responsibilities;
- J. (1) keep in confidence legally-confidential information as they may secure;
- K. (Vensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;
- L. (Wavoid accepting anything of value offered by another for the purpose of influencing judgment;
- M. (refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will **not be implemented in a manner that limits constitutionally or legally protected rights as a citizen.** in no way limit constitutionally or legally protected rights as a citizen.

In keeping with the ethical responsibilities of the professional staff, the Board of Education **prohibits staff from engaging in a**-requires that staff not engage in any romantic or sexual relationship of any kind with students of this District, regardless of their student's age. Professional staff should not provide alcohol, drugs, cigarettes, or any other contraband to a student.

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Legal References:

Michigan Code of Educational Ethics M.C.L. 750.520b, 750.520c, 750.520d, 750.520e

Vol. 34, No.1 - September 2019 Revised PROFESSIONAL STAFF EVALUATION

3220 - PROFESSIONAL STAFF EVALUATION

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

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

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

B. establishes clear approaches to measuring student growth and provides professional staff with relevant data on student growth

Commencing with the 2015-16 school-year, the year end evaluation of student growth shall be based on the most recent three (3) consecutive school years of student growth data, or all available student growth data if less than three (3) years is available.

C. evaluates an employee's job performance, using rating categories of highly effective, effective, minimally effective and ineffective, which take into account student growth and assessment data. For the 2015 - 2016, 2016 - 2017 and 2017 - 2018 school years 2018-2019 school year twenty-five percent (25%) of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the 2018 - 2019-2020 school year, forty percent (40%) of the annual year-end evaluation shall be based on student growth and assessment data.

Evaluations must also comply withFor these purposes, student growth shall be measured by the following:

1. Beginning with the 2016 - 2017 school year, tThe portion of a teacher's annual year-end evaluation that is not based on student growth and assessment data shall be based primarily on a teacher's performance as measured by the District as described below.

- 2. Beginning with the 2018 2019 school year, for core content areas in grades and subjects in which state assessments are administered, fifty percent (50%) of student growth must be measured using the state assessments, and the portion of student growth not measured using state assessments must be measured using multiple research-based growth measures or alternative assessments that are rigorous and comparable across schools within the District. Student growth also may be measured by student learning objectives or nationally normed or locally adopted assessments that are aligned to state standards, or based on achievement of individualized education program goals.
- 3. The portion of a teacher's evaluation that is not measured using student growth and assessment data or using the evaluation tool developed or adopted by the District shall incorporate criteria enumerated in section M.C.L. 380.1248(1)(b)(i) to (iii) that are not otherwise evaluated under the tool. (See Policy 3131.)
- 4. If there are student growth and assessment data available for a teacher for at least three (3) school years, the annual year-end evaluation shall be based on the student growth and assessment data for the most recent three (3) consecutive-school-year period. If there are not student growth and assessment data available for a teacher for at least three (3) school years, the annual year-end evaluation shall be based on all student growth and assessment data that are available for the teacher.
- D. uses the evaluations, at a minimum, to inform decisions regarding all of the following:
 - 1. the effectiveness of employees, so that they are given ample opportunities for improvement
 - 2. promotion, retention, and development of employees, including providing relevant coaching, instruction support, or professional development
 - 3. whether to grant tenure or full certification, or both, to employees, using rigorous standards and streamlined, transparent, and fair procedures
 - 4. removing ineffective tenured and untenured employees after they have had ample opportunities to improve, and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures

NO

E. provides a mid-year progress report for every (-) certificated [END OF OPTION] teacher who is in the first year of probation or has received a rating of minimally effective or ineffective on the most recent annual year-end evaluation

This mid-year report shall not replace the annual year-end evaluation. The mid-year report shall:

- 1. be based, at least in part, on student achievement;
- 2. be aligned with the teacher's individualized development plan;
- 3. include specific performance goals and any recommended training for the remainder of the school year, as well as written improvement plan developed in consultation with the teacher that incorporates the goals and training.
- F. includes classroom observations in accordance with the following:
 - 1. must include review of the lesson plan, State curriculum standards being taught and student engagement in the lesson
 - 2. must include multiple observations unless the teacher has received an effective or higher rating on the last two (2) year-end evaluations
 - 3. observations need not be for an entire class period
 - 4. beginning with the 2016 2017 school year, at least one (1) observation must be unscheduled;
 - 5. beginning with the 2016 2017 school year, the school administrator responsible for the teacher's performance evaluation shall conduct at least one (1) of the observations;

Other observations may be conducted by other observers who are trained in the use of the evaluation tool as described below. These other observers may be teacher leaders.

6. beginning with the 2016 2017 school year, the district shall ensure that, within thirty (30) days after each observation, the teacher is provided with feedback from the observation.

G. For the purposes of conducting annual year-end evaluations under the performance evaluation system, by the beginning of 2016 - 2017 school year, **[must select one (1) option below]**

the District will adopt and implement one (1) or more of the evaluation tools for teachers that are included on the list established and maintained by the Michigan Department of Education ("MDE").

[] the District will use its local evaluation tool(s) for teachers or modifications of an evaluation tool on the list, which must comply with H., below.

The evaluation tool(s) shall be used consistently among the schools operated by the District so that all similarly situated teachers are evaluated using the same evaluation tool.

- H. Beginning with the 2016 2017 school year, tThe District will post on its public website all of the following information about the measures it uses for its performance evaluation system for teachers:
 - 1. The research base for the evaluation framework, instrument, and process or, if the District adapts or modifies an evaluation tool from the MDE list, the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
 - 2. The identity and qualifications of the author or authors or, if the District adapts or modifies an evaluation tool from the MDE list, the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
 - 3. Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the District adapts or modifies an evaluation tool from the MDE list, an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
 - 4. The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
 - 5. A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.
 - 6. A description of the plan for providing evaluators and observers with training.

- I. The District shall alsoBeginning with the 2016 2017 school year:
 - 1. The District will **pP**rovide training to teachers on the evaluation tool(s) used by the District in its performance evaluation system and how each evaluation tool is used. This training may be provided by a district or by a consortium consisting of the District, the intermediate school district or a public school academy.
 - 2. The District will eEnsure that training is provided to all evaluators and observers. The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide the training in the use of the evaluation tool or tools if the trainer has expertise in the evaluation tool or tools.

The staff evaluation program shall aim at the early identification of specific areas in which the individual professional staff member needs help so that appropriate assistance may be provided or arranged for. A supervisor offering suggestions for improvement to a professional staff member shall not release that professional staff member from the responsibility to improve. If a professional staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal, or non-renewal procedures may be invoked. A teacher rated as "ineffective" on three (3) consecutive year-end evaluations must be dismissed from employment as a teacher with the District. In such an instance, all relevant evaluation documents may be used in the proceedings.

If a non-probationary teacher is rated as ineffective on an annual year-end evaluation, the teacher may request a review of the evaluation and the rating by the Superintendent. The request for a review must be submitted in writing within twenty (20) days after the teacher is informed of the rating. Upon receipt of the request, the Superintendent shall review the evaluation and rating and may make any modifications as appropriate based on his/her review. However, the performance evaluation system shall not allow for a review as described in this subdivision more than twice in a three (3) school-year period. Beginning with the 2018 – 2019 school year, tThe District shall not assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective on his/her two (2) most recent annual year-end evaluations. If the District is unable to comply with this and plans to assign a student to be taught in the same subject area for two (2) consecutive years by a teacher who has been rated as ineffective on his/her two (2) most recent annual year-end evaluations, the Board will notify the student's parent or legal guardian in writing not later than July 15 immediately preceding the beginning of the school year for which the student is assigned to the teacher, that the District is unable to comply and that the student has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective on his/her two (2) most recent area for a second consecutive year by a teacher who has been rated as ineffective on his/her two (2) most recent annual year-end evaluations.

Evaluations shall be conducted of each professional staff member as stipulated in the Teacher Tenure Act, the revised School Code, a negotiated agreement or contract, the Superintendent's administrative guidelines and as directed by the Michigan Department of Education. A professional staff member shall be given a copy of any documents relating to his/her performance which are to be placed in the personnel file.

[OPTION]

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

[END OF OPTION]

This policy shall not deprive a professional staff member of any rights provided by State law or contractual rights consistent with State law.

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Legal References: M.C.L. 380.1249 (as amended)

Vol. 34, No. 1 - September 2019 Revised LATE ARRIVAL AND EARLY DISMISSAL

5230 - LATE ARRIVAL AND EARLY DISMISSAL

It is necessary that a student be in attendance throughout the school day in order to benefit fully from the educational program of the District.

The Board of Education recognizes, however, that from time-to-time compelling circumstances require that a student be late to school or dismissed before the end of the school day.

As agent responsible for the education of the children of this District, the Board shall require that the school be notified in advance of such absences by

Written () personal

request of the student's parent, which shall state the reason for the tardiness or early dismissal. Justifiable reasons shall be determined by the

If one parent has been awarded custody of the student by the courts, the parent of custody shall provide the school with a copy of the custody order and inform the school in writing of any limitations in the rights of the noncustodial parent. Absent such notice, the school will presume that the student may be released into the care of either parent.

No student who has a medical disability which may be incapacitating may be released without a person to accompany him/her.

No student shall be released to anyone who is not authorized such custody by the parents.

Presentation of photo identification is required of anyone authorized such custody. (See Form 5230 F1)

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Met with Neola 11/13/19 Agenda Item 10.2 April 27, 2020

Vol. 34, No. 1 - September 2019 Revised OPIOID ANTAGONISTS

5330.02 - OPIOID ANTAGONISTS

The Board has determined that it is in the best interests of its students and employees to have opioid antagonists available to be administered, if necessary, by appropriately trained personnel.¹ Therefore, the Board adopts this policy to govern the handling and administration of opioid antagonists consistent with the following processes, procedures and limitations.

District shall purchase opioid antagonists and distribute the opioid antagonists to an employee or agent of the District who has been trained in the administration of that opioid antagonist. An opioid antagonist is naloxone hydrochloride or any other similarly acting and equally safe drug approved by the U.S. Food and Drug Administration for the treatment of drug overdose.

A District employee or agent may possess an opioid antagonist distributed to that employee or agent and may administer that opioid antagonist to an individual only if both of the following apply:

- A. The employee or agent has been trained in the proper administration of that opioid antagonist.
- B. The employee or agent has reason to believe that the individual is experiencing an opioid-related overdose.

[OPTIONAL LANGUAGE]

Beginning with the 2017/2018 school year, eEach school in the District shall have at least () two (2) () _____ employees who have been trained in the appropriate use and administration of an opioid antagonist. The training shall be done in a manner that has been approved by () a licensed registered professional nurse () ______ Only a nurse employed or contracted by the District or an appropriately trained school employee or agent may possess and administer an opioid antagonist.

Each school in the District shall possess at least one (1) package of an opioid antagonist on site. The opioid antagonist may be administered by a school purse or a trained school employee **or agent** to a student or other individual on school grounds who is believed to be having an opioid-related overdose.

[END OF OPTIONAL LANGUAGE]

An opioid-related overdose is a condition, including, but not limited to, extreme physical illness, decreased level of consciousness, respiratory depression, coma, or death, that results from the consumption or use of an opioid or another substance with which an opioid was combined or that **a reasonable person** an individual who has received training approved by a licensed professional nurse in the administration of an opioid antagonist would believe to be an opioid-related overdose that requires medical assistance.

Any school personnel who have reason to believe that a student is having an opioidrelated overdose must call 911.

[SELECT ANY OR NONE OF THE FOLLOWING OPTIONS]

[] Any person who administers an opioid antagonist to a student shall promptly notify the

() student's parent/guardian.

() _____, who shall be responsible for promptly notifying the student's parent/guardian that an injection has been administered.

[] The person who notifies the student's parent/guardian must encourage the parent or guardian to seek treatment for the student from a substance use disorder services program.

[] It shall be the responsibility of the _____ **[insert person or position]** to be sure that the supply of opioid antagonists is maintained at the appropriate level and they have not expired. The ______ shall also be responsible for coordinating the training of District employees to administer the opioid antagonists and to maintain the list of employees authorized to administer the antagonists.

[] The District's training regarding, administration of, and the maintenance and storage of opioid antagonists shall be consistent with PO 5330, AG 5330 and the Michigan Department of Education's medication administration guidelines, as amended. At least annually, the ______ will report all instances in which an opioid antagonist was administered to a student using the school's stock of opioid antagonists to the Michigan Department of Education, using the form and in the manner required by the MDE.

¹ An opioid antagonist is naloxone hydrochloride or any other similarly acting and equally safe drug approved by the U.S. Food and Drug Administration for the treatment of drug overdose.

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Legal References:

Administration of Opioid Antagonists Act

Vol. 34, No. 1 - September 2019 Revised SYSTEM OF ACCOUNTING

6800 - SYSTEM OF ACCOUNTING

It is the policy of the Board of Education that a chart of accounts be established in accordance with the requirements of the State Department of Education for the accounting of all District funds. The Superintendent is responsible for an accounting of all capital assets to protect the financial investment of the District against catastrophic loss. Further, the Superintendent will establish procedures and regulations necessary to properly account for capital assets and comply with generally accepted accounting principles (GAAP) and ensure that the District's capital assets are properly insured.

GASB 84

The District's system of accounting shall comply with all applicable requirements of the Governmental Accounting Standards Board, Statement No. 84 (GASB 84). In accordance with GASB 84, the District will report applicable fiduciary activities as identified in either the private purpose trust fund or the custodial fund. Typically, these activities include recognized student and schoolrelated activity funds held in a bank account maintained by the District. These funds shall be subject to the accounting and requirements specified in the Michigan Public Schools Accounting Manual. An activity not identified as a fiduciary activity under GASB 84 will be deemed a governmental activity and will be reported in a governmental fund.

GASB 54

The District's system of accounting shall comply with all requirements of the Governmental Accounting Standards Board, Statement No. 54 (GASB 54). In accordance with GASB 54, the District will report its fund balances in the following categories:

- Nonspendable fund balance—amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund).
- Restricted fund balance—amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government), through constitutional provisions, or by enabling legislation.
- Committed fund balance—amounts constrained to specific purposes by the Board; to be reported as committed, amounts cannot be used for any other purpose unless the Board takes action to remove or change the constraint.

- Assigned fund balance—amounts the Board intends to use for a specific purpose; intent can be expressed by the Board or by an official or committee to which the Board delegates the authority.
- Unassigned fund balance—amounts that are available for any purpose; these amounts are reported only in the general fund.

The Board authorizes the auditors and directs its administrative staff to take all steps necessary to comply with the requirements of GASB 54. All revenue and funds will be designated to one of the above categories.

The <u>breached</u> shall be responsible for the proper accounting of all District funds. S/He shall ensure that expenditures are budgeted under and charged against those accounts which most accurately describe the purpose for which such monies are to be or have been spent. Wherever appropriate and practicable, salaries of individual employees, expenditures for single pieces of equipment, and the like shall be prorated under the several accounts which most accurately describe the purposes for which such monies are to be or have been spent.

The **breact business** for is responsible to implement procedures and practices that will determine: 1) Capitalization policies for District assets (i.e., which assets will be capitalized and depreciated over their estimated useful life versus which assets will be expensed in year of purchase); 2) Methods for calculating annual and accumulated depreciation expense for assets including estimates for asset lives, residual asset values, and depreciation methodology; 3) Procedures for recording gain or loss on sale of capital assets and proceeds from the sale of capital assets in compliance with GAAP Reporting of estimated cash values or replacement values to District insurance providers.

A report of the revenues and expenditures in the fund reporting categories established above shall be made to the Board on a monthly basis by the <u>Director of Business</u> Service

The Board's annual financial statements will include information such as: 1) beginning and ending balances of capital assets; 2) beginning and ending balances of accumulated depreciation, 3) total depreciation expense for the fiscal year.

Such reporting shall include description of significant capital asset activity during the fiscal year including: acquisitions through purchase or donation, sales or dispositions including the proceeds and gains or losses on the sale, changes in methods of calculating depreciation expense or accumulated depreciation, such as, estimates of useful life, residual values, depreciation methodology (e.g. straight line or other method).

Before implementing procedures or changing procedures, the Superintendent will review the proposed procedure with the CPA appointed by the Board of Education to conduct the Board's financial audit. The procedures established shall comply with all statutorily required standards and generally accepted accounting procedures.

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Legal References:

M.C.L. 41.422 et seq., 141.421 et seq. A.C. Rule R340.351 et seq. GASB #34 GASB #54

Vol. 34, No. 1 - September 2019 Revised DISPOSITION OF REAL PROPERTY

7300 - DISPOSITION OF REAL PROPERTY

The Board of Education believes that the efficient administration of the District requires the disposition of property and goods no longer necessary for the maintenance of the educational program or the operation of the School District.

"Real Property" means land, including land improvements, structures and appurtenances thereto, but excludes moveable machinery and equipment.

The Board shall direct the periodic review of all District property and authorize the disposition by sale, donation, trade, or discard of any property not required for school purposes in accordance with the provisions of this policy and Policy 7310 - Disposition of Surplus Property. The Board must approve the terms of any sale, lease or other disposition of real property.

- A () All written offers on real property under consideration for disposition shall be presented as an item on the agenda of a public Board meeting. A preliminary review of offers to purchase or lease shall include: source of offer, date of offer, expiration date of offer, and intended use of property.
- B. () Written offers shall be referred to the Board Finance Committee for review and recommendations.
 () Offers, when received, will be distributed to the members of the Board

C. () All property considered for (sale) disposition

- () may
- () shall

be subjected to a current, outside, professional appraisal prior to the solicitation of offers,

E. (All property considered for lease or sale shall be reviewed by the Board prior to solicitation of offers. The solicitation of offers by the Board shall include an expiration date.

F. () The Board may offer real property for sale by any reasonable method, including listing with a real estate broker, soliciting bids, or auction.

- G () The authorized agents of the Board to review all purchase or lease offers pertaining to sale or lease of property shall be the Superintendent and the Board Finance Committee. The Board shall give final approval of all contracts.
- H. () In consideration of the best interest of the District and of the residents and taxpayers, the Board reserves the right to reject any and all offers at its sole discretion, regardless of price and terms.
- I. () Potential purchasers or lessees shall demonstrate financial capability to meet the terms and conditions of their purchase or lease offer.
- J. () Potential purchasers shall demonstrate reasonable likelihood of obtaining necessary city/township approvals and/or compliance with city/township zoning ordinances.

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Legal References: 2 C.F.R. 200.85

nenda Item 10.2 pril 27, 2020

Vol. 34, No. 1 - September 2019 New SMALL UNMANNED AIRCRAFT SYSTEMS

7440 03 - SMALL UNMANNED AIRCRAFT SYSTEMS

[] OPTION 1

The Board prohibits the operation of small Unmanned Aircraft Systems (sUAS), commonly known as drones, at any time on property owned or leased or contracted for by the Board by any individual, whether the individual is employed by the District or not.

The Board also prohibits the operation of a sUAS (drone) on property owned or leased or contracted for by the Board during District-sponsored contests (including scrimmages and previews), practices, tournaments, and activities under the auspices of the Michigan High School Athletic Association (MHSAA). District officials may deny admission or entry to anyone attempting to use a sUAS until the event has been completed. Any exceptions to this prohibition must be approved in advance by the Superintendent.

Any individual who violates this policy () may be () shall be referred to local law enforcement.

[END OF OPTION 1]

OR

[] OPTION 2

The Board prohibits the operation of small Unmanned Aircraft Systems (sUAS) at any time by any individual who is not employed by the District, as well as by any District staff member or administrator who is not expressly authorized to do so by the Superintendent, on property owned or leased or contracted for by the Board.

The Board also prohibits the operation of a sUAS (drone) on property owned or leased or contracted for by the Board during District-sponsored contests (including scrimmages and previews), practices, tournaments, and activities under the auspices of the Michigan High School Athletic Association (MHSAA). District officials may deny admission or entry to anyone attempting to use a sUAS until the event has been completed. Any exceptions to this prohibition must be approved in advance by the Superintendent. To be authorized to operate a drone on property owned or leased or contracted for by the Board, a staff member or administrator must have a Remote Pilot Certificate issued by the Federal Aviation Administration (FAA). Further, the drone must be registered with the FAA and properly marked in accordance with 14 C.F.R. Part 107.

A staff member or administrator authorized to operate a drone on property owned or leased or contracted for by the Board, must also comply with all rules set forth in 14 C.F.R. Part 107. (See AG 7440.03)

Failure to adhere by all rules set forth in 14 C.F.R. Part 107 and AG 7440.03 may result in loss of authorization to operate a drone to operate on property owned or leased or contracted for by the Board, referral to local law enforcement, and/or further disciplinary action, up to and including termination.

[END OF OPTIONS]

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Legal References: 14 C.F.R. Part 107

Policy: po8400 Section: Vol. 34, No. 1 - September 2019

Vol. 34, No. 1 - September 2019 Reissued SCHOOL SAFETY INFORMATION

8400 - SCHOOL SAFETY INFORMATION

The Board of Education is committed to maintaining a safe school environment. The Board believes that school crime and violence are multifaceted problems which need to be addressed in a manner that utilizes the best resources and coordinated efforts of School District personnel, law enforcement agencies, and families. The Board further believes that school administrators and local law enforcement officials must work together to provide for the safety and welfare of students while they are at school or a school-sponsored activity or while enroute to or from school, or a school-sponsored activity. The Board also believes that the first step in addressing school crime and violence is to assess the extent and nature of the problem(s) or threat, and then plan and implement strategies that promote school safety and minimize the likelihood of school crime and violence.

[NOTE: Include this paragraph if adopting optional revisions of Policy 7217 only.]

In furtherance of its commitment to a safe school environment, the Board has prohibited weapons on school property and at school-sponsored events, except in very limited circumstances. See Board Policy 3217, Policy 4217, and Policy 5772. This prohibition is reasonably related to legitimate educational concerns, including the ability to provide a safe and secure learning and social environment for its students and controlling and minimizing disruptions to the educational process. The presence of dangerous weapons on school property or at school-sponsored events, except under very controlled circumstances, creates a potentially dangerous situation for students, staff and visitors, and may trigger precautionary safety responses which disrupt the educational process and learning environment for students.

NOTE: END OF OPTION]

Federal law establishes a "Student Safety Zone" that extends 1,000 feet from the boundary of any school property in relation to weapons, drugs and registered sex offenders. Individuals are prohibited from engaging in these activities at any time on District property, within the Student Safety Zone, or at any District-related event.

The District will work with local officials in arranging signage defining the 1,000 foot boundary.

[] The Superintendent shall take the necessary steps so that an individual eighteen (18) years of age or older who is a registered sex offender, and resides, works, or loiters in violation of the Student Safety Zone, is prosecuted to the fullest extent of the law.

The ______ shall convene a meeting for the purpose of conferring regarding the School Safety Information Policy Agreement, and making modifications as deemed necessary and proper; discussing additional training that might be needed; and, discussing any other such related matters as may be deemed to be necessary by the participants. Participants in this meeting shall include the Superintendent, members of the Board, the County Prosecutor or his/her designee, and representatives from the local law enforcement () agency () agencies. The following may also be invited to participate in the meeting:

- A. () Chief Judge of Circuit and/or District Courts or his/her designee, including a representative of the family division;
- B. () representative from the Intermediate School District (ISD);
- C. () representative(s) from the local child protection agency;
- D. () building administrators;
- E. () teachers;
- F. () parents;
- G. () students () in grades ____ through ___;
- H. () Fire Marshal or his/her designee;
- I. () representative(s) from emergency medical services;
- J. () representative(s) from county emergency management service agency;
- K. () School Resource Officer;
- L. () representatives from other school districts within _____ [county/ISD];
- M. () _____[other].

The Superintendent shall make a report to the Board about all such reviews and recommend the approval and adoption of any proposed revisions or additions.

District Contact Person

Furthermore, in accordance with State law, the Board hereby designates the _______ as the District contact person who shall receive information from law enforcement officials, prosecutors and the court officials, including receipt of information provided from the Michigan State Police relating to the student safety act hotline ("OK2Say"). The current contact information for _______ shall be provided to the Michigan State Police in the manner and frequency required by law. [DRAFTING NOTE: THIS INFORMATION MUST BE PROVIDED TWICE A YEAR. IF A DISTRICT DESIGNATES MORE THAN ONE PERSON AS CONTACT FOR THE MSP, IT MUST SPECIFY WHEN EACH PERSON IS AVAILABLE BY DAY AND TIME WHEN IT REPORTS TO THE MSP.]

The District contact person shall notify the principal of the school of attendance of a student about whom information is received from law enforcement officials, prosecutors, or court officials within twenty-four (24) hours of the receipt of that information. The principal shall, in turn, notify the building staff members who s/he determines have a need to know the information that has been received within twenty-four (24) hours of receipt of that information.

The District contact person shall notify the appropriate law enforcement officials when an adult or a student commits any offense listed as a reportable incident in the *School Safety Information Policy Agreement* and shall report all information that is required to be reported to State or local law enforcement agencies and prosecutors. Reporting such information is subject to 20 U.S.C. 1232g, commonly referred to as the Family Educational Rights and Privacy Act of 1974.

If a student is involved in an incident that is reported to law enforcement officials pursuant to the District's *School Safety Information Policy Agreement*, then, upon request by school officials, the student's parent or legal guardian shall execute any waivers or consents necessary to allow school officials access to school, court, or other pertinent records of the student concerning the incident and action taken as a result of the incident.

Required Reporting

The Superintendent shall submit a report at least annually to the Superintendent of Public Instruction, in the form prescribed by the Superintendent of Public Instruction, stating the number of students expelled from the District during the preceding school year and the reason for the expulsion.

The Superintendent shall submit a report at least annually to the Superintendent of Public Instruction, in the form prescribed by the Superintendent of Public Instruction, stating the incidents of crime occurring at school. At least annually, a copy of the most recent report of incidents of crime shall be made available to the parent or legal guardian of each student enrolled in the District. This report will include at least crimes involving:

- A. physical violence;
- B. gang related acts;
- C. illegal possession of a controlled substance, controlled substance analogue or other intoxicant;
- D. trespassing;

Į.

E. property crimes, including but not limited to theft and vandalism, including an estimate of the cost to the District resulting from the property crime.

Each school building shall collect and keep current on a weekly basis the information required from the report of incidents of crime, and must provide that information, within seven (7) days, upon request.

Additionally, the District shall report all incidents of and attempted commissions of the crimes listed above to the Michigan State Police, in the form and manner prescribed by the Michigan State Police, within twenty-four (24) hours after the incident occurs.

Law Enforcement Information Network (LEIN)

The Board authorizes the () **Superintendent () principal () assistant principal(s)** to request vehicle registration information for suspicious vehicles within 1,000 feet of school property through the Law Enforcement Information Network (LEIN).

[] Threat Assessment

ł

The primary purpose of a threat assessment is to minimize the risk of targeted violence at school. This policy is designed to be consistent with the process for identifying, assessing, and managing students who may pose a threat as set forth in the joint U.S. Secret Service and Department of Homeland Security publication, Enhancing School Safety Using a Threat Assessment Model: An Operational Guide for Preventing Targeted School Violence. The goal of the threat assessment process is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed.

The threat assessment process is centered upon an analysis of the facts and evidence of behavior in a given situation. The appraisal of risk in a threat assessment focuses on actions, communications, and specific circumstances that might suggest that an individual intends to cause physical harm and is engaged in planning or preparing for that event.

The Board of Education authorizes the Superintendent to create building-level, trained threat assessment teams. Each Team shall be headed by the Principal and include a school counselor, school psychologist, instructional personnel, and, where appropriate, the School Resource Officer. At the discretion of the Superintendent, a threat assessment team may serve more than one (1) school when logistics and staff assignments make it feasible.

The Team will meet () on a regular basis and () _____ [insert level of frequency] _____ and [END OF OPTIONS] when the Principal learns a student has made a threat of violence or engages in concerning communications or behaviors that suggest the likelihood of a threatening situation.

The Team is empowered to gather information, evaluate facts, and make a determination as to whether a given student poses a threat of violence to a target. If an inquiry indicates that there is a risk of violence in a specific situation, the Team may collaborate with others to develop and implement a written plan to manage or reduce the threat posed by the student in that situation.

The Board authorizes the Superintendent to create guidelines for the purpose of:

- A. identifying team participants by position and role;
- B. requiring team participants to undergo appropriate training;
- C. defining the nature and extent of behavior or communication that would trigger a threat assessment and/or action pursuant to a threat assessment;

- D. defining that types of information that may be gathered during the assessment;
- E. stating when and how parents/guardians of the student making the threat shall be notified and involved;
- F. designating the individuals (by position) who would be responsible for gathering and investigating information;
- G. identifying the steps and procedures to be followed from initiation to conclusion of the threat assessment inquiry or investigation.

Board employees, volunteers, and other school community members, including students and parents, shall immediately report to the Superintendent or Principal any expression of intent to harm another person or other statements or behaviors that suggest a student may intend to commit an act of violence.

Nothing in this policy overrides or replaces an individual's responsibility to contact 911 in an emergency.

Regardless of threat assessment activities or protocols, disciplinary action and referral to law enforcement shall occur as required by State law and Board policy.

Threat assessment team members shall maintain student confidentiality at all times as required by Board Policy 8330 – Student Records, and State and Federal law.

[END OF OPTION]

Persistently Dangerous Schools

The Board recognizes that State and Federal law requires that the District report annually incidents which meet the statutory definition of violent criminal offenses that occur in a school, on school grounds, on a school conveyance, or at a schoolsponsored activity. It is further understood that the State Department of Education will then use this data to determine whether or not a school is considered "persistently dangerous" as defined by State policy. Pursuant to the Board's stated intent to provide a safe school environment, the school administrators are expected to respond appropriately to any and all violations of the Student Code of Conduct, especially those of a serious, violent nature. In any year where the number of reportable incidents of violent criminal offenses in any school exceed the threshold number established in State policy, the Superintendent shall

() discuss this at the annual meeting for the purpose of reviewing the School Safety Plan so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

() convene a meeting of the building administrator, representative(s) of the local law enforcement () **agency** () **agencies**, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

The Superintendent shall make a report to the Board about this plan of corrective action and shall recommend approval and adoption of it.

In the unexpected event that the number of reportable incidents in three (3) consecutive school years exceeds the statutory threshold and the school is identified as persistently dangerous, students attending the school shall have the choice option as provided in Policy 5113.02 and AG 5113.02.

In addition, the Superintendent shall

() discuss the school's designation as a persistently dangerous school at the annual meeting for the purpose of reviewing the School Safety Plan so that a plan of corrective action can be developed and implemented in an effort to reduce the number of these incidents in the subsequent year.

() convene a meeting of the building administrator, representative(s) of the local law enforcement () **agency** () **agencies**, and any other individuals deemed appropriate for the purpose of developing a plan of corrective action that can be implemented in an effort to reduce the number of these incidents in the subsequent year.

[] If a school in a neighboring district is identified as persistently dangerous and there is not another school in that district, the District will admit students from that school in accordance with Board Policy 5113.02.

Victims of Violent Crime

The Board further recognizes that, despite the diligent efforts of school administrators and staff to provide a safe school environment, an individual student may be a victim of a violent crime in a school, on school grounds, on a school conveyance, or at a school-sponsored activity. In accordance with Federal and State law the parents of the eligible student shall have the choice options provided by Policy 5113.02 and AG 5113.02.

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Legal References:	Title IX, Section 9532 of the Elementary and Secondary Education Act, as amended
	M.C.L. 380.1241, 380.1308, 380.1308a, 380.1310a, 752.913, 771.2a

Vol. 34, No. 1 - September 2019 Revised STUDENT ABUSE AND NEGLECT

8462 - STUDENT ABUSE AND NEGLECT

The Board of Education is concerned with the physical and mental well-being of the students of this District and will cooperate in the identification and reporting of cases of child abuse or neglect in accordance with law.

Each professional staff member employed by this District **and all other persons employed by this District who are mandatory reporters under the law** who has reasonable cause to suspect child abuse or neglect shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse or neglect resulting in physical or mental injury to a student by other than accidental means.

The professional staff member or other mandatory reporter

() or appropriate administrator in the presence of the staff member

shall immediately call the local office of the Family Independence Agency.

() and shall secure prompt medical attention for any such injuries reported.

S/He shall also notify the appropriate administrator according to the District's Reporting Procedure for Student Abuse or Neglect.

Any support staff member who has reasonable cause to suspect child abuse or neglect shall immediately report any such case to

() the principal

() his/her supervisor

who shall, in turn, immediately notify the Family Independence Agency.

The identity of the reporting person shall be confidential, subject only to disclosure by consent or court order. A reporting staff member shall not be dismissed or otherwise penalized for making a report of child abuse or neglect.

Information concerning alleged child abuse is confidential. Any unauthorized disclosure by an official or employee of the District is a violation of the law and subjects the disseminator to civil liability for resulting damages.

Each principal should be mindful of the possibility of physical or mental abuse being inflicted on a student by a staff member. Any such instances, whether real or alleged, should be dealt with in accordance with the administrative guidelines established by the Superintendent.

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Legal References: M.C.L. 722.621 et seq.

Vol. 34, No. 1 - September 2019 Tobacco Policies New USE OF TOBACCO BY ADMINISTRATORS

1615 - USE OF TOBACCO BY ADMINISTRATORS

The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board.

In order to protect students and employees who choose not to use tobacco from an environment noxious to them and potentially damaging to their health, the Board prohibits the use of tobacco on District premises, in District vehicles, and in all school buildings owned and/or operated by the District.

The Board prohibits the use (W or possession [END OF OPTION] of a tobacco product by administrators in District buildings, on District property (owned or leased), on District buses, and at any District-related event at all times

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() (twenty-four (24) hours a day, seven (7) days a week)
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within any enclosed facility owned or leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to

()school grounds,

() athletic facilities,

() any school-related event, and

() on or off Board premises

() with the exception that tobacco may be used in designated outdoor areas on school property on Sarurdays, Sundays, and after 6 p.m. on days during which there are regularly-scheduled school hours.

For purposes of this policy:

- A. "tobacco product" means a preparation of tobacco to be inhaled, chewed, or placed in a person's mouth;
- B. "use of a tobacco product" means any of the following:
 - 1. the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device;
 - 2. the inhaling or chewing of a tobacco product;
 - 3. the placing of a tobacco product within a person's mouth;
 - 4. W the use or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes or other lighted smoking devices for burning tobacco or any other substance.

The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUUL's"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.

The Superintendent shall require the posting of signs as required.

Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

[Y Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school-sponsored events.

Employees who violate this policy shall be subject to disciplinary action in accordance with the applicable Collective Bargaining Agreement and/or in accordance with policies of the Board. [] Employees subject to such action may also be referred for smoking cessation treatment, support, and education services.

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Legal References: M.C.L. 333.12601 et seq. M.C.L. 750.473

Vol. 34, No. 1 - September 2019 Tobacco Policies Revised USE OF TOBACCO BY PROFESSIONAL STAFF

3215 - USE OF TOBACCO BY PROFESSIONAL STAFF

The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board.

In order to protect students and employees who choose not to use tobacco from an environment noxious to them and potentially damaging to their health, the Board prohibits the use of tobacco on District premises, in District vehicles, and in all school buildings owned and/or operated by the District.

The Board prohibits the use () or possession [END OF OPTION] of tobacco product by professional staff members in District buildings, on District property (owned or leased), on District buses, and at any District-related event at all times

() (twenty-four (24) hours a day, seven (7) days a week)

within any enclosed facility owned or leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to

() school grounds,

() athletic facilities,

() any school-related event, and

on or off Board premises

() with the exception that tobacco may be used in designated outdoor areas on school property on Saturdays, Sundays, and after 6 p.m. on days during which there are regularly-scheduled school hours.

For purposes of this policy:

- A. "tobacco product" means a preparation of tobacco to be inhaled, chewed, or placed in a person's mouth;
- B. "use of a tobacco product" means any of the following:
 - 1. the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device;
 - 2. the inhaling or chewing of a tobacco product;
 - 3. the placing of a tobacco product within a person's mouth;
 - 4. W the use or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes or other lighted smoking devices for burning tobacco or any other substance.

[1] The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUUL's"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.

The Superintendent shall require the posting of signs as required.

Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

[] Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school-sponsored events.

Employees who violate this policy shall be subject to disciplinary action in accordance with the applicable Collective Bargaining Agreement and/or in accordance with policies of the Board. [] Employees subject to such action may also be referred for smoking cessation treatment, support, and education services.

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Legal References:

M.C.L. 333.12601 et seq. M.C.L. 750.473

Vol. 34, No. 1 - September 2019 Tobacco Policies Revised USE OF TOBACCO BY SUPPORT STAFF

4215 - USE OF TOBACCO BY SUPPORT STAFF

The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board.

In order to protect students and employees who choose not to use tobacco from an environment noxious to them and potentially damaging to their health, the Board prohibits the use of tobacco on District premises, in District vehicles, and in all school buildings owned and/or operated by the District.

The Board prohibits the use () or **possession** of tobacco product by support staff members in District buildings, on District property (owned or leased), on District buses, and at any District-related event **at all times**

() (twenty four (24) hours a day, seven (7) days a week)

within any enclosed facility owned or leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to

() school grounds,

(Vathletic facilities,

(i) any school-related event, and

() on or off Board premises

() with the exception that tobacco may be used in designated outdoor areas on school property on Saturdays, Sundays, and after 6 p.m. on days during which there are regularly-scheduled school hours.

For purposes of this policy:

- A. "tobacco product" means a preparation of tobacco to be inhaled, chewed, or placed in a person's mouth;
- B. "use of a tobacco product" means any of the following:
 - 1. the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device;
 - 2. the inhaling or chewing of a tobacco product;
 - 3. the placing of a tobacco product within a person's mouth;
 - 4. () the use or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes or other lighted smoking devices for burning tobacco or any other substance.

The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUUL's"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.

The Superintendent shall require the posting of signs as required.

[]] Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school-sponsored events. Employees who violate this policy shall be subject to disciplinary action in accordance with the applicable Collective Bargaining Agreement and/or in accordance with policies of the Board. [1] Employees subject to such action may also be referred for smoking cessation treatment, support, and education services.

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Legal References:

M.C.L. 333.12601 et seq. M.C.L. 750.473

Vol. 34, No. 1 - September 2019 Tobacco Policies Revised USE OF TOBACCO BY STUDENTS

5512 - USE OF TOBACCO BY STUDENTS

The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser and is, therefore, of concern to the Board.

In order to protect students and employees who choose not to use tobacco from an environment noxious to them and potentially damaging to their health, the Board prohibits the use of tobacco on District premises, in District vehicles, and in all school buildings owned and/or operated by the District.

The Board prohibits the use or possession of tobacco product by students in District buildings, on District property (owned or leased), on District buses, and at any District-related event.

For purposes of this policy:

- A. "tobacco product" means a preparation of tobacco to be inhaled, chewed, or placed in a person's mouth;
- B. "use of a tobacco product" means any of the following:
 - 1. the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device;
 - 2. the inhaling or chewing of a tobacco product;
 - 3. the placing of a tobacco product within a person's mouth;
 - 4. (the smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes or other lighted smoking devices for burning tobacco or any other substance.

If The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUUL's"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence. In order to protect students and staff who choose not to use tobacco from an environment noxious to them, the Board prohibits the possession, consumption, purchase or attempt to purchase and/or use of tobacco or tobacco substitute products by students at all times

() (twenty-four (24) hours a day, seven (7) days a week)

on Board premises, in Board-owned vehicles, within any indoor facility owned or leased or contracted for by the Board, and/or used to provide education or library services to children, and at all Board-sponsored events.

[] This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to:

() school grounds,

() athletic facilities,

(1) any school-related event, and

() on or off Board premises.

Advertising/Promotion

In accordance with Policy 9700.01, tobacco advertising is prohibited on school grounds, in all school-sponsored publications, and at all school-sponsored events.

[] Tobacco promotional items that promote the use of tobacco products, including clothing, bags, lighters, and other personal articles are not permitted on school grounds, in school vehicles, or at school-sponsored events.

Motification

"No Tobacco" signs will be posted throughout the District. Students will be provided notice of this policy through student handbooks.

[]]District vehicles will display the international "No Smoking" insignia.

[] Announcements will be made during home athletic events both before the event and during intermission, as well as at all school functions where deemed appropriate.

School programs will include a written reminder of the tobacco-free policy.

Educational Programming

Tobacco-use prevention education shall be coordinated with the other components of the school health program. Staff responsible for teaching tobacco-use prevention education shall have adequate pre-service training and participate in ongoing professional development activities to effectively deliver education programming. Preparation and professional development activities shall provide basic knowledge about the effects of tobacco use and effects of peer pressure on tobacco use combined with effective instructional techniques and strategies and program-specific activities.

Students who violate this policy shall be subject to disciplinary action in accordance with the Student Code of Conduct/Student Discipline Code and in accordance with policies of the Board. [] Students subject to such action may also be referred for smoking cessation treatment, support, and education services.

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Legal References:

M.C.L. 333.12601 et seq. M.C.L. 750.473

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Vol. 34, No. 1 - September 2019 Tobacco Policies Revised USE OF TOBACCO ON SCHOOL PREMISES

7434 - USE OF TOBACCO ON SCHOOL PREMISES

The Board of Education believes that the right of persons to use tobacco must be balanced against the right of those who do not use tobacco to breathe air untainted by tobacco.

In order to protect students and employees who choose not to use tobacco from an environment noxious to them and potentially damaging to their health, the Board prohibits the use of tobacco products on District premises (owned or leased), in District vehicles, at all school sponsored events and in all school buildings owned and/or operated by the District.

For purposes of this policy:

- A. "tobacco product" means a preparation of tobacco to be inhaled, chewed, or placed in a person's mouth;
- B. "use of a tobacco product" means any of the following:
 - 1. the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device;
 - 2. the inhaling or chewing of a tobacco product;
 - 3. the placing of a tobacco product within a person's mouth;
 - 4. () the use or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes or other lighted smoking devices for burning tobacco or any other substance.

[1] The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including but not limited to "JUUL's"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence. In order to protect students and staff who choose not to use tobacco from an environment noxious to them, and because the Board does not condone smoking and/or the use of tobacco, the Board prohibits the use of tobacco or tobacco substitute products at all times

() (twenty-four hours a day, seven days a week)

within any enclosed facility owned or leased or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to:

() school grounds,

() athletic facilities,

() any school-related event,

 (γ) on or off Board premises,

() except at designated times, and

()in designated areas as defined in statute.

[] Topacco may be used in designated outdoor areas on school property on Saturdays, Sundays, and after 6 p.m. on days during which there are regularly scheduled school hours.

[] Tobacco may be used at nondistrict special events held during nonschool hours with no students present and with the permission of the Superintendent. The specialevents supervisor shall submit a written request and justification to permit smoking at the event. The Superintendent may deny permission.

Tobacco may not be advertised or promoted on school property or at school controlled events. Therefore, signs, clothing, bags, accessories, and other items promoting tobacco or containing tobacco branding are prohibited on school property and at school controlled events.

Tobacco companies/products may not sponsor any school activity or project.

[] Violations of this policy may result in removal from school property or the school activity in accordance with Policy 9150 – School Visitors.

The Superintendent shall designate the individuals and the methods to monitor compliance with this policy.

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Legal References: M.C.L. 333.12601 et seq. M.C.L. 380.1170 M.C.L. 750.473 20 U.S.C. 6081 et seq. U.S.D.O.E. Memorandum, 1995 MDE Board Policy on 24/7 Tobacco-Free Schools

LINCOLN CONSOLIDATED SCHOOLS Ypsilanti, Michigan BOARD OF EDUCATION / REGULAR MEETING April 13, 2020 6:00 p.m. Virtual (COVID-10) Meeting Google Meets

OFFICIAL MINUTES

BOARD MEMBERS PRESENT

Yoline Williams, President Jennifer Czachorski, Vice President Jennifer LaBombarbe, Secretary Thomas Rollins, Treasurer (Connected at 6:03 pm) Connie Newlon, Trustee (Connected at 6:02 pm) Allie Sparks, Trustee Laura VanZomeren, Trustee

ADMINISTRATORS PRESENT

Robert Jansen, Interim Superintendent Adam Blaylock, Human Resources Director Robert Williams, Student Services Director

OTHERS PRESENT

Due to live stream the individual names of viewers in attendance is unknown.

1.0 CALL TO ORDER

President Williams called the meeting to order at 6:01 p.m. in a virtual meeting in Google Meets due to COVID-19.

2.0 ROLL CALL

Roll call showed all Board Members were present.

3.0 ESTABLISHMENT OF QUORUM

A quorum was established.

4.0 PLEDGE TO FLAG

The Pledge of Allegiance was recited by Board and audience members.

5.0 ACCEPTANCE OF AGENDA

It was moved by LaBombarbe and seconded by Czachorski that we accept the agenda as presented.

Ayes: 5 Nays: 0 Motion carried 5-0

6.0 PRESENTATIONS

6.1 Gratitude to Lincoln Staff

Bob Jansen thanked the staff at Lincoln for all working together during these unprecedented times and making him proud.

(Rollins connected at 6:03 pm)

(Newlon connected at 6:03 pm)

6.2 Goal #2-Finance

- Presented by Adam Snapp
 - The District received a grant award of \$93,340 for the Head Start program located in Model Elementary. This will help kids at an earlier age and give the District a better chance of maintaining those kids when they start kindergarten.

- Staffing was adjusted during the summer to prepare for the 18/19 fiscal year. Adjustment are made continuously to accommodate student need.
- The District was awarded \$563,793 MSP grant to upgrade safety and security within the District.
- The new welcome area was open to start the enrollment process for the 18/19 fiscal year.

6.3 COVID-19 Response Plan & Continuity of Learning Plan
 Presented by Karensa Smith
 Points of importance of the COVID-19 Response Plan & Continuity of Learning Plan explained to the Board of Education.

- 1000 Chromebook deployed to students the first two pick-up dates
- Virtual and paper packets available for all students
- Professional Development for staff on how to use Google Classroom

7.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE

- 7.1 Superintendent's Report
 - District Response Plan has been submitted and approved
 - Device distribution to students and staff went very well
 - Print packets are being created and pick up will begin on Wednesday, April 15 from 10am 1pm.
 - School of Choice is open now to February 10, 2021 and the application form has been moved to a google form to allow families to apply online.
 - Plans for 2020/2021 student recruitment are being developed including additional Kindergarten Roundup appointments.
 - Our community has a lot of positive support for the LHS 2020 Highlights and COVID-19 FRONT LINE HEROES, LINCOLN EDITION on our Facebook page. Kudos to Trustee VanZomeren for her work on these posts!
- 7.2 Finance Report
 - 7.2.1 March 2020 Food Service Report Report provided in Board packet.
 - 7.2.2 March 2020 Enrollment Report Report provided in Board packet.
- 7.3 Finance Report
 - The business office has worked with the HR and food service departments to apply for two grants. The first is from United Way to help with the expenses related to getting devices out to students and trying to provide internet for some who do not have reliable access. This grant will hopefully cover \$15,000 of costs the District will incur. The second is a food service equipment assistance grant for \$20,000 toward renovating the middle school serving area to provide more space for students to access foods.
 - Due to Covid-19, timesheets are now going to be done electronically through eSuite. If all goes well, we intend on using this method going forward.
 - 20/21 Budget Due to the state-wide shutdown there is going to be a negative impact on the State's budget for next year. Sales tax revenue is going to come in less than projected. We are currently working with all departments on their budget for next year as well as having the conversation of what can be taken out if the District does not receive an increase in foundation allowance. We are also not confident that a budget from the State of Michigan will be available before June 30 and we could potentially be looking closer to September 30. The business office will keep the finance committee updated on any guidance/expectations we are aware of from the State along with providing multiple scenarios for projections.

8.0 PUBLIC COMMENT

No public comment

9.0 BOARD REPORTS/CORRESPONDENCE

9.1 Board Executive Committee Report ₆₆ Next virtual meeting is schedule for April 20, 2020.

- 9.2 Board Performance Committee Report Performance Committee will suspend until further notice.
- 9.3 Board Planning Committee Report Planning Committee has suspended meetings until Bond work is released to begin again.
- 9.4 Board Finance Committee Report Next Finance Committee is scheduled to meet on June 1, 2020.

9.5 Reports and Correspondence

Congratulations to the following Lincoln students on receiving All State honors.

- Tate Mackenzie- football (3rd year)
- Jacob Gorman- 100 m breaststroke
- Emoni Bates-basketball (2nd year), All American, Gatorade Player of the Year
- Braelon Green- basketball
- DC Temple- basketball

10.0 NEW BUSINESS

- 10.1 Student Discipline
 - 10.1.1 Student #4

The Board Discipline Committee met on March 10, 2020, to conduct a disciplinary hearing for Student #4 and their recommendation is included in your packet. The Superintendent and Discipline Committee recommend approval as presented.

The Superintendent's Office was notified by Robyn McCoy that Student #4 had requested Closed Session.

It was necessary to enter closed session to discuss student discipline, to return to open session. A roll call vote was necessary.

It was moved by LaBombarbe and seconded by Czachorski in pursuant to Sections 8(b) of the Open Meetings Act, I move that we enter closed session to discuss the student discipline, to return to open session.

Ayes: 7 Williams, Newlon, Rollins, Sparks, Czachorski, LaBombarbe, VanZomeren Nays: 0 Motion carried 7-0

It was moved by LaBombarbe and seconded by Czachorski that we approve the recommendation with revisions of the Board Discipline Committee relative to disciplinary sanctions for Student #4 as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

10.2 Tenure and Continuing Probation Recommendations

Enclosed are the 2020-2021 probationary and tenure teacher recommendations from administration. This was presented for information only at this time; Board action will be requested at a subsequent meeting.

10.3 Title 31A iPad Purchase

Due to school closure beyond April 13th, and to achieve maximum impact for distance learning, our grades Kindergarten through Second, require using district owned iPads. In order to meet this requirement, the district will need approximately 800 iPads. Technology proposes using title 31A (At-Risk Funds) to purchase 800 Apple iPads that were intended to meet the original 1 for 1 initiative and prepare them for home use in the possibility of distance learning. Seeking board approval to purchase 800 iPads, with 3 year AppleCare warranty, 800 mobile device management licenses and 800 cases for a total not to exceed \$325,960.00 from Apple Computers. Board action was requested.

It was moved by LaBombarbe and seconded by Newlon that we approve the purchase of 800 iPads from Apple Computers using Title 31A funds as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

10.4 Superintendent McNatt Resignation

It was moved by LaBombarbe and seconded by Newlon that the Board of Education accept Superintendent Mr. McNatt's resignation.

Ayes: 7 Nays: 0 Motion carried 7-0

10.5 Interim Superintendent Jansen Contract

It was moved by LaBombarbe and seconded by Czachorski that the Board of Education approve the Interim Superintendent Contract with Mr. Jansen as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

10.6 Superintendent Search

Three motions were presented to the Board of Education: Motion for Targeted Search, Motion for Contract Extension and Motion for Appointment. After a discussion, the Board of Education made the following motion.

Recommended Motion for Appointment:

It was moved by LaBombarbe and seconded by Newlon that we authorize President Williams or her delegee, to enter contract negotiations with Mr. Robert Jansen, pending positive outcome of interview and negotiations, appoint Mr. Robert Jansen as permanent Superintendent of Lincoln Consolidated Schools.

Ayes: 7 Nays: 0 Motion carried 7-0

11.0 OLD BUSINESS

- 11.1 Minutes of Previous Meeting
 - 11.1.1 Regular Meeting March 9, 2020
 - 11.1.2 Closed Session March 9, 2020

Enclosed are the minutes of the March 9, 2020, Regular Meeting and Closed Session.

It was moved by LaBombarbe and seconded by Newlon that we approve the minutes of the March 9, 2020, Regular Meeting and Closed Session as presented.

- Ayes: 7 Nays: 0
- Motion carried 7-0
- 11.2 2019-2020 Budget Amendment

Enclosed is the 2019-2020 Budget Amendment. Adam Snapp will be available to answer questions and provide additional information. An increase in revenues as indicated in the March 2020 budget amendment include significant changes to state aid and inter-district revenue. The largest increase is for Medicaid funds received to reimburse the District from last year's expenditures. Last year was the first full year of the District having both teachers and para's document services for Medicaid. This resulted in almost double the amount of Medicaid revenue the District would typically receive. The state aid increase considers both positive and negative changes and additional grants that were received during the year, like the early learning literacy grant.

When reviewing expenditures there was a concentration on the non-payroll related items, although, the Interim Superintendent and Curriculum Director were considered, which take place in the instructional support and general administration life items. Instruction and added needs increase due to projected sub

costs. Instruction also increase due to an email from the ISD notifying the District of increased WEOC program costs.

Central costs increased to workers comp service fees (Broadspire) and Technology costs that have come up from all of the upgrades. However, it is expected that there will be budget remaining at the end of the year.

Operations and maintenance increased due to thinking that the Model roof invoice was already paid when the November budget amendment was created.

The increase in transportation costs related to the assumed purchase of a new (used) special education bus. Also, the fuel and parts budget appear to be overstated, so that helped offset some of the bus costs.

Because of the driver shortage, transportation does not believe it will be able to meet the needs of athletic events. A discussion is in place as to how to transport kids for spring sports, but \$30k was included in that line item as a precaution. The District will do what it can to minimize these costs.

Board action is requested.

It was moved by LaBombarbe and seconded by Rollins that we approved the 2019-2020 Budget Amendment as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

11.3 Non-Affiliate Contract Extensions

Below are recommendations for Non-Affiliate contract extensions. Board action is requested.

Listed below are recommendations for Non-Affiliate contract extensions through the June 30, 2021, school year.

Robert Williams	Director, Student Services
Vicki Coury	Director, Communication & Information Services
Adam Blaylock	Human Resources Director
Bob Merritt	Transportation Director
Kaitlin Moffett	Assistant Athletic Director
Ty Smith	Administrative Assistant to the Superintendent
Phil Bongiorno	Facilities Director

It was moved by LaBombarbe and seconded by Czachorski that we approved the Non-Affiliate Contract Extensions through June 30, 2021 as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

11.4 LAA Individual Contract Extensions Below are recommendations for LAA contract extensions. Board action is requested.

Listed below are recommendations for LAA contract extensions through the June 30, 2021, school year.

Nicole Holden, High School Principal Tim Green, Middle School Principal Robert Jansen, Elementary Principal Paula Robinette, Elementary Principal Mary Aldridge, Elementary Principal Kerry Shelton, Model Principal Regina Winborn, High School Assistant Principal Carrie Melcher, High School Assistant Principal Lori Ferguson, Middle School Assistant Principal Christopher Westfall, Athletic Direct It was moved by LaBombarbe and seconded by Czachorski that we approved the LAA Individual Contract Extensions through June 30, 2021 as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

11.5 2020-2021 Master Calendar

The 2020-2021 Master Calendar has been agreed upon by the LEA and the Superintendent and meets the 1098 clock hours, 180 plus days requirements as mandated by the State of Michigan Superintendent recommends approval as presented. Board action is requested.

It was moved by LaBombarbe and seconded by Newlon that we approved the 2020-2021 Master Calendar as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

11.6 March 2020 Finance Report

Enclosed are the March 2020, Financial Reports. The Superintendent recommends approval as presented.

It was moved by LaBombarbe and seconded by Czachorski that we approve the March 2020, Finance Report as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

11.7 March 2020 Check Register

Enclosed is the March 1-31, 2020, check register in the amount of \$3,193,909.68. The Superintendent recommends approval as presented.

It was moved by LaBombarbe and seconded by Rollins that we approve the March 1-31, 2020, check register in the amount of \$3,193,909.68 as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

11.8 March 2020 Trust and Agency

Enclosed is the March 2020, Trust & Agency Report. The Superintendent recommends approval as presented.

It was moved by LaBombarbe and seconded by Newlon that we approve the March 2020, Trust & Agency Report as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

11.9 Personnel Transactions

ACTION ITEMS				
Name	Position/Building	Effective Date	Status	Major/Step
Allison Sitts	ELA Title I Teacher/Lincoln Middle School	3/16/2020	New Hire	BA/Step 2
David Lloyd	Paraprofessional/Lincoln Middle School	3/27/2020	Termination	
Name	Position/Building	Return to Work Date	Status	Approved/Not Approved
Deanna Pena	Teacher/Lincoln Middle School	Intermittent	FMLA	Approved
David Lloyd	Paraprofessional/Lincoln Middle School	3/27/2020	FMLA	Approved
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Jodie Hotchkiss	Assistant Building Secretary/Lincoln High School	4/17/2020	FMLA	Approved
Diane Baugher	Paraprofessional/Brick Elementary	Intermittent	FMLA	Approved
Wendy Johnson	Paraprofessional/Childs Elementary	5/29/2020	FMLA	Approved
Ellen Codere	Social Worker/Lincoln Middle School	Intermittent	FMLA	Approved

It was moved by LaBombarbe and seconded by Czachorski that we approve the April 13, 2020, Personnel Transactions Summary as presented.

Ayes: 7 Nays: 0 Motion carried 7-0

12.0 ADJOURNMENT

It was moved by LaBombarbe and seconded by Newlon that we adjourn the meeting at 8:15 p.m.

Ayes: 7 Nays: 0 Motion carried 7-0



TO: Robert Jansen, Interim Superintendent

FROM: Adam Blaylock, Director of Human Resources

DATE: April 15, 2020

SUBJECT: Teacher Tenure Recommendations Probationary Teacher Recommendations

The building administrators have recommended the following probationary teachers to be continued for the 2020-2021 school year. There are two teachers being recommended for grants of Tenure. This memorandum has been updated to reflect the inadvertent inclusion of some teachers who had previously been granted tenure.

Teacher Tenure Recommendations						
Building	Last Name	First Name	Hire Date	Tenure Eligibility Date	Notes	
Lincoln High School	HUANG	JOEY	11/19/2015	11/18/2020	Recommended for Tenure	
Lincoln High School	ROE	RICHARD	3/7/2016	3/7/2021	Recommended for Tenure	

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Probationary Teacher Recommendations					
School	Last Name	First Name	Date of Hire	Tenure Eligibility Date	Notes
Bishop Elementary	BARRAGAN-BARAJAS	MARIA	2/9/2020	2/9/2025	Five Year Requirement
Bishop Elementary	FOWLER	LINDSAY	4/17/2017	4/17/2022	Five Year Requirement
Bishop Elementary	GOWMAN	RACHEL	9/8/2017	9/8/2022	Five Year Requirement
Bishop Elementary	GUCK	GRETCHEN	8/14/2017	8/14/2022	Five Year Requirement
Bishop Elementary	SIMKO	COURTNEY	4/21/2019	4/20/2024	Five Year Requirement
Bishop Elementary	SWIDAN	NICOLE	1/13/2018	1/13/2023	Five Year Requirement
Bishop Elementary	WARNER	LAUREN	8/14/2017	8/14/2022	Five Year Requirement
Bishop Elementary	WILLIAMSON	MICHAELLA	1/7/2019	1/7/2024	Five Year Requirement
Bishop Elementary	ZIEMBA	MELANIE	1/23/2017	1/23/2022	Five Year Requirement
Brick Elementary	ERDENEJARGAL	KATHERINE	8/14/2017	8/14/2022	Five Year Requirement
Brick Elementary	HARMON	SHAWN	4/30/2018	4/30/2023	Five Year Requirement
Brick Elementary	HIRSCH	MATTHEW	9/30/2019	9/29/2024	Five Year Requirement
Brick Elementary	KEITH	REBECCA	12/19/2019	12/18/2024	Five Year Requirement
Brick Elementary	KERN	TRACIE	8/26/2019	8/25/2024	Five Year Requirement
Brick Elementary	MARKOSE	LESLEE	8/27/2019	8/26/2024	Five Year Requirement
Brick Elementary	PODGORSKI	ERIN	2/9/2020	2/9/2025	Five Year Requirement
Brick Elementary	WHITE	EMMA	1/6/2020	1/6/2025	Five Year Requirement
Childs Elementary	BALL	LYNN	8/27/2016	6/30/2021	Five Year Requirement
Childs Elementary	HOLLOWELL	ELIZABETH	2/11/2017	2/11/2022	Five Year Requirement
Childs Elementary	MOORE	KATLIN	8/12/2018	6/30/2023	Five Year Requirement
Childs Elementary	RICKLE	ANTHONY	8/12/2018	6/30/2023	Five Year Requirement
Childs Elementary	RUPER	CHRISTI	8/26/2019	6/30/2023	Five Year Requirement
Childs Elementary	TRELA	JESSICA	11/18/2018	11/18/2023	Five Year Requirement
Lincoln High School	CATALFIO	SARAH	12/2/2017	12/2/2022	Five Year Requirement
Lincoln High School	CONTRERAS	GRETCHEN	8/14/2017	8/14/2022	Five Year Requirement
Lincoln High School	CRIGER	MELISSA	12/15/2019	12/14/2024	Five Year Requirement
Lincoln High School	JALILEVAND	MARGARET	8/27/2016	6/30/2021	Five Year Requirement
Lincoln High School	JOHNSON	ROBERT	8/14/2017	6/30/2022	Five Year Requirement
Lincoln High School	LOWE	MARK	8/26/2019	6/30/2021	Two Year Requirement (Previously Tenured)
Lincoln High School	MAHER	DUSTIN	8/27/2019	6/30/2021	Five Year Requirement
Lincoln High School	MALOTT	ZACHARY	8/14/2017	6/30/2022	Five Year Requirement
Lincoln High School	PRYCE	STEVEN	8/27/2016	6/30/2022	Five Year Requirement
Lincoln High School	ROSA	DOMINIC			Five Year Requirement
Lincoln High School	SENG	DESIREE	1/24/2018 4/7/2017	1/24/2023 4/7/2022	Five Year Requirement
Lincoln High School	SMITH	SAVANNAH	8/27/2017	6/30/2021	Five Year Requirement
Lincoln High School	WALLER	ANNA	9/3/2019	6/30/2021	Five Year Requirement
Lincoln High School	CLEMENS	LEA	12/15/2019		
Lincoln Middle School	CURTIN	EMILEIGH		12/14/2024 6/30/2021	Five Year Requirement
			8/29/2016	6/30/2021	Five Year Requirement
Lincoln Middle School	DUDASH	AMBIKA	9/18/2018	9/18/2023	Five Year Requirement

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Probationary Teacher Recommendations						
School	Last Name	First Name	Date of Hire	Tenure Eligibility Date	Notes	
Lincoln Middle School	LANK	TARA	12/15/2019	12/14/2024	Five Year Requirement	
Lincoln Middle School	MIKEL	NICOLE	2/5/2018	2/5/2023	Five Year Requirement	
Lincoln Middle School	SITTS	ALLISON	3/16/2020	3/6/2025	Five Year Requirement	
Lincoln Middle School	SMITH	JESSICA	9/9/2018	9/9/2023	Five Year Requirement	
Lincoln Middle School	YAROCH	SHANNON	8/14/2017	6/30/2022	Five Year Requirement	
Model Elementary	DUDZIK	KATHERINE	2/3/2020	2/3/2025	Five Year Requirement	
Model Elementary	FINKBEINER	LAURA	8/26/2019	6/30/2024	Five Year Requirement	
Model Elementary	JOHNS	RACHEL	9/26/2018	9/26/2023	Five Year Requirement	
Model Elementary	MAURY	MONICA	8/26/2019	6/30/2024	Five Year Requirement	
Model Elementary	SCHULENBURG	THERESA	2/25/2017	2/25/2022	Five Year Requirement	
Model Elementary	VAN SLAMBROUCK	NATASHA	8/27/2019	6/30/2024	Five Year Requirement	