

Britton Deerfield Schools

Student Handbook



Home of the Patriots

Britton Deerfield Families,

It is my pleasure to welcome everyone to the new school year. The start of each school year brings excitement, energy, and perhaps even some apprehension. Each of us feel this excitement in different ways. Our students welcome the opportunity to see friends, start sports and other fun activities, and even get back to their learning with new teachers leading the way. Our parents are happy to have their children back in a routine but may be feeling sad about how fast their kids are growing. Additionally, our teachers are re-energized and ready to take on the important task of providing our children with the foundations in education that will pave the way for all their future endeavors. However, even teachers get nervous about the first day of school!

I want all BD families to know that my priority in this role is to support your child and their teachers with the very best educational experience possible. My focus this year remains improving district-wide student growth scores, helping to support students and teachers with behaviors, and helping our District improve economically as the school that opens the gateway to Lenawee County. By focusing on these areas, I hope to strengthen academic achievement, improve community relations, and help to increase economic growth and development.

As part of my commitment to you, I want to train and empower our educators and leaders to make wise, appropriate decisions that support our students. I believe in our District. We have such a big heart and people who work tirelessly to ensure children have all they need to flourish. I also believe in our students and staff. I know that with your help and support, we can be bigger and better than ever!

This handbook is intended for use by students, parents, and staff as a guide to the rules, procedures, and general information about the district. The use of the word “Parent” in this handbook means a student’s natural or adoptive parent or legal guardian. Students and their parents are responsible for familiarizing themselves with this handbook, and parents should use the handbook as a resource to assist their students with following rules and procedures.

Students must comply with all school policies, regulations, rules, and expectations. The use of the word “policy” in this handbook includes bylaws or policies adopted by the Board of Education. Although the information in this handbook is comprehensive, it is not intended to address every situation that may arise during a school day or school year. The administration is responsible for interpreting the rules contained in the handbook to ensure the implementation of the school’s educational program and well-being of all students. If a situation arises that is not specifically addressed by this handbook, the administration may respond based on applicable law and policy.

Additionally, the rules and information provided in this handbook may be supplemented or amended by the administration at any time, consistent with applicable law and policy.

I am honored and excited to work with you, your students, and our amazing team of educators and administrators. Together we can ensure the success of the district and sustain these amazing traditions that make Britton Deerfield Schools so special—We ARE BD!

Sincerely,

Stacy L. Johnson

Superintendent

Mission Statement

The mission of Britton Deerfield Schools, the focal point of our rural communities, is to develop a sustainable learning environment that promotes independent thinkers who are respectful and responsible citizens capable of adapting and assuming a productive role in an ever-changing world.

Vision Statement

The vision of Britton Deerfield Schools is to create a positive learning community focused on the intellectual, artistic, physical, and social-emotional growth and needs of our students and school community.

Goals

1. Increase public awareness of Britton Deerfield points of pride and enrollment opportunities through improved marketing strategies.
2. Ensure the learning environment and school structures are safe, clean, and adequately maintained at all times.
3. Evaluate and continuously improve data-driven instructional practices.
4. Maintain and update technology resources that allow students to engage in 21st Century learning endeavors and to live in a global society.
5. Improve upon the district's curricular alignment—moving from a horizontal alignment approach to an all-encompassing vertical alignment.
6. Attract, recruit, and retain highly qualified and dedicated administrators, teachers, and staff members.
7. Create opportunities for students to engage in school-based, extra-curricular academic and interest clubs that focus on engagement and interest.

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IMPORTANT INFORMATION

District Website

www.bdschools.us

Board Policies

Board Policies are available at:

<https://www.bdschools.us/board-of-education/bds-board-policy/>

Addresses

Britton Building: 201 College Ave., Britton, MI 49229

Deerfield Building: 252 Deerfield Rd., Deerfield, MI 49238

Contact Information

Main Office: (517) 451-4581

Fax: (517) 451-8595

Student Services: Britton (517) 451-4581—Chelsea Hassenzahl ext. 105

Deerfield (517) 447-3015—Jener Delmotte ext. 234

Special Education: Amy Good (517) 451-4581 ext. 112

Transportation: Karen Decoster (517) 451-4581 ext. 131

Athletics: Erik Johnson (517) 451-4581 ext. 102

Administration

Superintendent: Stacy Johnson (517) 451-4581 ext. 101

Transportation Co-Directors: Stacy Johnson & Karen Decoster
(517) 451-4581 ext. 131

Middle and High School Dean of Students: David Raft (517) 451-4581, ext. 111

Elementary School Principal: Michael McAran (517) 447-3015, ext. 232

Elementary Coordinator/PBIS Coach: Kelly Bush (517) 447-3015, ext. 212

Counselor

Amy Good (517) 451-4581 ext. 112

2026-27 School Calendar		
Date	Event	Descriptor
8/18/2026	Staff Professional Development	Teacher PD Day
8/19/2026	Open House	(D) 5:30 PM-7:00 PM and (B) 6:30 PM-8:00 PM
8/24/2026	First Day School—Elementary ONLY (D)	Elementary Back-to-School PBIS Kick Off Assembly—dismissal at 11:32 AM
8/25/2026	First Day School—MS and HS ONLY (B)	MS and HS Back-to-School PBIS Kick Off Assembly—dismissal at 11:32 AM
8/26/2026	District First Day Classes	All students 8:00 AM — 3:00 PM
9/4/26 -- 9/7/2026	No School	Labor Day Recess
9/14/2026	Staff Meeting	All teachers—building level
9/21/2026	School Improvement Meetings	PD for all teachers in departments/grade levels
10/5/2026	Staff Meeting	All teachers—building level
10/9/2026	Homecoming	1-hour early release; students dismissed at 2:00 PM; 3:30 PM Parade; 7:00 PM Game v. Morenci
10/12/2026	School Improvement Meetings	PD for all teachers in departments/grade levels
10/16/2026	End MP 1	MS and HS Students
11/2/2026	Staff Meeting	All teachers—building level
11/4/2026	District-wide P/T Conferences	½ day; dismissal at 11:32; P/T Conferences 12:30 PM -- 4:00 PM and 5:00 PM -- 7:00 PM
11/9/2026	School Improvement Meetings	PD for all teachers in departments/grade levels
11/13/2026	End 1 st Trimester	Elementary Students
11/25/2026 – 11/27/2026	Thanksgiving Break	½ day on 11/25; dismissal at 11:32; No School 11/26 & 11/27
11/30/2026	School Resumes	First day after break
12/15/26 -- 12/18/26	Exams	MS and HS Students
12/17/2026 – 12/18/2026	Half Days--Exams	Students dismissed at 11:32
12/18/2026	End MP 2	MS and HS Students
12/21/2026 – 1/1/2027	No School	Christmas Break
1/4/2027	School Resumes	First Day after break
1/11/2027	Staff Meeting	All teachers—building level
1/18/2027	No School	MLK Day
1/25/2027	School Improvement Meetings	PD for all teachers in departments/grade levels
2/1/2027	Staff Meeting	All teachers—building level
2/8/2027	School Improvement Meetings	PD for all teachers in departments/grade levels
2/12/2027	No School	Teacher PD Day 8:00 AM to 3:00 PM
2/15/2027	No School	President's Day
2/26/2027	End 2 nd Trimester	Elementary Students
3/1/2027	Staff Meeting	All teachers—building level
3/8/2027	School Improvement Meetings	PD for all teachers in departments/grade levels
3/12/2027	End MP 3	MS and HS Students
3/26/2027 – 4/2/2027	No School	Spring Break
4/5/2027	School Resumes	First day after break
4/5/2027	Staff Meeting	All teachers—building level
4/12/2027	School Improvement Meetings	PD for all teachers in departments/grade levels
5/3/2027	Staff Meeting	All teachers—building level
5/10/2027	School Improvement Meetings	PD for all teachers in departments/grade levels
5/31/2027	No School	Memorial Day
6/1/2027 – 6/4/2027	Exams	MS and HS Students
6/3/2027 – 6/4/2027	Half Days--Exams	Students dismissed at 11:32
6/4/2027	Last Day School	Students dismissed at 11:32—Have a Great Summer!

Britton Deerfield Schools begins instruction at 8:00 AM. School dismisses at the end of each regularly scheduled day at 3:00 PM. The master schedules for direct instruction are based on a block scheduling concept and are the same for all students in grades 6-12. However, the Britton Building and the Deerfield Building have differing schedules to accommodate the elementary students and lunch schedules. The elementary students also have a different schedule for their specialized instruction. At the onset of the school year, teachers at the elementary level will be sharing classroom schedules with parents to ensure students are prepared for physical education, art, music and technology.

Middle School & High School Block Schedule

Times	Block
8:00 – 9:15	1A/1B
9:19 – 9:51	2A/2B
9:55-11:10	3A/3B
11:10-11:35	A Lunch (HS)
11:40-12:05	B Lunch (HS)
12:33-12:58	C Lunch (MS)
11:14 – 12:58	4A/4B
1:02– 2:17	5A/5B
2:21 – 3:00	6A/6B

School staff will supervise students on school grounds 40 minutes before the start of the school day (7:20-8:00) and 15 minutes after the school day ends (3:00-3:15). **Unless students are participating in a school activity immediately after school concludes, school staff will not provide supervision before or after these times. This includes sporting events that start in the evening hours.**

For additional information on school schedules and calendars, please visit our website at www.bdschools.us.

EMERGENCY SCHOOL CLOSING PROCEDURES

In the event of an emergency school closure, such as a bad weather days or when school is unexpectedly closed due to power or water shut-off, the district will notify students, parents, and the general public about the closure in the following manner:

Our District Instant Alert system will be used to share District closure information. Other notifications include the school webpage, Britton Deerfield School's Facebook page, and multiple news and media outlets.

When it becomes necessary to close school, the WLEN radio station will be notified (103.9 FM) in Adrian. In addition, we contact several TV stations (Channel 13, Channel 11, Channel 24) with our delay/closing information. Conditions that would close/delay school could be fog, snow, ice, or other inclement weather, or a mechanical breakdown within the school. It is the responsibility of each parent to have alternate plans for your child in case you are not at home. Please inform your child's teacher, via student registration form, if your son/daughter is to be bussed to another person's home, etc. Please update the registration form as needed.

Every effort is made to announce school closures before 6:00 AM. There are circumstances that may prevent us from communicating this early such as power outages and emergency situations with school provided transportation. The district will continue to communicate with families as quickly as possible.

NOTICE OF NON-DISCRIMINATION

The District does not discriminate on the basis of race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis, and prohibits unlawful discrimination, including harassment and retaliation, in any education program or activity that it operates, including in admission and employment.

Inquiries about unlawful discrimination, including unlawful harassment and retaliation, may be referred to the district's applicable Coordinator and/or an agency with jurisdiction, such as the U.S. Department of Education's Office for Civil Rights, the Michigan Department of Civil Rights, the Equal Employment Opportunity Commission, or the Department of Justice.

Designated Title IX Coordinator

Erik Johnson
201 College Ave., Britton, MI 49229
(517) 451-4581 ext. 102
erik.johnson@bdschools.us

Designated Title IX Coordinator

Amy McAran
252 Deerfield Rd., Deerfield, MI 49238
(517) 447-3015
Amy.mcaran@bdschools.us

Designated Section 504 Coordinator

Amy Good—High School
201 College Ave., Britton, MI 49229
(517) 451-4581 ext. 112
amy.good@bdschools.us

Designated Civil Rights Coordinator/Employment Compliance Officer

Stacy Johnson, Superintendent
201 College Ave., Britton, MI 49229
(517) 451-4581 ext. 101
stacy.johnson@bdschools.us]

The district's Non-discrimination, Anti-Harassment, and Non-Retaliation Policy and Grievance Procedures are available on the Britton Deerfield website. A direct link to Policy 3115 can be found on the districts website at: https://bdschools-cdn.fxbrt.com/downloads/boe-policies/3000-series/3115_non-discrimination_anti-harassment_and_non-retaliation_new_new.pdf.

To report information about conduct that may constitute unlawful discrimination, including unlawful harassment and retaliation, or make a complaint of such conduct, please contact the applicable Coordinator listed above.

Any student who witnesses an act of unlawful discrimination, including unlawful harassment or retaliation, is encouraged to report it to District personnel. No student will be retaliated against based on any report of suspected discrimination. A student may also anonymously report an incident of unlawful discrimination. The district will investigate anonymous reports pursuant to its investigation procedures described by Policy. Minor students do not need parent permission to file complaints or participate in the Grievance Process described by Policy.

A student found to have engaged in unlawful discrimination, including unlawful harassment or retaliation, may be subject to discipline, including suspension or expulsion, consistent with Policy 5206.

The district provides equal access to the Boy Scouts and other designated youth groups as required by law.

Examples of Unlawful Harassment

“Unlawful harassment” is verbal, written, or physical conduct that denigrates or shows hostility or aversion toward a person because of the person’s membership in a Protected Class that has the purpose or effect of: (1) creating an intimidating, hostile, or offensive environment; or (2) unreasonably interfering with the person’s ability to benefit from the District’s educational programs or activities.

- **Race, color, and national origin harassment** can take many forms, including, but not limited to, slurs, taunts, stereotypes, or name-calling, as well as racially motivated physical threats, attacks, or other hateful conduct. Harassment based on ethnicity, ancestry, or perceived ancestral, ethnic, or religious characteristics is considered race, color, and national origin harassment. Policy 3115 is attached to this handbook as Appendix A.
- **Disability harassment** can take many forms, including, but not limited to, slurs, taunts, stereotypes, or name-calling, as well as disability-motivated physical threats, attacks, or other hateful conduct. Policy 3115 is attached to this handbook as Appendix A.
- **Sex-based harassment** can take many forms. For the definition of sex-based harassment, including sexual harassment under Title IX, see Policy 3118 attached to this handbook as Appendix A.

SECTION I: DISTRICT-WIDE POLICIES AND PROCEDURES

Attendance

Students are expected to attend school every day school is in session. Students are to arrive before the first class and stay until the scheduled end of their school day. If a student is unable to attend school, the student or parent must report that absence to the Student Services Office.

Students who are 1-9 minutes late are considered tardy. Students who are more than 10 minutes late are absent. A student who violates attendance expectations may be subject to discipline and any other applicable consequences.

If a student arrives late, the student must sign in at the office. A student may only leave school early if the student's parent notifies the office or the student is an emancipated minor or 18 years old.

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent:

- the student's physical or mental illness (a physician's verification is required)
- severe weather as determined by the district
- medical appointments for the student
- death or serious illness of the student's family member
- attendance at a funeral, wedding, or graduation (funeral card, program or bulletin must be provided to student services office)
- appearance at court or for other legal matters (court documentation provided to student services office)
- observance of religious holidays of the student's own faith (parent communication required)
- college planning visits

TARDY POLICY

Our goal as a District is student success. We believe students have the best opportunity to achieve this goal if they are in class daily and ON TIME. Discipline consequences for tardiness are outlined below.

1. **1st-3rd tardy:** Teacher warning.
2. **4th-6th tardy:** The student will serve a lunch detention. Lunch detentions will be held in the Principal's office or designated location.
3. **7th-8th tardy:** A 60-minute detention (3:05-4:05) will be issued. Students must serve their detention the next school day unless arrangements are made with the parent(s). Failure to serve the detention will result in additional discipline. Transportation after a detention is the responsibility of the parent(s).
4. **9th-10th tardy:** Students will be assigned an in-school suspension, and this will constitute a Truancy Referral.
5. **11th tardy:** Out of School Suspension and additional Truancy Officer notification.
6. If a student accumulates 12 or more tardies, a meeting with school Principal and truancy officer will be needed.

Absences due to illness

The school will contact parents if a student becomes ill at school and may ask that the parent pick up the student. A student who is absent due to illness has 1 day for each day of absence to complete missed assignments.

Planned absences

Parents who know in advance that a student will be absent must contact the school at the earliest possible date. Students who will be absent for reasons that can be anticipated, such as routine medical appointments and school activities, must complete any work required by the teacher before the absence unless alternative arrangements are approved by the teacher in advance. Parents should make every attempt to schedule medical and other appointments outside of school hours.

Students are expected to:

- Complete all class work in advance for any absence that can be anticipated or make alternative arrangements with their teacher in advance of the absence.
- Sign out of school at the office if leaving school during the school day.
- Make up all work that is assigned by teachers for the instructional time that has been missed.

For more information, see Policy 5301.

Books and Supplies

The district will provide free instruction to all students and will not charge a fee for materials necessary to complete required or elective courses. Students and parents may purchase additional supplies at their own expense. The district may charge a reasonable fee to cover damage to textbooks and supplies. A teacher may provide a list of suggested materials that students and parents may purchase. Purchasing materials is voluntary and not required for curricular activities.

Students must take care of books and other supplies provided by the district. The district may assess fees to repair or replace District property that is lost, damaged, stolen, returned in a different condition, or not returned on time.

Bulletin Boards

Space may be provided within school buildings or on school electronic media for students and student organizations to post notices about student groups. Rules for posting on bulletin boards are found in Policy 5503.

Bullying

All types of student-on-student bullying, including cyberbullying, without regard to subject matter or motivation, are prohibited. The District's Anti-Bullying Policy is attached to this handbook as Appendix B.

Cafeteria Rules

The cafeteria uses the Infinite Campus Food Service system for students to pay for their food and beverage purchases.

For this system to work efficiently for all students, students will need to pre-pay for their breakfast and lunch. Students can pre-pay for their food in one of three ways:

- Pre-pay by cash or check before the start of school in the cafeteria.
- Deposits can be made online in the Infinite Campus Parent Portal using a credit card or debit card. Parents can set up an account and use their card to deposit money to their child's account (fee applies).

The State of Michigan is offering free breakfast and lunch to all students enrolled in public schools. This is only one designated meal daily for breakfast and lunch. Additional meals and a la cart items may be purchased and is the responsibility of each individual child. For the cafeteria staff to serve students as quickly and efficiently as possible, students that have pre-paid for their meals will be allowed to go through the line prior to the students who will be paying with cash. It is recommended that students deposit money on their account to cover one or two weeks of food purchases at a time.

The school system provides an excellent hot lunch program. Students will be allowed to charge their lunch a maximum of **one time**. Additional charges will not be allowed.

Students eating in the cafeteria are responsible for taking care of their trays and waste by putting them in the proper place. Food is not to be taken out of the cafeteria.

The following rules are to be followed in the BD cafeteria:

1. Do not cut in front of others in the lunch line.
2. Pick up any food, napkins, silverware that has been dropped.
3. There is no food throwing.
4. Restrooms in school area are the only ones to be used during lunch.
5. No one is allowed out of the cafeteria during lunch without permission.
6. The parking lot/yard areas outside building are off limits during lunch.
7. No food or drink (only water) are permitted to leave the cafeteria.

Failure to comply with cafeteria rules may result in a lunch/breakfast detention. In this instance, a student may be required to eat in a creative location such as a separate detention table.

All Britton Deerfield Families are encouraged to complete the Free and Reduced Lunch Form. This is made available to all families at the onset of each school year, and additional copies are available at either building. Our district receives credit for all submitted forms. Therefore, even if you do not feel your family would qualify—it does help us with every completed form submitted.

The use of online food ordering from any delivery company or service to students at Britton Deerfield schools during the school day is strictly prohibited. Britton Deerfield Schools will not accept deliveries on behalf of any student. All student deliveries will be

rejected by the district and students and/or their parents will be responsible for payment for food and/or goods which are not received by the student.

Personal Electronic Device (PED) Use

The Britton Deerfield Schools Board of Education recognizes the increasing presence and influence of personal electronic devices (PEDs) including, but not limited to, cell phones, earbuds, smartwatches, and similar technologies on students' academic performance, social interactions, and school behavior.

Concerns from families, staff, and community members, combined with national trends, highlight the need for clear, consistent, and enforceable guidelines regarding PED use during the school day. This policy is intended to reduce distractions, promote positive social engagement, and support a safe, focused, and respectful school environment for all students. The district will communicate this policy to all students, parents/guardians, and staff prior to the start of each school year and reinforce expectations regularly throughout the year.

We understand that parents and guardians may need to communicate with their students during the school day. If you need to reach your student, please contact the school office directly. Our staff will ensure your message is delivered promptly. This process helps maintain a focused and distraction-free learning environment while ensuring students remain connected to their families when it matters most.

General Provisions

Personal Electronic Device (PED): Any privately-owned device capable of transmitting or receiving data, sound, or images, including (but not limited to) cell phones, smartwatches, earbuds, and similar devices.

Responsibility: The district is not responsible for the security, loss, theft, or damage of any PED brought to school.

Compliance: Students who choose to bring PEDs to school must adhere to the rules outlined by their grade level.

Grade-Level Guidelines

Elementary School (Grades K–5)

- PEDs must be silenced and stored in a backpack, locker, or district-provided storage container for the duration of the school day.
- PEDs may not be used before school, during school hours, or during recess.
- PED use is permitted only after school dismissal.

Middle School (Grades 6–8)

- PEDs must be silenced and stored in a backpack, locker, or district-provided storage container upon entering the building and classroom.
- PEDs may not be accessed or used during the school day, including before school, passing periods, and lunch.

- PED use is permitted only after school dismissal.

High School (Grades 9–12)

- PEDs must be silenced and stored in a backpack, locker, or district-provided storage container upon entering the building and classroom.
- Students may use PEDs before and after the school day, during transition periods, and at lunch.
- PEDs may not be used during instructional time unless expressly permitted by the teacher for educational purposes.

Exceptions

- **Medical Needs or Disabilities:** Students whose Individualized Education Program (IEP) or 504 Plan includes the use of specific electronic devices as part of accommodation.
- **Emergency Communication:** In cases of imminent safety threats, natural disasters, or other emergencies as directed by staff.
- **Instructional Use:** Teachers may authorize PED use for instructional purposes within their classroom at their discretion.

Violations and Consequences

▪ *First Offense*

The teacher/administrator will conference with the student to review the policy and issue a verbal warning.

▪ *Second Offense*

Parents/guardians will be notified.

The student's phone or other PED will be confiscated and returned to the student at the end of the period or school day, as determined by building procedures.

▪ *Third Offense*

Parents/guardians will be notified.

The student will conference with the building administration.

The student's phone or PED will be confiscated and returned at the end of the school day (or require parent pickup).

The student may receive a detention, in-school, or short-term suspension.

▪ *Multiple Offenses*

Parents/guardians will be required to attend a conference with the building administration.

A personalized "phone plan" will be developed to address ongoing issues, which may include restrictions on bringing PEDs to school.

NOTE: If a student does not surrender their device/items to a BD Staff member when requested, they are considered insubordinate and will face disciplinary consequences, including out-of-school suspensions and an immediate move to the 3rd Offense.

This policy will be reviewed annually by the administration and Board of Education to ensure it remains effective and responsive to changing technology and community needs.

Cheating, Plagiarism, and Academic Dishonesty

Students may not cheat, plagiarize, or otherwise participate in academic dishonesty in any form. Unless specifically authorized by a teacher, prohibited behavior may include, but is not limited to:

- Obtaining, attempting to obtain, or aiding another person in obtaining credit for work by any dishonest or deceptive means.
- Copying another person's work or answers.
- Discussing with other students the answers or questions on a test or assignment before the test or assignment has been submitted for a grade.
- Taking or receiving copies of a test.
- Using or displaying notes, "cheat sheets," or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.
- Using artificial intelligence to assist or complete an assignment or test.
- Submitting work or any portion of work completed by another person.

A student who cheats, plagiarizes, or otherwise participates in any academic dishonesty may receive no credit on that assignment or class and will be subject to discipline, up to and including expulsion.

Children's Protective Services Investigations

The district will cooperate with Children's Protective Services (CPS) during an investigation of suspected child abuse or neglect. Cooperation may include allowing CPS access to a student without parent consent if CPS determines access is necessary to complete the investigation or prevent abuse or neglect. As a matter of law, the identity of an individual who makes a report of suspected child abuse or neglect is confidential and will not be disclosed.

Classroom Behavior

Teachers may establish classroom conduct rules that students must follow.

Closed Campus

The school campus is a closed campus. All students must remain on campus during school hours. The building principal or designee will release a student only after confirming with an authorized adult that the student has permission to leave campus. Students who leave campus without authorization are subject to disciplinary action. Nothing in this Policy prevents the school from sending a student home when the student is ill or for disciplinary purposes.

Communicable Diseases

The district, in conjunction with local health department officials, may exclude students who:

- Are suspected of having a communicable disease until a physician or local health department official determines the student is no longer a risk; or
- Lack documentation of immunity or are otherwise considered susceptible to a communicable disease until the local health department officials determine the risk of spreading the disease has passed.

Communicable diseases include, but are not limited to, diphtheria, scarlet fever, strep infections, whooping cough, mumps, measles, rubella, COVID-19, and other conditions indicated by the local and state health departments. Any removal will only be for the contagious period or as directed by the local health department.

Concussion Protocol

Before allowing a student to participate in any athletic activity, including physical education, the district will annually:

- A. Provide the MHSAA educational materials on concussion awareness to each student and to the student's Parent; and
- B. Obtain a statement signed by each student and respective Parent acknowledging receipt of the MHSAA concussion awareness educational materials. The district will maintain this signed statement for 5 years or until the student is 18, whichever is longer.

The district's complete concussion protocol is in Policy 5712 including information on student removal from activity for possible concussion and return-to-play requirements

Damage to School Property

Students who damage school property either intentionally or unintentionally may be subject to discipline and required to pay to replace or restore the property.

Dress and Grooming

In general, clothing should be clean and appropriate for the climate and the situation. Student dress, cleanliness, or personal appearance that is a threat to the safety, health, or welfare of others; violates any statute, Policy 5101, or the Dress Code; or substantially disrupts the educational environment or that school officials reasonably

forecast will substantially disrupt the educational environment, is grounds for remedial or disciplinary action.

The final decision in any situation involving inappropriate attire rests with building administrators.

Students who are dressed inappropriately will be asked to change clothing immediately. If necessary, parents will be called to bring appropriate clothing, students can use extra clothing provided by the district, or the student may be sent home to change. Repeated dress code violations may result in more severe consequences.

Dress Code

Tops must have straps (minimum of 3" in width) or sleeves and must cover the student's entire torso from armpit to armpit (i.e. no cut-out shirts exposing arm pit or chest area). Pants, shorts, and skirts must have an inseam at least 4 inches in length. Pants, shorts, skirts and jeans may not have holes above the knees. Clothing may not display material that:

- Is materially and substantially disruptive or that school officials can reasonably forecast will create a substantial disruption;
- Is obscene, sexually explicit, indecent, or lewd;
- Promotes the use of or advertises illegal substances, including but not limited to substances illegal for minors;
- Incites violence;
- Contains "fighting words";
- Constitutes a true threat of violence;
- Demonstrates hate group association/affiliation or uses hate speech targeting groups based on their membership in a protected class;
- Displays nipples, genitals, or buttocks.

Coats may not be worn in classrooms and must be kept in lockers. Students may not wear sunglasses or slippers in school. No wallet chains or pocket chains are allowed. Footwear that contains rollers and wheels are not acceptable on school property. Hats may be worn at the discretion of the building Principal or District administration inside of district buildings. However, hoods on sweatshirts may not be put up to cover a student's head anytime during the school day.

Students who represent the district at an official or school-sponsored function or public event (e.g., athletic teams, bands, choirs, and other groups) may be required to follow specific dress requirements as a condition of participation or attendance.

Driving and Parking Personal Vehicles

Student driving and parking on District property is a privilege, not a right, that may be revoked at any time. Students who drive to school must obey the following rules:

1. Students may not move their vehicles, sit in, or be around their vehicles during the school day without permission from District administration or building Principal.
2. Students may not drive carelessly or with excessive speed on school grounds.
3. By driving to school and parking on school grounds, students and parents consent to having that vehicle searched when school officials have reasonable suspicion that a search will reveal a violation of school rules, Board Policy, or law.
4. The parking permit fee is a \$5.00 refundable deposit. The permit is transferable to a second car only if registered in the student services office.
5. The permit must be always displayed on the rearview mirror.
6. Any permit that is lost or stolen must be replaced at a cost of \$10.00.

Emergency Contact Information

Parents must provide emergency information for each student enrolled in the District. The information should include the family physician's name, contact information for parents or a responsible adult, and any necessary emergency instructions. Parents must promptly inform the school if this contact information changes.

Fees

The district may charge students a fee to participate in extracurricular and noncurricular activities to cover the district's reasonable costs. The district may require students to furnish specialized equipment and clothing required for participation in extracurricular and noncurricular activities or may charge a reasonable fee for the use of District-owned equipment or clothing. The activity's coach or sponsor will provide students with information about the fees charged and the equipment or clothing required.

Field Trips

Classes occasionally take field trips off school property for educational enrichment. Each student must submit a completed permission form signed by the student's parent before being allowed to attend a field trip. Parents may be asked to cover reasonable costs associated with field trips.

A student's failure to comply with Board Policy, the Student Code of Conduct, or any other applicable rules or behavioral expectations while on a field trip may result in disciplinary action and removal or exclusion from the trip or future field trips.

Students who have not met academic or behavioral expectations may not be allowed to attend field trips.

First Aid, Illness, or Injury at School

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member.

When the building Principal or designee determines that a student is too ill or injured to remain at school, school staff will contact the student's parent or other designated responsible adult to pick up the student from school. If the student requires immediate medical attention, the district will first attempt to contact a parent or other designated responsible adult when reasonably possible. If contact cannot be made, the building Principal or designee will take any reasonable action necessary on the student's behalf, consistent with state law.

Students showing symptoms of a communicable disease may be sent home. The district may require a statement from a licensed physician or local health official before allowing the student to return to school.

Head Lice

A student with nits within $\frac{1}{4}$ inch of the scalp or live lice may remain at school until the end of the school day. The student will be restricted from activities that involve close head-to-head contact or sharing of personal items. The district will notify the student's parent and provide educational materials on head lice prevention and treatment.

The student will be readmitted to school after treatment so long as the parent consents to a head examination and the examining District official does not find live lice on the student. If the District official finds nits within $\frac{1}{4}$ inch of the student's scalp, the student may return to class, but the district must inform the student's parent about the need to remove the nits. District personnel will not ostracize or embarrass a student with lice or nits and will maintain student confidentiality.

If a student has persistent infestation after 6 weeks or 3 separate cases within 1 school year, the district will form a team that may include the student's parents, teacher, social workers, or administrators to determine the best approach to resolve the issue.

Homeless Children and Youth

The district will provide free public education to homeless children and youth who are in the district and will afford them the educational rights and legal protections provided by federal and state law. Homeless children and youth will not be stigmatized or segregated based on their homeless status and will have the same access to services offered to students who are not homeless.

A student or parent in a homeless situation who requires assistance should contact the district's homeless liaison:

Amy Good
201 College Ave., Britton, MI 49229
(517) 451-4581 ext. 112
Amy.good@bdschools.us

For detailed information about Homeless Children and Youth, see Policy 5307.

Immunizations

For a student entering the district for the first time or entering 7th grade, a parent must provide the building principal or designee with a certificate stating that the student has received at least 1 dose of an immunizing agent against each disease specified by the Michigan Department of Health and Human Services (MDHHS) or other responsible agency or documentation of an applicable approved exemption.

The student's parent must provide the certificate or documentation at the time of registration, or no later than the first day of school. A parent of a student who has not received all doses of any required immunizing agent must provide the district an updated immunization certificate demonstrating that the immunizations have been completed as required by the MDHHS. The updated certificate must be provided within 4 months of the student entering the district for the first time or upon entering 7th grade. The district will not permit a student to attend school unless the parent provides evidence of immunizations or exemptions consistent with Policy 5713 and state law.

Law Enforcement Interviews

Law enforcement officers may be called to the school at the request of District administration or building Principal. Students may be questioned by law enforcement consistent with Policy 5201. Students may be questioned by school officials at any time, without parent notice or consent, consistent with the district's obligation to maintain a safe and orderly learning environment.

Limited English Proficiency

Limited proficiency in the English language should not be a barrier to a student's equal participation in the district's instructional or extracurricular programs. Those students identified as having limited English proficiency will be provided additional support and instruction to assist them in gaining English proficiency and in accessing the educational and extra-curricular programs offered by the district.

Locker Use

Pursuant to Policy 5102, lockers are District property and may be made available for student use. Lockers are assigned to students on a temporary basis, and District administration may revoke a student's locker assignment at any time. The district retains ownership of lockers notwithstanding student use.

Students have no expectation of privacy in their lockers. The building Principal or designee may inspect lockers without any particularized suspicion or reasonable cause and without advance notice. Upon the request of the building Principal or designee, law enforcement may assist with searching lockers.

During a locker search, student privacy rights will be respected for any items that are not illegal or violate Board Policy or building rules.

Students must keep all personal belongings, including coats and backpacks, in their lockers during the school day. Students may not share lockers with any other students unless assigned locker partners by District Administration or the building Principal.

Lost and Found

All lost and found items are to be taken to the student services office in each building. Students may claim lost articles there. Unclaimed items may be donated to a local charity or otherwise disposed of at the conclusion of each semester.

Media Center

Students must check out materials from the media specialist or designee on duty. Each borrower is responsible for all materials checked out in the borrower's name. A fine of five (5) cents per day per item may be charged for overdue materials. Each student is responsible for any fine that accumulates on materials charged to the student. If materials are lost and not returned by the end of the semester, the student must pay for the replacement cost. Students must also pay for any damage they cause to materials.

Medication

Whenever possible, parents should arrange student medication schedules to eliminate the need for administration of medication at school. When a student requires prescription or over-the-counter medication at school, the following procedures apply:

- The student's parent must annually submit a written request and consent form as required by the district.
- A building principal or designee must request that the parent supply medications in the exact dosage required whenever feasible.
- The building principal or designee will notify the student's parent of any observed adverse reaction to medication.
- All medications must be in the original container.

For additional information and requirements, see Policy 5703.

Asthma Inhalers and Epinephrine Auto-Injectors/Inhalers

A student may possess and use an asthma inhaler or epinephrine auto-injector or inhaler with written approval from the student's healthcare provider and consistent with Policy 5703. A minor student must also have written permission from the student's parent. The required documentation must be submitted to the building principal or designee. If a student is authorized to self-possess or self-administer an asthma inhaler or epinephrine auto-injector or inhaler, the building Principal or designee will notify the student's teachers and other staff as appropriate.

Additionally, the school must maintain a written emergency care plan drafted by a physician in collaboration with the student's parent. The emergency care plan will contain specific instructions related to the student's needs. The physician and parent should update the emergency care plan as necessary to address any changes in the student's medical circumstances.

Parent Involvement in Education

A copy of the District's Parent Involvement in Education policy, Policy 5401, is attached as Appendix C.

Parties

Classes may have seasonal or curriculum-related parties during the year. Students must follow all expectations and rules established by the teacher or other relevant staff during the party. Invitations for private parties and non-school-sponsored events may not be distributed in the classroom.

Playground/Recess Rules

Students must follow these rules during recess or while using the playground:

- No one may enter the building during recess without permission from a teacher, aide, or administrator.
- Students are required to stay on the playground at all times. If a piece of equipment goes off the playground, an adult must retrieve it.
- Fighting/play fighting, physical or verbal bullying will not be tolerated.
- Roughhousing, wrestling, tackling, tripping, or holding on to other students is not permitted.
- Stay in your own assigned areas on the playground if multiple age groups are outside simultaneously.
- Use equipment in a safe manner.
- Treat others with respect and in the way you would like to be treated
- Dress appropriately for the weather.

Outdoor Weather

Elementary students go outside for recess, even during winter months. To determine when students will go outside and when they will remain inside District administration consider the actual outside temperature, the wind chill and the playground conditions. If the actual temperature or "feels like" temperature (The Weather Channel) is 12 degrees or below—students will remain inside. Administration reserves the right to hold indoor recess based on outside conditions. Students who do not bring snow pants and boots will not be allowed to play in the snow. Students who do not bring boots will remain on the blacktop surfaces only.

Students often elect to play a variety of sports during recess. The following sports or sporting activities are appropriate for the school recess setting: touch football, basketball, kickball, soccer, and four-square. All sports activities are subject to suspension and/or elimination if deemed necessary by the building Principal. Sports activities (such as hockey, lacrosse and baseball) that require large equipment (including baseball bats, lacrosse or hockey sticks) are not appropriate for the school recess setting. Many accidents and altercations are preventable. These rules should be observed during recess by ALL students, at ALL times. Students who violate these rules may be disciplined.

Staff will supervise students when the students use the playground or recess area during the school day or as part of a school activity. At all other times and circumstances, the district does not provide supervision of its playgrounds, equipment, or surrounding areas.

Protection of Pupil Rights

The district respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy as required by law. The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the Superintendent. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the Superintendent. A copy of the district's annual notice to parents regarding the Protection of Pupil Rights Amendment is attached as Appendix D.

Public Display of Affection

Students may not engage in public displays of affection that are disruptive to the school environment or distracting to others. Violation of this rule may result in discipline.

Rights of Custodial and Non-Custodial Parents

Unless a parent has provided the building principal or designee with a court order that provides otherwise, District personnel will treat each parent, regardless of custody or visitation rights, the same when accessing student records, meeting and conferring with District personnel, visiting a child at school, and transporting a child to or from school. District personnel are not responsible for enforcing visitation or parenting time orders.

Parents, regardless of custodial status, will be provided with information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents' behavior is disruptive, staff may terminate a conference and reschedule it with appropriate modifications or expectations.

Search and Seizure

To maintain order and discipline in school and protect the safety and welfare of students and school personnel, school authorities may search a student or the student's personal effects (e.g., purse, book bag, athletic bag) as permitted by law and may seize any illegal, unauthorized, or contraband materials discovered in the search. As noted in "Locker Use," student lockers and desks are school property and remain under the district's control at all times. Student lockers and desks are subject to search at any time for any reason and without notice or consent.

School officials may use canines, metal detectors, wands, or other tools to conduct searches.

A student's failure to permit a search and seizure may be grounds for disciplinary action. A student's person and personal effects may be searched whenever a school official has reasonable suspicion to believe that the student possesses illegal or unauthorized materials. If a properly conducted search yields illegal or contraband materials, these

items may be turned over to law enforcement or stored in a secure place at school until a disciplinary hearing can be held.

Student Education Records

The district may collect, retain, use, and disclose student education records consistent with state and federal law. See Policy 5309 for an overview of the district's collection, retention, use, and disclosure of student records.

Parents may inspect and review their minor child's education records, regardless of custody status, unless a court order specifies otherwise. An eligible student (i.e., a student who is 18 years or older or an emancipated minor) may also inspect and review their education records.

Right to Request Explanation or Interpretation

A parent or eligible student may request, in writing, an explanation or interpretation of a student's education records. School officials will respond to any reasonable request.

Right to Request Amendment of Education Records

A parent or eligible student may request that a student's education record be amended if the parent or eligible student believes the record is inaccurate, misleading, or otherwise in violation of the student's privacy rights as explained in Policy 5309.

Directory Information

The district designates the following information as directory information:

- student names, addresses, and telephone numbers
- photographs, including photographs and videos depicting a student's participation in school-related activities and classes
- date and place of birth
- major field of study
- grade level
- enrollment status (e.g., full-time or part-time)
- dates of attendance (e.g., 2013-2017)
- participation in officially recognized activities and sports
- weight and height of athletic team members
- degrees, honors, and awards received
- the most recent educational agency or institution attended

School officials may disclose "directory information" without the prior written consent of a parent or eligible student unless the parent or eligible student specifically notifies the district that the parent or eligible student does not consent to the disclosure of the student's directory information for one (1) or more of the uses for which the district would commonly disclose the information.

A Directory Information opt Out Form is attached to this handbook as Appendix E. This form allows the parent or eligible student to elect not to have the student's directory information disclosed for one (1) or more of the listed uses. Upon receipt of a completed

Directory Information opt Out Form, school officials may not release the student's directory information for any of the uses selected on the form.

Address Confidentiality Program

The district will not disclose a student's or parent's phone number or address or the parent's employment address to another person who is the subject of a court order that prohibits disclosure of the information if the district has received a copy of the order. The district will not disclose a confidential address, phone number, or email address in violation of the Address Confidentiality Program Act if the student or the student's parent notifies the district that the student or the student's parent has obtained a participation card issued by the department of attorney general.

Technology

Use of District technology resources is a privilege, not a right. Students are expected to use computers, the Internet, and other District technology resources for school-related educational purposes only. Students and their parents are required to sign and return the Acceptable Use Agreement attached as Appendix F before they may use or access District technology resources. Students who violate the District's Acceptable Use Agreement may have technology privileges terminated or suspended and may be subject to discipline, up to and including expulsion.

Threat Assessment and Response

The Board of Education is committed to providing a safe environment for all members of the school community. Our commitment to security includes creating and maintaining a safe school climate and supportive culture as a foundation for preventing violence and mitigating risk.

Students are encouraged to report any threat immediately. Threats may be reported to any District employee in-person, by e-mail, or by telephone. Students may also report threats through the OK2SAY program.

The Board designates the following individual to serve as the District's Threat Assessment Coordinator:

David Raft, Dean of Students
201 College Ave., Britton, MI 49229
(517) 451-4581 Ext. 111
david.raft@bdschools.us

The District's Threat Assessment and Response is found in Policy 5714.

Transportation Services

School Vehicle Rules

Riding in school vehicles is a privilege, not a right. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles.

In addition, students must comply with the Student Code of Conduct while in school vehicles.

When in school vehicles, the following rules apply:

1. Students must promptly comply with any directive given by the driver.
2. Students must wait in a safe place for the vehicle to arrive, clear of traffic and away from where the vehicle stops.
3. Students may not fight or engage in bullying, harassment, or horseplay while riding or waiting for school vehicles.
4. Students must enter the vehicle without crowding or disturbing others and go directly to a seat.
5. Students must remain seated and keep aisles and exits clear while the vehicle is moving.
6. Students may not throw or pass objects on, from, or into vehicles.
7. Students may not use profane language, obscene gestures, tobacco, alcohol, drugs, or any other controlled substance on the vehicles.
8. Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items, or animals onto the vehicle.
9. Students may converse in ordinary tones and volumes but may not be loud or boisterous and should avoid talking to the driver while the vehicle is moving. Students must be quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.
10. Students may not open windows without the driver's permission. Students may not dangle body parts or other items (e.g., legs, arms, backpacks) out of the windows.
11. Students must secure any item(s) that could break or cause injury if tossed about the inside of the vehicle if the vehicle were involved in an accident.
12. Students must respect the rights and safety of others at all times.
13. Students must help keep the vehicle clean, sanitary, and orderly. Students must remove all personal items and trash upon exiting.
14. Students may not vandalize or intentionally cause damage to the vehicle.
15. Students may not leave or board the vehicle at locations other than the assigned stops at home or school unless approved prior to departure by the superintendent or designee.

Other transportation guidelines and rules can be found in our Transportation Handbook. This document can be found on the district website at: www.bdschools.us

Video cameras may be placed on vehicles and buses to monitor student behavior on the vehicle/bus. Exceptions or modifications to these rules may be made as necessary to accommodate a student with a disability.

School Vehicle Misconduct Consequences

Students who violate the school vehicle rules will be referred to the building Principal for discipline. Disciplinary consequences may include parent notification, suspension of vehicle/bus riding privileges, exclusion from extracurricular activities, in-school suspension, and suspension or expulsion.

These consequences are not progressive, and school officials have discretion to impose any listed consequence they deem appropriate in accordance with state and federal law and board policy.

Records of vehicle misconduct will be forwarded to the appropriate building principal and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be reported to law enforcement.

Students who are not regular route riders may not ride the bus with a friend, unless the parent of the non-route student presents written permission to the bus driver ahead of time. The written permission must include the date, the non-route rider's name, the signature of the non-route rider's parent, and the place approved for drop off. District administration reserves the right to deny any request for non-route riders.

Video Surveillance and Photographs

The district may monitor any District building, facility, property, bus, or vehicle with video recording equipment other than areas where a person has a legally recognized and reasonable expectation of privacy (e.g., restrooms and locker rooms). Except in those school areas, a person has no expectation of privacy.

The district may use video recordings for any lawful purpose, including student discipline, assisting law enforcement, or investigations.

Students may not make recordings: on school property; when in a vehicle owned, leased, or contracted by the district; or at a school-sponsored activity or athletic event unless otherwise authorized by Policies 5210 or 5805, applicable law, or a District employee.

Withdrawal From School

Students who are transferring from the district must submit written notice to the building Principal at least one (1) week before the withdrawal.

SECTION II: ACADEMICS

To encourage students and parents to stay informed about student academic information, grades, attendance, and other information can be accessed via the Infinite Campus Parent Portal.

To register for access to Infinite Campus, contact the student services secretary in either building.

Commencement

The district may conduct a Commencement Ceremony for eligible students at the end of the school year. Participation in the ceremony is a privilege, not a right. Students may be prohibited from participating in the Commencement Ceremony as a consequence for misconduct. A student's disqualification from participating in the Commencement Ceremony does not impact the issuance of a diploma to the student, provided that all graduation requirements have been satisfied.

Credits and Graduation Requirements

A student must successfully complete all graduation requirements to earn a high school diploma. The Superintendent will ensure that the district's required credits and graduation criteria are consistent with state law and annually published in applicable student handbooks. All students in Britton Deerfield Schools must earn 25 credits to participate in Graduation.

Dual Enrollment

High School students may be eligible to enroll in college classes to obtain high school and college credit. Please contact your assigned counselor for information about enrollment eligibility, charges paid by the district, eligible institutions, and other matters related to dual enrollment.

By March 1st of each year, the district will provide general information to all students in grades 8 or above about postsecondary enrollment options. In addition, the district will provide detailed information to all high-school students about postsecondary enrollment options. That information will include all the following:

- enrollment eligibility;
- the institutions and types of courses in which students may enroll;
- the district's decision-making process for granting academic credits;
- an explanation of the costs that the district will pay and financial arrangements for paying costs not paid by the district.
- an explanation that the district will pay the eligible postsecondary institution directly upon being billed by the postsecondary institution for those charges that are the district's responsibility and that the student will be responsible for additional costs not paid by the district.
- available support services provided by the district.
- the need to arrange an appropriate schedule;

- consequences to the student for failing or not completing an eligible course, including the being required to repay the district for money paid by the district on the student's behalf to the postsecondary institution;
- the effect of enrolling in an eligible postsecondary course on the eligible student's ability to complete the required high-school graduation requirements; and
- the academic and social responsibilities that must be assumed by the eligible student and his or her parent.

The district will, to the extent possible, offer counseling services to a student and his or her parent before the student enrolls in an eligible postsecondary course to ensure that the student and his or her parents are fully aware of the benefits, risks, and possible consequences of enrolling in an eligible course. The district will also encourage eligible students and their parents to use available counseling services from the postsecondary institution.

Grades

Report cards will be issued quarterly for high school students and middle school students. Elementary students are graded on trimesters. Grades are calculated using the following grading scale:

A+	(100)	4.000		
A	(93-99)	4.000	C+ (77-79)	2.333
A-	(90-92)	3.667	C (73-76)	2.000
B+	(87-89)	3.333	C- (70-72)	1.667
B	(83-86)	3.000	D+ (67-69)	1.333
B-	(80-82)	2.667	D (63-66)	1.00
			D- (60-62)	0.667
			F (0-59)	0.000

The building principal will publish grade-change procedures, if any, for the school building in the student handbook. All procedures must be consistent with Board Policy.

Homework

Classroom teachers may assign homework. Parents who have questions about homework or are concerned about class work should contact their student's teacher.

Each student is expected to spend time preparing for classes outside of school hours. The amount of time that is needed will depend upon each student and each class.

Personal Curriculum

For some students, it may be appropriate to modify the Michigan Merit Curriculum through implementation of a Personal Curriculum. All students who have completed 9th grade are entitled to a personal curriculum, and the district will implement a personal curriculum for a student if requested by a parent or by the student if the student is age 18 or older. A parent of a student with a disability under the Individuals with Disabilities Education Act may request a Personal Curriculum before the student has completed grade 9. Any modification to the Michigan Merit Curriculum must be consistent with Michigan law and must incorporate as much of the Michigan Merit Curriculum content standards as practicable for the student. The district retains discretion to determine what

modifications to the Michigan Merit Curriculum are appropriate for a particular student through a Personal Curriculum. A student who successfully completes an approved Personal Curriculum will earn a regular high school diploma.

To request a personal curriculum, please contact the building Principal or District administration.

For additional information about the Michigan Merit Curriculum and Personal Curriculum, see Policy 5409.

Placement

The district has the sole discretion to make promotion, retention, and placement decisions for its students, consistent with state and federal law. The district may consider parent requests that a student be placed in a particular classroom, building, educational program, or grade. The district's placement decision is final.

Students with Disabilities

Eligible students with disabilities under the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act are entitled to a free appropriate public education. The district will follow state and federal law and applicable rules and regulations in identifying, locating, evaluating, and educating students with disabilities.

A parent who believes their student is eligible for special education or accommodation due to a disability or suspected disability should contact the building Principal.

Summer School

As of the onset of the school year, summer school will not be offered. Should plans arise for summer class offerings, the district will announce this to all school district families.

Testing Out

A student may test out of high school classes and earn credit. Students interested in testing out of a class should review Policy 5409 and make arrangements with their assigned counselor.

Work Permits

Information about work permits is available at the student services office or the high school counselor's office.

SECTION III: STUDENT CLUBS, ACTIVITIES, AND ATHLETICS

Students are encouraged to participate in the various student clubs, activities, and athletics offered by the district.

For the upcoming school year, the district may offer the following student clubs, activities, and athletics:

Football, Volleyball, Cross Country, Basketball, Bowling, Baseball, Softball, Track & Field, Student Council, Robotics, National Junior Honors Society (NJHS), National Honors Society (NHS), Student Government, Powerlifting.

A student's failure to comply with Policy, the Student Code of Conduct, the Athletic Code of Conduct, or any other applicable rules or behavioral expectations while participating in or attending a student club, activity, or athletic competition, meeting, event, or practice, may result in disciplinary action.

Extracurricular Activities

Participation in extracurricular activities is a privilege, not a right. Students are encouraged to participate in extracurricular activities. Participation is open to students who meet the eligibility requirements established by the district and any applicable governing body.

The district has exclusive control over extracurricular activities including, but not limited to, formation, naming, structure, operation, financing, and discontinuance.

Student athletes are also subject to the Athletic Code of Conduct (see Appendix G) and any applicable team rules.

For more information, see Policy 5510.

Student-Initiated Non-Curricular Clubs

Students may voluntarily form clubs that are not directly related to the school curriculum. Membership in a student-initiated, non-curricular club must be open to all interested and eligible District students, and the club may not refuse membership to a student based on any protected classification under state or federal law.

For more information about student-initiated non-curricular clubs, including how to form a club, see Policy 5510.

Transportation To/From Extracurricular Activities

The district may provide transportation to students who participate in school-sponsored events. If District-provided transportation is available, students must ride to and from those events in a school vehicle unless otherwise excused by the activity sponsor or Administration.

SECTION IV: DISCIPLINE AND CODE OF CONDUCT

Discipline Generally

The district may discipline students who engage in misconduct, up to and including suspension or expulsion from school.

The district will take steps to effectively discipline students in a manner that appropriately minimizes out-of-school suspensions and expulsions. The district will comply with applicable laws related to student discipline, including the consideration of specific factors and possible use of restorative practices.

If an administrator determines that an emergency requires the immediate removal of a student from school, the administrator may contact the student's parent or local law enforcement or take other measures to have the student safely removed from school.

Students who are involved in extracurricular activities and engage in misconduct may face consequences related to the activity in addition to the consequences provided in this handbook.

The district reserves the right to refer to an appropriate non-school agency any act or conduct which may constitute a crime. The district will cooperate with those agencies in their investigations as permitted by law.

The district's rules and policies apply to any student who is on school property or school-affiliated transportation, who is in attendance at school or at any school-sponsored activity or function, or whose conduct at any time or place directly interferes with the operation, discipline, or general welfare of the school, regardless of location, date, or time.

Forms of School Discipline & Applicable Due Process

After-School Detention

Teachers and administrators may require students to stay after school to serve a detention when the student violates any of the rules contained in this handbook or violates classroom-specific conduct rules set by individual teachers.

Students who ride the bus home from school will be given a 24-hour notice of a detention so parents may make transportation arrangements for the student the following day.

Saturday School

The building administrator may require a student to attend Saturday School. Students follow strict rules and must work on assignments the entire time, except for short breaks. Students who do not follow Saturday School rules will be removed and will face further disciplinary action.

In-School Suspension

The building administrator may require a student to serve in-school suspension, during which students follow strict rules and must work on assignments the entire time, except

for short breaks. Students not completing their In-School Suspension will face further disciplinary action.

Snap Suspension - Suspension from Class, Subject, or Activity by Teacher

A teacher may suspend a student from any class, subject, or activity for up to 1 full school day if the teacher has good reason to believe that the student:

- intentionally disrupted the class, subject, or activity;
- jeopardized the health or safety of any of the other participants in the class, subject, or activity; or
- was insubordinate during the class, subject, or activity.

Any teacher who suspends a student from a class, subject, or activity must immediately report the suspension and its reason to the building principal or designee. If a student is suspended from a class, subject, or activity, but will otherwise remain at school, the building principal or designee must ensure that the student is appropriately supervised during the suspension and, if the student is a student with a disability, that all procedures applicable to students with disabilities are followed.

Any teacher who suspends a student from a class, subject, or activity must, as soon as possible following the suspension, request that the student's parent attend a parent/teacher conference to discuss the suspension. The building principal or designee must attend the conference if either the teacher or the parent requests the building principal's attendance. The building principal or designee must make reasonable efforts to invite a school counselor, school psychologist, or school social worker to attend the conference.

Removal for 10 or Fewer School Days

Before a student is suspended for 10 or fewer school days, an administrator will: (1) provide the student verbal notice of the offense the student is alleged to have committed, and (2) provide the student an informal opportunity to respond and explain what happened. Except in emergency circumstances, an administrator will not suspend the student unless, after providing the student notice and an opportunity to explain, the administrator is reasonably certain that the student committed a violation of the Student Code of Conduct and that suspension is the appropriate consequence. The building administrator will consider the 7 factors provided in the Student Code of Conduct before suspending a student.

Removal for More than 10 and Fewer than 60 School Days

Before a student is suspended for more than 10 school days but less than 60 school days, the Superintendent or designee will provide the parent or student with: (1) written notice of the offense the student is suspected to have committed; (2) an explanation of the evidence relied upon by the District in arriving at the conclusion that disciplinary action may be warranted; and (3) an opportunity for a hearing at which the student may present evidence and witnesses to show that the student did not commit the alleged offense or that suspension is not an appropriate consequence.

The Superintendent or designee will provide the parent or student at least 3 calendar days' notice before the hearing. The parent and student may be represented, at their cost, by an attorney or another adult advocate at the hearing.

The Superintendent or designee will not suspend the student unless, following the hearing, he or she is convinced by a preponderance of the evidence that the student committed a violation of the Student Code of Conduct and that suspension is the appropriate consequence. The Superintendent or designee will consider the 7 factors noted in the Student Code of Conduct before suspending a student.

A parent or student may appeal the Superintendent's or designee's decision to the Board. The appeal must be submitted to the Board within 3 calendar days of the decision. The Board will hear the appeal at its next regularly scheduled meeting. The Board's decision is final. The student's suspension will run while the appeal is pending.

Removal for 60 or More School Days

Before the Board suspends or expels a student, the Superintendent or designee must provide the parent or student with: (1) written notice of the offense the student is suspected to have committed; (2) an explanation of the evidence relied upon by the District in arriving at the conclusion that disciplinary action may be warranted; and (3) an opportunity for a Board hearing at which the student may present evidence and witnesses to show that the student did not commit the suspected offense or that suspension or expulsion is not an appropriate consequence.

The Superintendent or designee will provide the parent or student at least 3 calendar days' notice before the hearing. The parent and student may be represented, at their cost, by an attorney or another adult advocate at the hearing.

The Board will not suspend or expel the student unless, following the hearing, a majority of the Board finds by a preponderance of the evidence that the student committed misconduct that should result in suspension or expulsion under either the Student Code of Conduct or Board Policy and that suspension or expulsion is the appropriate consequence. The Board will consider the 7 factors noted in the Student Code of Conduct before suspending or expelling a student. The Board's decision is final.

Student Code of Conduct

This Student Code of Conduct is meant to be a guide and is subject to the discretion of administration and the Board.

Administration will, as required or permitted by state law, always consider the use of restorative practices as an alternative to, or in addition to suspension or expulsion. Nothing in the following table limits the district's ability to impose more or less severe disciplinary consequences depending on the situation's unique circumstances and the following factors:

1. the student's age;
2. the student's disciplinary history;
3. whether the student has a disability;
4. the seriousness of the behavior;

5. whether the behavior posed a safety risk;
6. whether restorative practices will be used to address the behavior; and
7. whether a lesser intervention would properly address the behavior.

The district will also comply with Policy 5206 Section I for victims of an alleged sexual assault.

Nothing in this handbook limits the district's authority to discipline a student for conduct that is inappropriate in school, but that is not specifically provided in this table. Depending on the circumstances of a particular situation, separate athletic or extracurricular sanctions may be imposed, in accordance with the applicable handbook or rules.

Level One Offenses

Offense	Definition	Seriousness of Offense
Disruptive Behavior	Behavior that interferes with the orderly operation of the educational program and/or school environment	Level One
Infraction of School Rules	minor misbehaviors which impede on orderly classroom procedures or interferes with the orderly operation of the school.	Level One
Inappropriate Display of Public Affection/Physical Contact	Inappropriate display of affection includes the physical touching of another person in an intimate or sexual manner	Level One
Dress Code Violation	Refusal or failure to comply with the school dress code.	Level One
Electronic Device—unauthorized use or possession or failure to comply with the District's Acceptable Use Policy	Failure to comply with the requirements of the District's Technology Acceptable Use Policy or use of any technological device or resource, including personal mobile devices and computers, for inappropriate or illegal purposes, such as action which results in loss of data, interruption of District operations, interference with educational activities, alteration or damage to software or hardware, or creating or distributing/sharing inappropriate content.	Level One
Larceny/Theft or Possession of Stolen Property	Taking an item without permission of the owner	Level One – Three, depending upon the circumstances and the value of the item(s)
Leaving Classroom/Assigned Area without Permission	Leaving the assigned area or school grounds without obtaining prior approval of the teacher or school official in charge	Level One -- Two
Loitering	Remaining, without authorization or legitimate purpose, within an area or part of a school facility or campus	Level One
Littering	Littering is knowingly depositing trash or unwanted debris on any public or	Level One

	private property, or in any public or private waters, without permission to do so	
Misrepresentation, fraud, or making a false statement in writing or in person—can include school records or identifying oneself wrongfully	Knowingly or intentionally making a statement, whether oral or written, that is not true, whether for personal gain or not	Level One – Four; depending upon the circumstances and severity of the falsification
Possession of a Weapon	The possession, while on school property or at any school sponsored program or event, of any instrument or object, which could reasonably be determined to be a weapon, but that is not considered a “dangerous weapon” as defined by Michigan law and in this Student Code of Conduct	Level One
Gambling	Participating in games of chance or skill for money or profit	Level One
Indecency	An inappropriate act, gesture or expression that is not socially proper	Level One
Misuse of a Pass	Failure to obtain or use as expected, a hall pass given to a student by a figure of authority	Level One
Parking Violation	Parking in a restricted area or area not intended for student use while at school or during a school sponsored activity	Level One
Unauthorized Use of School Equipment	Use of school equipment or property without the consent of school administration or authority	Level One -- Three
Violation of Classroom Rules	Failure to comply with classroom procedures or established guidelines within a teacher’s teaching domain	Level One
Bus Misconduct	Behavior by a student which is detrimental to the safe operation of the school bus	Level One -- Three
Confrontation	hostile or argumentative meeting or situation between opposing parties initiated by one party and being threatening in nature	Level One -- Three
Mean Behavior	To purposefully say or do something to someone else that is hurtful, shameful or motivated by emotion	Level One -- Three
Disrespect	To lack regard or respect for a person in authority	Level One
Use of Profanity or Inappropriate Communication	Use of offensive language, images, or other means of communication either written or spoken.	Level One – Two; depending upon severity of language used
Academic Dishonesty	Cheating, plagiarism, unauthorized collaboration, and other forms of academic dishonesty.	Level One -- Three

Level Two Offenses

Offense	Definition	Seriousness of Offense
Consensual Sexual Activity	Engaging in sexual conduct to which the participating parties have consented on school property or at any school sponsored program or event.	Level Two
Dangerous Conduct	Acting in such a way as to cause a significant disruption to the school environment or educational program.	Level Two
Skippping Class	Any absence from class that is not authorized by the school	Level Two
Skippping Detention	Intentionally not attending an assigned detention meant to serve as a consequence of past discipline	Level Two
Hazing or Discriminatory Conduct	To annoy, impede, or otherwise negatively interfere with another person, including the wearing or possession of items depicting or implying hatred of, or prejudice towards, another person on the basis of race, color, religion, gender, gender identity or expression, sexual orientation, national origin, age, disability, pregnancy status, genetic information, or other characteristic protected by law, and where the conduct is reasonably perceived as being dehumanizing, intimidating, hostile, humiliating, threatening, or otherwise likely to evoke fear of physical harm or emotional distress, and is conduct that meets all of the following: ▪ substantially interferes with educational opportunities, benefits, or programs of one or more students; ▪ adversely affects the ability of a student to participate in or benefit from the LISD's educational program or activities by placing the student in reasonable fear of physical harm or by causing emotional distress; and ▪ is based on a student's actual or perceived distinguishing characteristic (i.e. race, color, religion, ancestry, national origin, gender, gender identity or expression, sexual orientation, mental/physical disability, or by any other distinguishing characteristic), or is based on an association with another person who has, or is perceived to have, any of these characteristics.	Level Two
Insubordination	Refusal or failure to comply with a directive or instructions given by a school official or representative.	Level Two
Interference with School Representatives—	Preventing or attempting to prevent school representatives from engaging in their responsibilities through threats, violence,	Level Two

failure to cooperate	harassment, physical action, or otherwise. Providing false information during an investigation or making false accusations.	
De-panting/Disrobing	To remove the trousers/pants/shorts/underwear, etc. from someone against their wishes as a joke or prank	Level Two
Distribution or possession of an unauthorized material	Possession, display, or distribution of any inappropriate or illegal materials such as violent or pornographic images or statements.	Level Two
Driving without authorization	Driving to school or on school property without the legal ability to do so or against the consent of the district administration; without properly registering one's vehicle with the school office	Level Two
Verbal Assault	Issuing a threat, with the ability to carry it out, and the action reasonably causes a person to feel afraid of impending violence, or causing violence or physical injury to another person.	Level Two
Dangerous Driving or Parking	The act of driving, or parking, a motor vehicle in a manner that falls far below that expected of a competent and careful driver and hence puts the life of the driver and the lives of other road users at risk.	Level Two
Breach of Security	A security breach occurs when an intruder gains unauthorized access to a location or an organization's protected systems and data.	Level Two – Four; depending upon the level of breach and the consequences to the district
Food Fight/Improper Use of Food	A form of chaotic, collective behavior, in which food is thrown at others in the manner of projectiles; the use of food outside of its intended use for consumption	Level Two
Forgery	The action of forging or producing a copy of a document, signature, banknote, or work of art.	Level Two
Gang Related Activity	Behaviors that suggest a pattern of criminal activity and means the commission of, attempted commission of, conspiracy to commit, or solicitation of two or more underlying crimes or acts by a juvenile that would be an underlying crime if committed by an adult.	Level Two – Four; depending upon the act committed
Hazardous Material	The use of any substance or material that could adversely affect the safety of the public, handlers or carriers. This could include, but not be limited to, aerosols, perfumes, fluids, or any other agent that could harm a human or has the potential to do so.	Level Two -- Four
Provocation	Any action or speech that makes someone annoyed or angry, especially deliberately	Level Two
Trespassing	Entering or remaining on a school facility or campus without proper authorization, or	Level Two

	when directed not to be present on the school facility or campus.	
Unauthorized Video/Audio Recording	Use of a video or audio recorder to record the image or statements of others without their permission or use of such in areas with an expectation of privacy such as restrooms.	Level Two
Under the Influence of a Controlled Substance	Having any bodily controlled substance content while present at school or while participating in any school sponsored program or activity, unless such is permitted by law.	Level Two -- Four
Vandalism	Intentionally or recklessly causing damage to or defacing District property or the property of others.	Level Two
Possession, Display, and/or Distribution of Racially Divisive Symbols, Graphics, and/or Statements	Possessing, displaying, and/or distributing any racially divisive symbols, graphics, and/or statements that, in the opinion of the LISD administration, are likely to cause a material and substantial disruption to the educational program and/or orderly discipline of the school district	Level Two

Level Three Offenses

Offense	Definition	Seriousness of Offense
Battery	Use of force causing bodily harm or injury to another person.	Level Three, however, if the offender is a student in grade six or higher and the battery/physical assault is against a school representative or another student, Level Four (MCL 380.1311a)
Bullying/Intimidation	To annoy, impede, or otherwise negatively interfere with another person, including the wearing or possession of items depicting or implying hatred of, or prejudice towards, another person on the basis of race, color, religion, gender, gender identity or expression, sexual orientation, national origin, age, disability, pregnancy status, genetic information, or other characteristic protected by law, and where the conduct is reasonably perceived as being dehumanizing, intimidating, hostile, humiliating, threatening, or otherwise likely to evoke fear of physical harm or emotional distress, and is conduct that meets all of the following: ▪ substantially interferes with educational opportunities, benefits, or programs of one or more students; ▪ adversely affects the ability of a student to participate in or benefit from the district's educational program or	Level Two -- Three

	activities by placing the student in reasonable fear of physical harm or by causing emotional distress; and is based on a student's actual or perceived distinguishing characteristic (i.e. race, color, religion, ancestry, national origin, gender, gender identity or expression, sexual orientation, mental/physical disability, or by any other distinguishing characteristic), or is based on an association with another person who has, or is perceived to have, any of these characteristics.	
Endangerment	Acting with recklessness or disregard such that significant bodily injury or death to another person is likely.	Level Three
Poisoning	To attempt to cause physical harm to another person by causing them to ingest, inhale, or otherwise absorb a poisonous substance.	Level Three -- Four
Extortion	the practice of obtaining something, especially money, through force or threats	Level Three
Theft or Possession of Stolen Property	Taking property from another person by force or threat of force; possessing something taken without permission	Level Three
Fighting	The action of using, displaying or engaging in violence, combat, or aggression with a person or persons.	Level Three
Fire Alarm/False Reporting	The act of deliberately pulling a fire alarm or falsely reporting a dangerous situation to staff, students or administration	Level Three—may also include consequences from local, State or Federal law enforcement
Sexual Harassment	Any communication that denigrates, threatens, or shows hostility towards another person based on that person's gender, including persons of the same or opposite gender from the offender. Sexual harassment may consist of unwelcome sexual advances, sexting, requests for sexual favors or other communication of a sex-based nature.	Level Three – Four
Skipped ISS	Not attending a disciplinary consequence of in-school suspension	Level Three
Third In a Fight	Aiding an individual through participation in the act of fighting	Level Three
Harassment	Any behavior that demeans, humiliates or embarrasses a person, and it is characteristically identified by its unlikelihood in terms of social and moral reasonableness	Level Three
Vandalism	Intentionally or recklessly causing damage to or defacing District property or the property of others.	Level Three

Level Four Offenses

Offense	Definition	Seriousness of Offense
Arson	Acting in a deliberate manner to set fire to property, or the intent or attempt to participate in or enable the burning of property for any reason.	Level Four (MCL 380.1311(2))
Bomb Threat	Reporting to school, public safety, or others the presence of a bomb on or near school property without a reasonable belief that a bomb is present on school property.	Level Four (MCL 380.1311a)
Possession of a Dangerous Weapon	The possession, while on school property or at any school sponsored program or event, of a firearm, dagger, dirk, stiletto, knife with a blade over three inches in length, pocket knife opened by a mechanical device, iron bar, or brass knuckles.	Level Four, unless the student establishes in a clear and convincing manner at least one of the following: (a) the dangerous weapon was not possessed for use as a weapon, or for delivery to another person for use as a weapon. (b) the student did not know he/she had the weapon. (c) the student did not know or should not have been expected to know that the item was a dangerous weapon. (d) the student had permission to possess the weapon from school authorities or law enforcement. (MCL 380.1311)
Sexual Misconduct	Engaging in any unwelcome behavior of a sexual nature, which typically includes physical contact with another person that is committed without consent or by force, intimidation, coercion, or manipulation. Sexual misconduct can be committed by a person of any gender, and it can occur between people of the same or different gender.	Level Four (MCL 380.1311(2))
Threat of Violence	Reporting to school, public safety, or others that violence on or near school property is imminent or likely to occur without a reasonable belief that violent activity will occur.	Level Four
Use of a Weapon, including, but not limited to, a Dangerous Weapon	The use of any object which is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including spring, air, and gas-powered guns (whether loaded or unloaded) that will expel a BB, pellet, or paint balls, knives, daggers, dirks, stilettos, razors, clubs, electric weapons, metallic knuckles, martial arts weapons,	Level Four

	ammunition, and any other weapon described by State or Federal law.	
Use of an Explosive Device	The placement or use of any device that relies on the exothermic reaction of an explosive material to provide a violent release of energy, regardless of whether or not such actually detonates or causes any explosion, with the intent to cause physical harm or damage to property.	Level Four
Drug/Medication use, abuse, possession	Possession of any kind of controlled substance or look-alike substance on school property or at any school sponsored program or activity.	Level Four
Falsifying school records	The deliberate act of manipulating or changing any records that schools or education agencies maintain about students.	Level Four
Physical Assault	the act of causing the victim to apprehend imminent physical harm or injury	Level Four

**APPENDIX A: NON-DISCRIMINATION, ANTI-HARASSMENT, AND NON-RETALIATION
(INCLUDING TITLE IX AND ELLIOTT-LARSEN CIVIL RIGHTS ACT)**

3115 *Non-Discrimination, Anti-Harassment, and Non-Retaliation*

The District does not discriminate on the basis of race, color, national origin, ethnicity, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, familial status, marital status, military service, veteran status, genetic information, disability, or any other legally protected basis in admission, access to District programs and activities, or employment. Unlawful discrimination, including unlawful harassment and retaliation, in District programs, services, and activities is prohibited.

Title IX sexual harassment is covered by Policy 3118.

A contract to which the District is a party will be read to include a covenant by the contractor and its subcontractors not to discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, national origin, religion, sex, sexual orientation, gender identity or expression, pregnancy, age, height, weight, and marital status.

The Board directs the Superintendent or designee to designate one or more employees to serve as the District's applicable Coordinator(s), as described in Policy 3115B.

- A. Definitions: For definitions related to the District's non-discrimination, anti-harassment, and non-retaliation policy, including examples of prohibited conduct, see Policy 3115A – Definitions.
- B. Designation of Coordinators: To find the appropriate coordinator/compliance officer, see Policy 3115B – Designation of Coordinators.
- C. Supportive Measures: For more information about supportive measures, see Policy 3115C – Supportive Measures.
- D. Informal Resolution: For more information about informal resolution, see Policy 3115D – Informal Resolution.
- E. Grievance Procedure and Remedies: For more information about the grievance procedure for investigating unlawful discrimination, harassment, and retaliation complaints, and for possible remedies, see Policy 3115E – Grievance Procedure and Remedies.
- F. Complaint Dismissal and Appeals: For more information about dismissing a complaint, appealing a complaint dismissal, or appealing a determination of responsibility, see Policy 3115F – Complaint Dismissal and Appeals.
- G. Reserved

Training and Notice: For more information about training requirements and notice of the District's non-discrimination policy, see Policy 3115H – Training Requirements and Policy Notice.

3118 Title IX Sexual Harassment

Consistent with Policy 3115, the District prohibits unlawful sex discrimination, including harassment and retaliation, in any of its education programs or activities in accordance with Title IX of the Education Amendments of 1972 and its implementing regulations.

This Policy addresses allegations of Title IX sexual harassment that occurred on or after August 14, 2020 unless the District previously investigated the allegations under a different policy pursuant to the now-vacated Title IX 2024 regulations. Allegations of discrimination, harassment, or retaliation not covered by this Policy should be addressed under the District's applicable non-discrimination or anti-harassment policies. Allegations alleging both Title IX sexual harassment and other forms of Unlawful Discrimination and Unlawful Harassment (e.g., race, age, disability) that cannot be reasonably separated into distinct complaints should be investigated under this Policy. Complaints that include allegations of Title IX sexual harassment may be investigated under this Policy or bifurcated and investigated pursuant to the applicable Grievance Procedure under Policies 3115-3115H. Investigating other forms of discrimination, including harassment and retaliation, pursuant to this Policy will fulfill the District's investigation requirements under Policies 3115-3115H, 4104, and 5202, but nothing in this paragraph limits the District's right to determine at any time that a non-Title IX allegation should be addressed under Policies 3115-3115H, 4104 or 5202 or any other applicable Policy.

The Board directs the Superintendent or designee to designate one or more employees who meet the training requirements in Section M of this Policy to serve as the District's Title IX Coordinator(s). The Title IX Coordinator will designate an Investigator, Decision-Maker, and Appeals Officer, if applicable, for each Formal Complaint made under this Policy. If a Formal Complaint is made under this Policy against the Title IX Coordinator, the Board President will designate the persons who will serve as the Investigator, Decision-Maker, and Appeals Officer and will work with District administrators to ensure that all other requirements of this Policy are met.

The Investigator, Decision-Maker, Appeals Officer, and Informal Resolution Facilitator cannot be the same person on a specific matter, and the persons designated to serve in those roles may or may not be District employees. Any person serving as the Investigator, Decision-Maker, Appeals Officer, or Informal Resolution Facilitator must meet the training requirements in Section M of this Policy.

Inquiries about Title IX's application to a particular situation may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

A. DEFINITIONS

For purposes of this Policy only, the below terms are defined as follows:

1. "Sexual Harassment" means conduct on the basis of sex that satisfies one or more of the following:
 - a. District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;

- b. unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or
- c. "Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).
 - i. "Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or criminal sexual contact, directed against another person without the consent of that person, including when that person is incapable of giving consent.
 - A.) Rape: (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - B.) Sodomy: Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - C.) Sexual Assault With an Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - D.) Criminal Sexual Contact: The (1) intentional touching of the victim's clothed or unclothed body parts without the consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation; or (2) the forced touching by the victim of the actor's clothed or unclothed body parts without the victim's consent for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
 - E.) Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

F.) Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.

- ii. "Dating violence" means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.
 - iii. "Domestic violence" means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person's acts under the domestic or family violence laws of Michigan.
 - iv. "Stalking" means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person's safety or the safety of others; or (2) suffer substantial emotional distress.
- 2. "Actual Knowledge" means notice of sexual harassment or allegations of sexual harassment to the District's Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.
 - 3. "Appeals Officer" is the person designated by the District to decide appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.
 - 4. "Complainant" is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.
 - 5. "Consent" means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or

relationships between District employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

6. “Day,” unless otherwise indicated, means a day that the District’s central office is open for business.
7. “Decision-Maker” is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker’s conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.
8. “Education Program or Activity” means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.
9. “Formal Complaint” means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.
10. “Grievance Process” is the process by which the District investigates and determines responsibility for Formal Complaints.
11. “Investigator” is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.
12. “Report” means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).
13. “Respondent” is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.
14. “Supportive Measures” are non-disciplinary, non-punitive, individualized supports offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment.
15. “Title IX Coordinator” is the person(s) designated by the District to coordinate the District’s Title IX compliance. The Title IX Coordinator may not be the same person as the Appeals Officer or Decision-Maker on any

matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an informal resolution process on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

B. POSTING REQUIREMENT

The Title IX Coordinator's contact information (name or title, office address, electronic mail address, and telephone number), along with the District's Title IX nondiscrimination statement, must be prominently posted on the District's website and in any catalogs or handbooks provided to applicants for admission or employment, students, parents/guardians, and unions or professional organizations with a collective bargaining or professional agreement with the District.

The District will provide notice of this Policy to all applicants, students, parents/guardians, employees, and unions or professional organizations with a collective bargaining or professional agreement with the District by prominently posting this Policy on its website and referencing this Policy in its handbooks, which will include the Title IX Coordinator's name or title, office address, electronic mail address, and telephone number.

C. DESIGNATION OF TITLE IX COORDINATOR

All Coordinators, including the Title IX Coordinator, are identified in Policy 3115B.

D. REPORTING TITLE IX SEXUAL HARASSMENT:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

Any District employee who receives a report of sexual harassment or has actual knowledge of possible sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

Any other person who witnesses an act of sexual harassment is encouraged to report it to a District employee and may do so anonymously. No person will be retaliated against based on any report of suspected sexual harassment or retaliation.

E. GENERAL RESPONSE TO SEXUAL HARASSMENT

1. District's Obligation to Respond without Deliberate Indifference

Upon actual knowledge of Title IX sexual harassment, the Title IX Coordinator must respond promptly in a manner that is not deliberately indifferent. The District will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

If the Title IX Coordinator receives a report of sexual harassment and the Complainant does not file a Formal Complaint, the Title IX Coordinator must

evaluate the information and determine whether to sign and file a Formal Complaint. If the Title IX Coordinator determines not to sign and file a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent.

2. Response to Report of Title IX Sexual Harassment

Upon receipt of a report of sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

3. Formal Complaint Filed

Upon the receipt of a Formal Complaint, the District must follow the Grievance Process in Section F of this Policy. A Formal Complaint may be submitted using a designated Title IX Sexual Harassment Formal Complaint Form.

4. Equitable Treatment

The District will treat the Complainant and Respondent equitably throughout the Grievance Process, which may include offering supportive measures as described in Subsection E(6) of this Policy.

5. Documentation and Recordkeeping

The Title IX Coordinator will document all sexual harassment reports and all incidents of sexual harassment that the Title IX Coordinator receives or personally observes.

The District will retain this documentation in accordance with applicable record retention requirements in Section N of this Policy.

6. Supportive Measures

After receiving a report of Title IX sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

The District may provide, as appropriate, non-disciplinary, non-punitive individualized services to the Complainant or Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed.

Supportive measures should be designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party.

Supportive measures are offered without charge and are designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to:

- a. District-provided counseling;
- b. course-related adjustments, such as deadline extensions;
- c. modifications to class or work schedules;
- d. provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities; and
- e. no-contact orders.

All supportive measures must be kept confidential, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures.

7. Respondent Removal

a. Emergency Removal (Student)

The District may only remove a student Respondent from a District program or activity if, following an individualized safety and risk analysis, the District determines that there is an immediate threat to the physical health or safety of any student or other person arising from the sexual harassment allegations. The District must provide the Respondent with notice and an opportunity to immediately challenge the removal decision. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

b. Administrative Leave (Employee)

The District may place an employee Respondent on non-disciplinary administrative leave during the pendency of the Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

8. Law Enforcement

In appropriate circumstances, a District employee will notify law enforcement or Child Protective Services, consistent with Policies 4202, 5201, and 5701.

The District will attempt to comply with all law enforcement requests for cooperation with related law enforcement activity. In some circumstances, compliance with law enforcement requests may require the District to briefly suspend or delay its investigation. If an investigation is delayed, the District will notify the parties in writing of the delay and the reasons for the delay.

If the District's investigation is suspended or delayed, supportive measures will continue during the suspension or delay. If the law enforcement agency does not notify the District within 10 days that the District's investigation may resume, the District will notify the law enforcement agency that the District intends to promptly resume its investigation.

F. GRIEVANCE PROCESS

1. Generally

The Grievance Process begins when a Formal Complaint is filed or when the Title IX Coordinator signs a Formal Complaint and concludes the date the parties receive the Appeals Officer's written decision or the date on which an appeal is no longer timely. The District will endeavor to complete the Grievance Process within 90-120 days, absent extenuating circumstances or delays as described below. The District will treat both the Complainant and the Respondent equitably throughout the Grievance Process.

Neither the Title IX Coordinator, the Decision-Maker, the Investigator, Appeals Officer, nor any person designated to facilitate an informal resolution process will have a conflict of interest or bias for or against Complainants or Respondents generally or for or against an individual Complainant or Respondent.

The Grievance Process requires an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a Complainant, Respondent, or witness.

Throughout the Grievance Process, there is a presumption that the Respondent is not responsible for the alleged conduct unless, in the determination of responsibility, the Decision-Maker finds the Respondent responsible for the alleged conduct.

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include, but is not limited to, absence of a party, party's advisor, or witness; concurrent law enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

Any disciplinary action resulting from the Grievance Process will be issued in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

After the investigation portion of the Grievance Process has concluded, the Decision-Maker will endeavor to issue a determination of responsibility within 30 days, absent extenuating circumstances.

2. Notice of Allegations

Upon receipt of a Formal Complaint, the District must provide written notice to the parties who are known at the time that includes:

- a. a copy of this Policy, which includes the District's Grievance Process, and any informal resolution process;
- b. the sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;
- c. a statement that the Respondent is presumed not responsible for the alleged conduct;
- d. a statement that a determination of responsibility is made at the Grievance Process's conclusion;
- e. a statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party's own cost;
- f. a statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and
- g. if the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during an investigation or the disciplinary process, a citation to that portion of the Code of Conduct. If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in the initial notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

3. Informal Resolution

During the Grievance Process, *after* a Formal Complaint has been filed but before a determination of responsibility has been made, the District may offer to facilitate an informal resolution process, or either party may request the informal resolution process. A Formal Complaint must be filed to initiate the informal resolution process.

Informal resolution does not require a full investigation and may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation, or restorative justice. The Title IX Coordinator will determine the informal resolution process that will be used, including the person who will facilitate that process.

Informal resolution is not available for a Formal Complaint alleging that an employee sexually harassed a student.

A party is not required to participate in an informal resolution process.

When offering informal resolution, the Title IX Coordinator must (1) provide both parties written notice of their rights in an informal resolution; and (2) obtain written, voluntary consent from both parties to enter into the informal resolution process. The written notice must contain the:

- a. allegations;
- b. informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;
- c. right to withdraw from informal resolution and resume the Grievance Process at any time prior to a final resolution; and
- d. any consequences resulting from participating in the informal resolution process, including the records that will be maintained or that could be disclosed.

4. Investigation

The District has the burden of proof and the burden to gather evidence sufficient to reach a determination of responsibility.

a. Investigation Process

The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding the privilege has waived the privilege in writing.

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory or exculpatory evidence. The Investigator cannot restrict parties from discussing the allegations under investigation, nor can the Investigator restrict parties from gathering or presenting relevant evidence.

Parties may be accompanied by an advisor of their choice, including an attorney, during the Grievance Procedure. If a party chooses an advisor who is not a District employee, the District is not responsible for any associated costs. The Investigator or Title IX Coordinator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties (e.g., abusive, disruptive behavior or language will not be tolerated; advisor will not interrupt the investigator to ask questions of witnesses).

The Investigator must provide the date, time, location, participants, and purpose of all hearings (if any), investigative interviews, and meetings, to a party whose participation is invited or expected. Written notice must be provided a sufficient time in advance so that a party may prepare to participate.

As described in Section L of this Policy, retaliation against a person for making a complaint or participating in an investigation is prohibited.

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

Before the investigation's completion, the Investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response to the Investigator. The party's response must be considered by the Investigator before completing the final investigation report.

b. Investigation Report

The Investigator must create an investigation report that fairly summarizes relevant evidence and submit the investigation report to the Decision-Maker.

At least 10 calendar days before a determination of responsibility is issued, the Investigator must send the investigation report to each party for review and written response. Written responses to the investigation report must be submitted directly to the Decision-Maker.

The Investigator will endeavor to complete the investigation and finalize the report within 60 days.

5. Determination of Responsibility

The Decision-Maker cannot be the same person as the Title IX Coordinator, Investigator, Appeals Officer, or person designated to facilitate an informal resolution process.

Before the Decision-Maker reaches a determination of responsibility, and after the Investigator has sent the investigation report to the parties, the Decision-Maker must:

- a. afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness; and
- b. provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the Respondent committed the alleged misconduct, or the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If the Decision-Maker decides to exclude questions from either party as not relevant, the Decision-Maker must explain the decision to the party proposing the questions.

The Decision-Maker must issue a written determination of responsibility based on a preponderance of the evidence standard (i.e., more likely than not) simultaneously to both parties. The written determination of responsibility must include:

- a. identification of the sexual harassment allegations;
- b. description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
 - i. notification to the parties;
 - ii. party and witness interviews;
 - iii. site visits;
 - iv. methods used to collect evidence; and
 - v. hearings held.
- c. factual findings that support the determination;
- d. conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;
- e. a statement of, and rationale for, the result as to each allegation, including:
 - i. a determination of responsibility;
 - ii. any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and
 - iii. whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.
- f. appeal rights.

6. Appeals

Notice of the determination of responsibility or dismissal decision must include notice of the parties' appeal rights.

Both parties may appeal a determination of responsibility or the decision to dismiss a Formal Complaint in whole or in part for the following reasons only:

- a. A procedural irregularity that affected the outcome.
- b. New evidence that was not reasonably available at the time the determination of responsibility or dismissal decision was made that could affect the outcome.
- c. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.

An appeal must be filed with the Title IX Coordinator within 5 calendar days of the date of the determination of responsibility or dismissal decision.

Upon receipt of an appeal, the Title IX Coordinator will assign an Appeals Officer who will provide both parties written notice of the appeal and an equal opportunity to submit a written statement in support of, or challenging, the determination or dismissal decision.

The Appeals Officer must provide a written decision describing the result of the appeal and the rationale for the result to both parties simultaneously. The Appeals Officer will endeavor to decide an appeal within 30 days.

The Appeals Officer cannot be the same person who acts as the Title IX Coordinator, Investigator, Decision-Maker, or person designated to facilitate an informal resolution process on the same matter. The Appeals Officer also cannot have a conflict of interest or bias against Complainants and Respondents generally or individually.

The determination of responsibility is final upon the date the parties receive the Appeals Officer's written decision or on the date on which an appeal is no longer timely.

G. DISMISSAL

1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

- a. the Formal Complaint's allegations, even if substantiated, would not constitute sexual harassment as defined in this Policy;
- b. the Formal Complaint's allegations did not occur in the District's programs or activities; or
- c. the Formal Complaint's allegations did not occur in the United States.

2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

- a. the Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint in whole or in part;
- b. the Respondent's enrollment or employment ends; or
- c. specific circumstances prevent the District from gathering evidence sufficient to reach a determination (e.g., several years have passed between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

The Title IX Coordinator will promptly and simultaneously notify both parties when a Formal Complaint is dismissed. The notice must include the reasons for mandatory or discretionary dismissal and the right to appeal. Appeal rights are discussed above in Subsection F(6) of this Policy.

Dismissal of a Formal Complaint under this Policy does not excuse or preclude the District from investigating alleged violations of other policy, rule, or law, or from issuing appropriate discipline based on the results of the investigation.

H. CONSOLIDATION OF COMPLAINTS

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular “party,” “Complainant,” or “Respondent” include the plural, as applicable.

I. REMEDIES AND DISCIPLINARY SANCTIONS

The District will take appropriate and effective measures to promptly remedy the effects of sexual harassment. The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appropriate remedies will be based on the circumstances and may include, but are not limited to:

1. providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;
2. offering the parties school-based counseling services, as necessary;
3. providing the parties with academic support services, such as tutoring, as necessary;
4. rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;
5. moving the Complainant’s or the Respondent’s locker or work space;
6. issuing a “no contact” directive between the Complainant and Respondent;
7. providing counseling memoranda with directives or recommendations.

These remedies may also be available to any other student or person who is or was affected by the sexual harassment.

The District will impose disciplinary sanctions consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts. Discipline may range from warning or reprimand to termination of employment, or student suspension or expulsion.

After a determination of responsibility, the Title IX Coordinator should consider whether broader remedies are required, which may include, but are not limited to:

1. assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;
2. additional staff training;

3. a climate survey; or
4. letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

If the Complainant or Respondent is a student with a disability, the District will convene an IEP or Section 504 Team meeting to determine if additional or different programs, services, accommodations, or supports are required to ensure that the Complainant or Respondent continues to receive a free appropriate public education. Any disciplinary action taken against a Respondent who is a student with a disability must be made in accordance with Policy 5206B and the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

J. FALSE STATEMENTS

Any person who knowingly makes a materially false statement in bad faith during a Title IX investigation will be subject to discipline, up to and including discharge or permanent expulsion. A dismissal or determination that the Respondent did not violate this Policy is not sufficient, on its own, to conclude that a person made a materially false statement in bad faith.

K. CONFIDENTIALITY

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

L. RETALIATION

Retaliation (e.g., intimidation, threats, coercion) for the purpose of interfering with a person's rights under Title IX is prohibited. This prohibition applies to retaliation against any person who makes a report, files a Formal Complaint, or participates in, or refuses to participate in a Title IX proceeding. Complaints alleging retaliation may be pursued in accordance with District Policy.

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Section.

When processing a report or Formal Complaint of sexual harassment, pursuing discipline for other conduct arising out of the same facts or circumstances constitutes retaliation if done for the purpose of interfering with that person's rights under Title IX.

Any person who engages in retaliation will be disciplined in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

M. TRAINING

All District employees must be trained on how to identify and report sexual harassment.

Any person designated as a Title IX Coordinator, Investigator, Decision-Maker, Appeals Officer, or any person who facilitates an informal resolution process must be trained on the following:

1. the definition of sexual harassment;
2. the scope of the District's education programs or activities;
3. how to conduct an investigation and the District's grievance process, including, as applicable, hearings, appeals, and informal resolution processes; and
4. how to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

Investigators must receive training on how to prepare an investigation report as outlined in Subsection F(4)(b) above, including, but not limited to, issues of relevance.

Decision-Makers and Appeals Officers must receive training on issues of evidence and questioning, including, but not limited to, when questions about a Complainant's prior sexual history or disposition are not relevant.

Any materials used to train District employees who act as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or who facilitate an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints. These training materials must be posted on the District's website.

N. RECORD KEEPING

The District will maintain records related to reports of alleged Title IX sexual harassment for a minimum of seven years. This retention requirement applies to investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, such as supportive measures.

The District will also retain any materials used to train Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, and any person designated to facilitate an informal resolution process.

O. OFFICE FOR CIVIL RIGHTS

Any person who believes that he or she was the victim of sexual harassment may file a complaint with the Office for Civil Rights (OCR) at any time:

U.S. Department of Education Office for Civil Rights
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
Denver, CO 80204-3582
Telephone: 303-844-5695
FAX: 303-844-4303; TDD: 800-877-8339

Email: OCR.Denver@ed.gov

An OCR complaint may be filed before, during, or after filing a Formal Complaint with the District. A person may forego filing a Formal Complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to sexual harassment also file a Formal Complaint with the District to ensure that the District is able to take steps to prevent any further harassment and to discipline the alleged perpetrator, if necessary. OCR does not serve as an appellate body for District decisions under this Policy. An investigation by OCR will occur separately from any District investigation.

APPENDIX B: ANTI-BULLYING

Policy 5207 Anti-Bullying Policy

All types of bullying, including cyberbullying, without regard to subject matter or motivating animus, are prohibited.

A. PROHIBITED CONDUCT

1. Bullying, including cyberbullying, a student at school is prohibited. Bullying is any written, verbal, or physical act, or electronic communication that is intended to or that a reasonable person would know is likely to harm one or more students directly or indirectly by doing any of the following:
 - a. substantially interfering with a student's educational opportunities, benefits, or programs;
 - b. adversely affecting a student's ability to participate in or benefit from the district's educational programs or activities by placing the student in reasonable fear of physical harm or by causing substantial emotional distress;
 - c. having an actual and substantial detrimental effect on a student's physical or mental health; or
 - d. causing substantial disruption in, or substantial interference with, the district's orderly operations.
2. Retaliation or false accusations against the target of bullying, anyone reporting bullying, a witness, or another person with reliable information about an act of bullying, are prohibited.

B. REPORTING AN INCIDENT

If a student, staff member, or other person suspects there has been a bullying incident, the person must promptly report the incident to the building principal or designee, or to the Responsible School Official(s), as defined below.

A report may be made in person, by telephone, or in writing (including electronic transmissions). If a bullying incident is reported to a staff member who is not the building principal, designee, or a Responsible School Official, the staff member must promptly report the incident to the building principal, designee, or a Responsible School Official.

To encourage reporting of suspected bullying or related activities, each building principal, after consulting the Responsible School Official(s), will create, publicize, and implement a system for anonymous reports. The system must emphasize that the district's ability to investigate anonymous reports may be limited.

Complaints that the building principal has bullied a student must be reported to the Superintendent. Complaints that the Superintendent has bullied a student must be reported to the Board President.

C. INVESTIGATION

All bullying complaints will be promptly investigated. The building principal or designee will conduct the investigation, unless the building principal or Superintendent is the subject of the investigation. If the building principal is the subject of the investigation, the Superintendent or designee will conduct the investigation. If the Superintendent is the subject of the investigation, the Board President will designate a neutral party to conduct the investigation.

A description of each reported incident, along with all investigation materials and conclusions reached, will be documented and retained.

D. NOTICE TO PARENT/GUARDIAN

If the investigator determines that a bullying incident has occurred, the District will promptly notify the victim's and perpetrator's parent/guardian in writing.

E. ANNUAL REPORTS

At least annually, the building principal or designee, or the Responsible School Official, must report all verified bullying incidents and the resulting consequences, including any disciplinary action or referrals, to the Board.

The district will annually report incidents of bullying to MDE in the form and manner prescribed by MDE.

F. RESPONSIBLE SCHOOL OFFICIAL

The Superintendent is the "Responsible School Official" for this Policy and is responsible for ensuring that this Policy is properly implemented. This appointment does not reduce or eliminate the duties and responsibilities of the building principal or designee as described in this Policy.

G. POSTING/PUBLICATION OF POLICY

The Superintendent or designee will ensure that this Policy is available on the district's website and incorporated into student handbooks and other relevant school publications.

The Superintendent or designee will submit this Policy to the MDE within 30 days after its adoption.

Educational Programs

The Responsible School Official will periodically arrange or otherwise provide educational programs for students and parents on preventing, identifying, responding to, and reporting incidents of bullying and cyberbullying. The Responsible School Official may arrange for teachers to address these same issues within the classroom curriculum.

H. DEFINITIONS

1. "At school" means in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether it is held on school premises. "At school" also includes any conduct using a telecommunications access device or telecommunications service provider that occurs off school premises if the device or provider is owned by or under the control of the district.
2. "Telecommunications access device" means any of the following:
 - a. any instrument, device, card, plate, code, telephone number, account number, personal identification number, electronic serial number, mobile identification number, counterfeit number, or financial transaction device defined in MCL 750.157m (e.g., an electronic funds transfer card, a credit card, a debit card, a point-of-sale card, or any other instrument or means of access to a credit, deposit, or proprietary account) that alone or with another device can acquire, transmit, intercept, provide, receive, use, or otherwise facilitate the use, acquisition, interception, provision, reception, and transmission of any telecommunications service; or
 - b. any type of instrument, device, machine, equipment, technology, or software that facilitates telecommunications or which is capable of transmitting, acquiring, intercepting, decrypting, or receiving any telephonic, electronic, data, internet access, audio, video, microwave, or radio transmissions, signals, telecommunications, or services, including the receipt, acquisition, interception, transmission, retransmission, or decryption of all telecommunications, transmissions, signals, or services provided by or through any cable television, fiber optic, telephone, satellite, microwave, data transmission, radio, internet based or wireless distribution network, system, or facility, or any part, accessory, or component, including any computer circuit, security module, smart card, software, computer chip, pager, cellular telephone, personal communications device, transponder, receiver, modem, electronic mechanism or other component, accessory, or part of any other device that is capable of facilitating the interception, transmission, retransmission, decryption, acquisition, or reception of any telecommunications, transmissions, signals, or services.
3. "Telecommunications service provider" means any of the following:
 - a. a person or entity providing a telecommunications service, whether directly or indirectly as a reseller, including, but not limited to, a cellular, paging, or other wireless communications company or other person or entity which, for a fee, supplies the facility, cell site, mobile telephone switching office, or other equipment or telecommunications service;

- b. a person or entity owning or operating any fiber optic, cable television, satellite, internet based, telephone, wireless, microwave, data transmission, or radio distribution system, network, or facility; or
- c. a person or entity providing any telecommunications service directly or indirectly by or through any distribution systems, networks, or facilities.

APPENDIX C: PARENT INVOLVEMENT IN EDUCATION

5401 *Parent Involvement In Education*

A. Parent/Guardian Involvement

The district will take the following steps to encourage Parent/Guardian involvement in their student's education:

1. Parents/guardians will be provided the opportunity to review District-approved curriculum, textbooks, and instructional materials, including any material that will be used in connection with a survey, analysis, or evaluation, upon request.
 - a. Requests to review curriculum, textbooks, and instructional materials must be made to the building principal.
 - b. Parents may review textbooks based on availability and may review instructional materials within a time frame determined by the building principal or designee.

2. Parents/guardians will be permitted to attend and observe instructional activities in a class or course in which their student is enrolled and present.

Parents/guardians must make an appointment with the building principal to observe instructional activities in a class or course in which the student is enrolled and present. The building principal will permit a parent/guardian observation unless the building principal determines that the observation would disrupt the class or course. Frequent observations are likely disruptive. Absent unusual circumstances, as determined by the building principal, observations that last more than 30 minutes or occur on consecutive days will not be permitted. Parents who want to observe instructional activities also must adhere to Policy 3105. Parents/guardians are not permitted to observe testing.

3. Parents/guardians may inspect and review their student's education records, upon written request, consistent with Policy 5309 and state and federal law.
4. At the beginning of the school year, the District will notify parents/guardians of students attending Title I schools of the right to request a copy of this Policy. The District will provide a copy of this policy to a requesting parent/guardian in a timely manner.
5. The Superintendent is directed to develop and implement parental involvement contracts with parents/guardians. These contracts must be voluntary and must include the following:
 - a. The parent/guardian will:
 - i. review homework and offer assistance when needed;

- ii. ensure the student arrives at school each day on time and ready to learn;
 - iii. attend school functions and support the student's school activities; and,
 - iv. make every effort to attend parent-teacher conferences.
- b. The student will:
 - i. participate in class discussions;
 - ii. complete assignments in an accurate, neat, and timely manner;
 - iii. come to school each day on time;
 - iv. pay attention in class and complete assigned lessons;
 - v. obey applicable rules and codes of conduct; and
 - vi. respect teachers, school administrators, and other students.
- c. The teacher will:
 - i. set high standards for quality instruction that promote grade-appropriate academic skills;
 - ii. keep accurate attendance records;
 - iii. teach students how to study;
 - iv. review basic concepts taught in class;
 - v. maintain a welcoming atmosphere; and
 - vi. provide flexible scheduling for Parent visits and participation.
- d. Ways for the parent/guardian to explain any obstacles that prevent compliance with the contract.

B. Assessments and Surveys

1. State assessments

Pursuant to state law, the district will not approve Parent requests to opt students out of state assessments.

2. National Assessment of Educational Progress

As a condition of receiving federal funds and as required by state law, the district may be selected to participate in the National Assessment of Educational Progress (NAEP). To help ensure that the district has a representative sample of students taking the NAEP, which will allow the district to assess the quality and effectiveness of its programming on a national level, the district strongly encourages all eligible students to participate. Student participation in NAEP is voluntary.

The district will notify parents/guardians of students eligible to take the NAEP before the assessment is administered. Parents wishing to opt their students out of the NAEP assessment must notify the district in writing at least 3 school days before the assessment date to ensure that the district can coordinate supervision and alternative activities for students who have opted out.

3. Surveys

Parents/guardians will be notified before their student participates in surveys on certain topics in accordance with Policy 5308.

APPENDIX D: PROTECTION OF PUPIL RIGHTS

5308-F *Protection of Pupil Rights*

PPRA Notice and Consent/Opt-Out

The Protection of Pupil Rights Amendment (PPRA) requires that the district notify you and obtain your consent, or allow you to opt your student out of, participating in any school survey, analysis, or evaluation that involves one or more of the following 8 subjects (“protected information surveys”):

1. Political affiliations or beliefs of the student or student’s Parent;
2. Mental or psychological problems of the student or student’s family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom the student has close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or student’s Parents; or
8. Income, other than as required by law to determine program eligibility.

The notification and opt-out requirement also applies to the collection, disclosure, or use of a student’s personal information for marketing purposes (“marketing surveys”) and certain physical exams and screenings.

Below is a list of the protected information or marketing surveys that require parental notice and consent or opt-out for the upcoming school year. You have the right to review a protected information or marketing survey before it is given to your student to determine whether you want your student to participate. If you want to review materials that will be used in a protected information or marketing survey please submit your request to Mrs. Stacy Johnson, Superintendent, at 201 College Ave., Britton, MI 49229; (517) 451-4581 Ext 101. The Superintendent will let you know where and when you may review those materials.

If the District schedules a protected information or marketing survey after the school year starts, the district will notify you within a reasonable amount of time and give you an opportunity to consent or opt your student out. The district also will give you an opportunity to review the newly scheduled surveys or instructional materials.

Sample disclosure list of surveys/activities

Surveys/Analyses/Evaluations funded by the U.S. Department of Education

- *Provide approximate dates, grades of students affected, summary of survey/activity*
- *Parents must be notified of survey/analysis/evaluation and must consent in writing*

I [Parent Name] allow my student, [Student's Name], to take the [Insert name and description of survey] on or about [date].

Parent signature

Please return this form no later than [insert date] to the following school official:

[Insert position/title and mailing address]

Surveys not funded by the U.S. Department of Education

- *Provide approximate dates, grades of students affected, and summary of survey/activity.*
- *Parents must be notified of survey/analysis/evaluation and have right to opt out.*

Contact [school official] at [telephone number, email, address, etc.] no later than [insert date] if you do not want your student to participate in this survey/activity.

Activities involving collection/disclosure/use of student directory information for marketing

- *Provide approximate dates, grades of students affected, and summary of survey/activity.*
- *Parents must be notified of survey/analysis/evaluation and have right to opt out.*

Contact [school official] at [telephone number, email, address, etc.] no later than [insert date] if you do not want your student to participate in this survey/activity.

Non-emergency, invasive physical exam or screening (administered by school but not necessary to protect immediate health or safety of student)

- *Provide approximate dates, grades of students affected, and summary of activity.*
- *Parents must be notified of activity and have the right to opt out.*

Contact [school official] at [telephone number, email, address, etc.] no later than [insert date] if you do not want your student to participate in this activity.

APPENDIX E: DIRECTORY INFORMATION AND OPT OUT FORM

Student's Name: _____

School: _____ Grade: _____

The Family Educational Rights and Privacy Act (FERPA) require Britton Deerfield Schools to obtain your written consent prior to the disclosure of personally identifiable information from your child's education records, unless certain conditions specified by FERPA are met. FERPA distinguishes between personally identifiable information and directory information, however, and the district may disclose appropriately designated "directory information" without your written consent, unless you have advised the district to the contrary.

If you **do not** want your student's directory information released for one or more of the purposes listed below, please complete this form and return it to your student's school office by September 30.

If you fail to complete and return this form, the district will presume that you give permission to release your student's directory information for all the uses listed below.

Your Opt-Out request will be recorded in the student information system and kept on file in the school's office for 1 school year. "Directory information" is the information contained in a student's education record that would not generally be considered harmful or an invasion of privacy if disclosed. The Board designates the following as directory information:

- names, addresses, and telephone numbers
- photographs and videos depicting a student's participation in school-related activities and classes
- date and place of birth
- major field of study
- grade level
- enrollment status (e.g., full-time or part-time)
- dates of attendance (e.g., 2023-2027)
- participation in officially recognized activities and sports
- weight and height of athletic team members
- degrees, honors, and awards received
- the most recent educational agency or institution attended

The Board further designates District-assigned student email addresses as directory information for the limited purposes of: (1) facilitating the student's participation in and access to online learning platforms and applications; and (2) inclusion in internal school and District email address books.

Please check the boxes next to the purpose(s) for which you *do not grant* the district permission to disclose your student's directory information, below.

Britton Deerfield Schools **may not** disclose my student's directory information for the following purposes:

- ☐ For School or district publications, including but not limited to, a yearbook, graduation program, theater playbill, athletic team or band roster, newsletter, and other school and district publications.
- ☐ For School or District auto-dialer system to communicate School or District information.
- ☐ To news media outside the School or District.
- ☐ To the School PTO or District Parent organization.
- ☐ To other groups and entities outside of the School or District, including community, advocacy, and/or Parent organizations.
- ☐ On official school-related websites or social media accounts.
- ☐ On school employees' personal classroom websites or social media accounts.

Information to U.S. Military Recruiters and Institutions of Higher Education Recruiters

Federal law requires the district to release a secondary school student's name, address, and telephone number to U.S. Military recruiters and institutions of higher education upon their request. If you do not want your student's information released for one or both of those purposes, please check one or both of the boxes below:

- ☐ Do not release my student's name, address, or telephone number to U.S. Military recruiters without my prior written consent.
- ☐ Do not release my student's name, address, or telephone number to institutions of higher education recruiters without my prior written consent.

Parent/Eligible Student Signature

Date

APPENDIX F: ACCEPTABLE USE AGREEMENT

3116-F-1

Agreement for Acceptable Use of Technology Resources Students *Grades K-5*

Britton Deerfield Schools

Building/Program Name

Student Name

I understand that I may be permitted to use the school's computers, electronic devices, and Internet at school and at home under the following school rules for computer and Internet use. I promise that:

- I will only use the computers, electronic devices, and Internet for schoolwork.
- I will only use the computers, electronic devices, and Internet as directed by my teacher or other school employee.
- I will not use the Internet to try to look at websites that I know are for adults only or that I know I should not access.
- If I accidentally access a website that I know I should not look at, I will tell my Parent or teacher right away.
- If someone sends me something on the Internet that I know is inappropriate, I will tell my Parent or teacher right away.
- I will not use the school's computers, electronic devices, or Internet to bully or harm any other person.
- If someone else uses the computers, electronic devices, or Internet to bully or harm me, I will tell my Parent or teacher right away.
- I will not damage the school's computers, electronic devices, or cause problems with the computers, electronic devices, or Internet on purpose.
- I will give the school's computers and other electronic devices back to the school at the school's request.
- I will not use the school's computers, electronic devices, or Internet to cheat on my schoolwork.
- I will not copy anything that I see on the school's computers, electronic devices, or Internet and pretend that it is my own work.
- I will keep my password secret from everyone except my Parent.
- I understand that the school can see everything that I do on the school's computers, electronic devices, and Internet.
- I understand that the school has filters on its computers, electronic devices, and Internet, which means I might not be able to see some information. I will not try to interfere with those filters.
- I will follow all of these rules. I will also follow any directions that my teacher or other school employee gives me about my use of the school's computers, electronic devices, or the Internet.

I understand that if I break any of these rules, I may be disciplined, and I may also lose my computer, electronic device, and Internet privileges.

Student Signature

Date

I have read this Agreement and agree that as a condition of my child's use of the school's Technology Resources, which include: (1) internal and external network infrastructure, (2)

Internet and network access, (3) computers, (4) servers, (5) storage devices, (6) peripherals, (7) software, and (8) messaging or communication systems, I release the school and its board members, agents, and employees, including its Internet Service Provider, from all liability related to my child's use or inability to use the Technology Resources. I also indemnify the school and its board members, agents, and employees, including its Internet Service Provider, for any fees, expenses, or damages incurred as a result of my child's use, or misuse, of the school's Technology Resources.

I have explained the rules listed above to my child.

I authorize the school to consent to the sharing of information about my child to website operators as necessary to enable my child to participate in any program, course, or assignment requiring such consent under the Children's Online Privacy Protection Act.

I understand that data my child sends or receives over the school's Technology Resources is not private. I consent to having the school monitor and inspect my child's use of the Technology Resources, including any electronic communications that my child sends or receives through the Technology Resources.

I understand that the school does not warrant or guarantee that its Technology Resources will meet any specific requirement or that they will be error free or uninterrupted; nor will the school be liable for any damages (including lost data, information, or time) sustained or incurred in connection with the use, operation, or inability to use the Technology Resources.

I agree that I will not copy, record, or share, or allow my child to copy, record, or share, any information sent to my child via the school's Technology Resources that includes personally identifiable information about any other child including, without limitation, videos, audio, documents, or other records that identify another student by name, voice, or likeness.

I understand and agree that my child will not be able to use the school's Technology Resources until this Agreement has been signed by both my child and me.

I agree that my child will return all Technology Resources to the school in good working order immediately on request and that I am responsible for any damage to the Technology Resources beyond normal wear and tear.

I have read this Agreement and agree to its terms.

Parent Signature

Date

cc: Parent, student file

APPENDIX G: ATHLETIC CODE OF CONDUCT

Participation in Britton Deerfield School's (the "District") athletics is a privilege, not a right. Student-athletes are students first. When participating in District athletics, student-athletes are District representatives and are held to the highest standards. Accordingly, this Athletic Code of Conduct applies 24 hours a day, 365 days a year. Student athletes and parents should be familiar with this Athletic Code of Conduct. By participating on any school-sponsored athletic team, both student athletes and parents agree to abide by these terms.

Athletic Director

Mr. Erik Johnson
(517) 451-4581 ext. 102
Erik.johnson@bdschools.us

Participation Fees

Fee schedule per student—High School: 1st Activity \$100/\$75

(Second amount is free and reduced lunch student amount—must qualify) 2nd Activity \$100/\$75

3rd Activity \$70/\$60

Fee Schedule per student—Middle School: 1st Activity \$65/\$45

(Second amount is free and reduced lunch student amount—must qualify) 2nd Activity \$65/\$45

3rd Activity \$40/\$20

Communication Protocol

The district has full faith in its coaches to make decisions that are in the best interest of their teams. If parents have questions or concerns about their student-athletes' sports participation, use the following protocol:

1. Wait 24 hours before contacting the coach.
2. Schedule a time to speak with the coach, either via phone or in-person, at the coach's discretion.
3. If the issue is unresolved, schedule a time to speak with the Athletic Director, either via phone or in person, at the Athletic Director's discretion.

Concussion Protocol

The district will comply with the concussion protocol in Policy 5712.

ATHLETIC CODE

Erik Johnson, ATHLETIC DIRECTOR
David Raft, 6 -12 PRINCIPAL
Michael McAran, K - 5 PRINCIPAL
Stacy Johnson, SUPERINTENDENT

Britton Deerfield Patriots

Britton Campus
201 College Ave., Britton, Michigan 49229
Phone (517) 451-4581

Deerfield Campus
252 Deerfield Rd, Deerfield, Michigan 49238
Phone (517) 451-4581

Athletic Director: Erik Johnson
Athletic Department Secretary: Chelsea Hassenzahl

The Board of Education does not discriminate on the basis of race, national origin, gender, disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected category (collectively, "Protected Classes") in its program and activities.

Britton Deerfield Schools exists to provide an effective educational program that prepares our students to live happy, healthy, productive and successful lives. This is accomplished by establishing and maintaining an effective K-12 instructional program that is data driven and develops the skills that are necessary to be successful during this process. Our educational programs emphasize teaching and successfully learning the academic fundamentals of reading, writing and arithmetic. Our educational programs also emphasize the development of skills that promote safety, good health, individual responsibility, good work ethics and good character. We also offer a variety of extracurricular choices and experiences for our students that help promote these skills. It is our vision that these core fundamental values will guide our students to be successful adult citizens, family members, spouses, parents and workers.

Athletic Code of Conduct

The Athletic Department at Britton Deerfield Schools is governed by the Board of Education. Britton Deerfield Schools is a member school of the Michigan High School Athletic Association (MHSAA) and adheres to its rules and regulations. Britton Deerfield Schools is a member of the Tri-County Conference (TCC) for all sports except Football. Britton Deerfield is a member of the South-Central Athletic Association (SCAA).

The Athletic Code aligns with the rules and regulations adopted by the Britton Deerfield School's policies and procedures. All student athletes and coaches are expected to adhere to the rules set forth by the Board of Education, MHSAA, TCC, SCAA, and the Athletic Department.

For information on team schedules and directions to other schools please go to **www.bdschools.us** and click the Athletic Department tab.

A student athlete must:

1. Learn and understand the rules and regulations of your sport.
2. Unless otherwise approved by your coach, if school is in session, attend school for the full day to be eligible to practice or play in an event on the same day.
3. Comply with the law, Board Policy, the Student Code of Conduct, the Athletic Code of Conduct, and all team rules. Failure to comply with this provision may result in suspension or removal from a team.
4. Not possess, use, or consume alcohol, tobacco, cannabis, nicotine (including a vape), or controlled substances (other than those prescribed by a physician for the student-athlete).
5. Not engage in conduct that is unbecoming of student-athletes.
6. Maintain academic eligibility as required by the Michigan High School Athletic Association.
7. Notify your coach or District athletic trainer of any injury or medical condition that may affect your athletic participation.

If a student-athlete violates any provision of the Athletic Code of Conduct, practice, game, team, or complete athletic suspension may result. Any disciplinary consequences will be at the sole discretion of the Athletic Director or designee.

If a student-athlete is suspended or expelled from school, the student-athlete is prohibited from participating in any practice or game during the suspension or expulsion.

Introduction

Each student who participates in athletics must exhibit responsible behavior and conduct in which all of us can be proud. He/she represents his/herself, their teammates, Britton Deerfield Schools, and the Britton Deerfield community. Participation in interscholastic athletics is a privilege and not a right.

Participation in **any** athletic activity binds the student-student-athlete to the terms of this Athletic Code. This code will apply to all student-athletes who participate in a school sponsored sport during grades 6-12. Currently these sports may include baseball, basketball, bowling, cross country, football, golf, softball, track, volleyball and other board approved sports. These rules are enforced 24 hours around the clock during the entire calendar year. The rules and associated penalties will apply throughout a student-athlete's career at Britton Deerfield Schools.

The following rules and regulations apply to all student-athletes in all sports at Britton Deerfield Schools but are not intended to be all inclusive. These rules and regulations cover areas specific to student-athletes in athletics and are in addition to all rules and regulations outlined in the Student Handbook, District Policies, and the MHSAA.

These rules were established as the standard for all coaches to enforce and follow to maintain consistent team expectations of all athletic teams at Britton Deerfield Schools. An individual coach may establish team rules and expectations as long as the additional rules and expectations do not supersede the Athletic Code. Team rules must be presented in writing to the athletic director for approval prior to distribution to student-athletes and parents at the start of the season. Any issues not covered by the Athletic Code, Student Handbook, District Policy, MHSAA rules, or team rules will be resolved by the athletic director.

Expectations

The coach's purpose is to provide a sound, competitive athletic program that provides student athletes with the opportunity to develop physically, emotionally, mentally, ethically, and socially. In doing so, coaches will be held responsible for assisting young men and women in their educational pursuits, as well the development of skills in their respected sport for the student to reach his/her potential.

Coaches will work closely with the student-athlete, parents, staff, athletic director, administration, alumni, and community to build a supportive structure and environment to achieve success for student-athletes. Coaches are committed to the philosophy, vision, rules, and regulations implemented by the MHSAA and the Britton Deerfield Schools.

Britton Deerfield **Student Athletes** will:

- Understand they are a student first and a student-athlete second
- Be respectful, responsible, dedicated, and committed to the team
- Communicate effectively with his/her coach
- Meet the academic requirements for participation
- Attend and be on time for all practices and contests
- Follow all rules and regulations presented in the Student Handbook and Athletic Code
- Always show good sportsmanship
- Be leaders in the school and community
- Support other students and school activities

Britton Deerfield **Parents** will:

- Support the team
- Cheer for the team
- Be a good role model for the team
- Show proper sportsmanship for the team
- Help promote the team
- Follow the '24-Hour Rule'
 - **Parent-Child Interactions:** This is a tool for giving 'space and time' to allow discussions to occur in a fruitful environment. Parents who are upset with a child are encouraged not to discuss anything about the game for 24 hours. Twenty-four hours later it may be discussed in a calm manner, without emotions from the day before, and many times it just isn't as important as it seemed the day before. Lessons are still taught and learned the next day, but all involved have a better chance of doing so in a more constructive setting.
 - **Parent-Coach Interactions:** This rule also works well with parent-coach interactions. If something is bothering a parent about their child's status on the team, etc., inform your parents to allow 24 hours before contacting you. Expect parents not to contact you for at least 24 hours after a contest. The 'time delay' will provide both parties with an opportunity to look at the situation from a different perspective and provide a more constructive environment to discuss the concerns without intense emotions.

Britton Deerfield **Coaches** will:

- Establish a vision and set goals for the team, players, and program
- Build a program as a whole
- Develop student-athletes as proud members of the team, school, and community
- Establish expectations to always ensure the safety of the student athlete
- Promote good sportsmanship

- Develop daily practice plans
- Always supervise student-athletes
- Lead by example
- Serve as an ambassador with staff, administrators, parents, and community
- Treat the student-athletes the way they would want their own children to be treated
- Communicate effectively with everyone in the program
- Always establish and maintain a positive image as a role model
- Maintain and update inventory and equipment
- Organize an off-season program (designated for specific sports)
- Participate in Athletic Department fundraising activities
- Help promote and support all Britton Deerfield athletic teams and activities
- Encourage and support multi-sport participation
- Support dual sport student-athletes
- Abide by the Britton Deerfield Schools Coaches Handbook

Eligibility

Student athletic eligibility is governed by the MHSAA as well as the Britton Deerfield Schools Athletic Code. A summary of the MHSAA Eligibility Rules is stated below. This list is not exhaustive and students who have questions about athletic eligibility should contact the athletic director.

Requirements for Participation

1. Student athletes must be under 19 years of age at the time of any contest unless the 19th birthday occurs on or after September 1st of the current school year, in which case the student athlete is eligible for the balance of the school year in all sports. For an 8th grade student-athlete, he/she must be under 15 years of age (14 for 7th grade) prior to September 1st.
2. No student-athlete shall participate in any phase of the athletic program before a Physical Exam Form for the current school year is on file in the athletic office. **For the form to be valid, the physical exam must be given on or after April 15th of the previous school year.** This form must be signed by the examiner (M.D., D.O., P.A., or N.P.) indicating that the student-athlete is physically able to compete in the chosen athletic activity. The MHSAA Physical Exam Card can be downloaded from the Athletic Department Homepage under the Quick Links tab.
As a further condition of participation, a student's parent/guardian must also consent to the student's athletic participation. In cases of serious injury or extended illness, school officials reserve the right to require a student-athlete to be re-examined by a physician before being allowed to participate in interscholastic athletics.
3. All student athletes must have a signed copy of the following forms on file in the athletic office within the first week of practice:

- *Athlete Release Form*
- *Athlete Code Verification Form*
- *Athlete Emergency Procedure Form*
- *Athletic Transportation Parent Sign-Out Permission Form*

Failure to submit these forms may result in unexcused absences from practice, contest suspension, or dismissal from the team.

MHSAA Transfer Rule Summary

1. Students in grades 9 through 12 who have never participated in an interscholastic scrimmage or contest on a school-sponsored team in Michigan or elsewhere in an MHSAA sport may transfer from one school to another with no delay in eligibility at any level in that sport. No MHSAA action is required.
2. Unless one of the 15 stated exceptions applies, students in grades 9 through 12 who have participated in an interscholastic scrimmage or contest in an MHSAA sport(s) on a school-sponsored team in Michigan or elsewhere during the previous season for a sport(s), and then transfer to an MHSAA member school, are ineligible at all levels of that sport(s) at that school through the next complete season in that sport(s).

Academic Requirements for Participation

The MHSAA requires a student-athlete must have passed at least 66% of a full credit load in the previous semester and must currently be passing the same on the academic transcript. If a student-athlete fails (4+) four or more classes for a marking period or semester (a transcript grade), he/she is academically ineligible for (60) sixty school days.

In addition to the MHSAA requirements, Britton Deerfield Schools require the following:
Weekly Progress Reports – A student-athlete failing two or more classes will be academically ineligible and unable to compete in any sport until at least the next academic progress report. Weekly progress reports start on week 3 of the new semester and come out every Monday thereafter. A student failing two or more classes will be ineligible from Tuesday of that week through the following Monday of next week. A student-athlete deemed academically ineligible for 3 weeks in a season will no longer be able to compete for the said team.

End of a Marking Period – An athlete failing two or more classes for a marking period or semester will be academically ineligible and unable to compete in any sport until at least the next academic progress report. If an athlete fails four or more classes for a marking period or semester (a transcript grade), he/she is academically ineligible for 60 school days (per the MHSAA).

- A student-athlete who is academically ineligible at the beginning of a sports season may participate in tryouts and practices but may not participate in contests until

he/she becomes academically eligible. The student athlete will be removed from the team if he/she remains ineligible at the next academic progress check.

- A student-athlete who is academically ineligible will not be allowed to be dismissed early from class for athletic participation.
- Student-athletes entering the 9th grade for the first time are granted automatic academic eligibility at the beginning of the school year (applies to fall sports only).
- Student-athletes may attend summer school to make-up a maximum of two class failures to gain academic eligibility. Enrollment in summer school classes must first be approved by a Britton Deerfield Schools administrator.

Rules for Participation

Pre-season Parent Meetings

There will be a pre-season parent meeting for every team. One or both parents are strongly encouraged to attend this meeting. If for some reason a parent cannot attend, he/she is encouraged to contact the coach to receive all handouts and a summary of the meeting.

Violations of Rule and Regulations

All school administrators, teachers, coaches, and parents are required to see that the rules are enforced. Any violation of the rules by a student-athlete should be reported in a reasonable time frame to the administration, athletic director, or head coach of the sport in which the student-athlete is participating. An alleged violation that is reported will be kept confidential, but the reporting individual must officially go on record for the report to be investigated. Anonymous or otherwise unsubstantiated reports will not be investigated.

Withdraw from Athletic Participation (Quitting a team)

A student-athlete may withdraw from (quit) a sport until the end of the first two-week practice window without penalty. However, after the two-week practice window has passed a student-athlete may not quit without permission from the coach and the athletic director or administrator. If, after consulting with the student-athlete, the previously stated staff determine the student-athlete's request reasonable and proper, the student-athlete may be granted permission to quit without penalty.

A student-athlete that quits after the two-week practice limit without the required permission may be suspended from athletic participation in all sports for up to one calendar year from the date of violation.

Dismissal from Athletic Participation

A student-athlete may be dismissed from the team by the coach, athletic director, or administration for discipline purposes. No student-athlete will be dismissed from a team

without the permission of the athletic director and/or administrator. A student-athlete may be removed from athletic participation for discipline purposes for up to one calendar year.

Transfer Students

A student-athlete who transfers to Britton Deerfield Schools after becoming ineligible because of a student or athletic code violation(s) at the previously attended school shall remain ineligible at Britton Deerfield for not less than the period of ineligibility imposed by the previously attended school. This would be the case even if the student-athlete's situation would otherwise satisfy one or more of the exceptions to the transfer regulations of Britton Deerfield Jr./Sr. High School and the MHSAA (Regulation I, Section 9); even if the act which caused the student-athlete's ineligibility at the previous school would not be a violation or cause the same period of ineligibility at Britton Deerfield Jr./Sr. High School.

A student-athlete who transfers to Britton Deerfield Jr./Sr. High School will be subject to discipline/consequences under the existing Athletic Code guidelines for any incident that occurred prior to the transfer, including academic ineligibility.

Attendance and Participation

The Definition of 'In-Season'

Season Start: The season begins with the first day of practice (as allowed by the MHSAA or TCC).

Season End: The season ends after the last contest and following the athletic banquet. If a violation that would have resulted in removal from the team or suspension of play occurs between the end of competition and prior to the season ending banquet, a student-athlete will forfeit their varsity letter and receive discipline applicable to the specific offense per the Athletic Code.

Practice and Competition Attendance

Student athletes must attend a full day of school to participate in practice or a contest on that day. Student-athletes may be suspended up to two contests per attendance violation. Exceptions to this rule may be granted by the athletic director or school administrator.

All student athletes are expected to be at the first day of practice or tryouts. The coach and athletic director may grant exceptions for extenuating circumstances. A student-athlete may incur up to a six-contest suspension for missing tryouts or practice.

It is expected that once a student athlete commits to a sport and team, he/she will not be absent from this responsibility for other interests. The administration, in cooperation with school staff, attempts to minimize as many conflicts as possible (ex. musical concerts,

Prom, etc.), but circumstances do not always allow for the elimination of all athletic team responsibilities during these events.

Student athletes will still be held accountable for absences due to these types of conflicts. The only exception would be if one of the student-athlete's academic classes requires attendance at a different event at the same time. In this event, the student-athlete must attend the academic class event and will be excused from athletic participation without consequence.

All student athletes are expected to be at all practices and competitions throughout the season. If a student-athlete is injured or unable to participate, he/she is still expected to attend practices and competitions. Absences from practice or competition must be discussed with the coach **prior** to the missed practice or competition. A student-athlete who misses a practice or competition without prior permission may be suspended up to two contests per violation.

Breaking the Law

The general conduct of a student-athlete will be monitored. If a student athlete is involved with the law (i.e. police report, misdemeanor, felony, etc.), discipline may be administered. The district reserves the right to separately investigate any allegations that a law or rule was violated and independently determine whether, in the district's sole discretion, the student-athlete can continue to participate in athletics.

If a student-athlete's action is also a violation of the regulations in the Student Handbook or Athletic Code, discipline will be administered by the athletic director and/or administrator. Penalties could include suspension from competition, removal from the team, or up to unlimited suspension from all athletic participation.

During a police or school investigation, the student-athlete in question may be suspended by the athletic director or administrator from all team activities.

Use of Illegal Substances/Substance Abuse

A student-athlete becomes subject to this rule as soon as he/she participates in the athletic program. Violations are cumulative in nature; repeat violations are subject to the next level penalty even if the violations do not occur during the same school year. A new school year does not provide a 'clean slate' for the student athlete.

The use of tobacco or nicotine-based products, alcohol, other drugs, or the misuse/abuse of a prescription drugs or another substance is illegal and presents a significant threat to a student-athlete's health and safety. The use of 'e-cigarettes, vaporizers, hookah', and other similar devices that may or may not contain tobacco or nicotine is also prohibited.

The possession of tobacco or nicotine-based products, alcohol, other illegal drugs, or drug paraphernalia will also not be tolerated.

Student-athletes may not be in the presence of alcohol or illegal drugs for any unreasonable length of time. Failure to leave within (10) ten minutes is a violation. (Presence at events such as weddings and open houses will be reviewed on an individual basis.)

Any alleged violation must first be verified and substantiated by a coach, teacher, athletic director, or administrator.

First Offense: A student-athlete will be suspended from 1/3 of the scheduled contests in the season he/she is involved in; or be suspended from 1/3 of the scheduled contests in the next sport that he/she participates in if he/she is not participating in a sport at the time of the violation. If less than 1/3 of the season remains, the student-athlete will be suspended for the remainder of that season and the remaining percentage of contests will be served at the beginning of the student-athlete's next sport season. The specific number of contests will be determined by the athletic director or administrator.

Second Offense: A student-athlete will be suspended from athletics for one calendar year from the date of the offense.

Third Offense: A student-athlete will be suspended permanently from athletics.

Improper Use of Social Media

Student-athletes shall not become involved in the inappropriate use of social media; including but not limited to Facebook, Instagram, Snap Chat, Twitter, etc., and texting. The inappropriate use of social media will be verified and substantiated by a coach, teacher, athletic director, or administrator. Penalties may begin with suspension from competition up to and including removal from the team.

Sexting/Digital Technology

Sexting is defined as the sending of sexually explicit photos, images, text messages, or emails using a cell phone or electronic device. A student-athlete who engages in sexting will be penalized as follows:

First Offense: A student-athlete will be suspended from 1/3 of the scheduled contests in the season he/she is involved in; or be suspended from 1/3 of the scheduled contests in the next sport that he/she participates in if he/she is not participating in a sport at the time of the violation. If less than 1/3 of the season remains, the student-athlete will be suspended for the remainder of that season and the remaining percentage of contests will be served at the beginning of the

student-athlete's next sport season. The specific number of contests will be determined by the athletic director or administrator.

Second Offense: A student-athlete will be suspended from athletics for one calendar year from the date of the offense.

Third Offense: A student-athlete will be suspended permanently from athletics.

Hazing

The Board of Education believes that hazing activities of any type are inconsistent with the educational process and prohibits all such activities at any time in school facilities, on school property, and at any District sponsored event.

Hazing is defined as performing any act or coercing another, including the victim, to perform any act of initiation into any class, group, or organization that causes or creates a risk of causing mental, emotional, or physical harm. Permission, consent, or assumption of risk by an individual subjected to hazing shall not lessen the prohibitions contained in this policy.

Student-athletes participating in hazing activities will be subject to discipline appropriate up to unlimited suspension from all athletic participation.

Hazing – any type of initiation procedure for any school related activity which involves but is not limited to:

- Illegal activity, such as drinking or drugs
- Physical punishment or infliction of pain
- Intentional humiliation or embarrassment
- Dangerous activity
- Activity that is likely to cause mental or psychological stress
- Forced detention or kidnapping
- Undressing or otherwise exposing initiates

School Discipline and Participation

The general school behavior of a student-athlete is to always be above reproach. All violations of rules and regulations outlined in the Britton Deerfield Student Handbook that result in a student-athlete being assigned any form of discipline by school administration (such as detention, in-school suspension, out of school suspension, etc.) may result in suspension from competition up to two contests. Repeated violations may result in additional contest suspensions.

Dual Sport Participation

Student-athletes in grades 9-12 are permitted to participate in up to two sports during the same sports season (fall, winter and/or spring) provided they meet the academic eligibility requirements for Dual Sport Participation (DSP) and comply with the following DSP guidelines throughout the dual sport season.

DSP Declaration Form

Student-athletes wishing to register for DSP must complete and submit a DSP Declaration Form to his/her primary sport coach by the designated due date. The form includes the student-athlete's major and minor sport selections (see Appendix G.).

The form must be reviewed and signed by the student-athlete, at least one parent, the athletic director, and the head coach of both sports. When the first day of practice for the selected sports is not the same date, the DSP Declaration Form will be due on the third day of practice of the sport with the later starting date.

Shared Contest & Practice Schedule

The head coaches of both the major and minor sports teams will create a reasonable shared DSP schedule for practices, workouts, and contests. The shared DSP schedule will be mutually agreed upon by both coaches, be designed with the best interest of the student-athlete in mind, meet the statements listed below under Shared Schedule Guidelines, meet the DSP guidelines shown in the Britton Deerfield Schools Athletic Code, and be submitted to the athletic director for approval.

Shared Contest & Practice Schedule Guidelines

On a 'no contest' day, DSP student athletes will follow the shared DSP schedule established by both head coaches. A contest in one of the two DSP sports takes priority over practice or workout in the other sport. For these specific days, the student athlete is to report directly to the sport that has a contest unless mutually agreed upon by both head coaches and identified in the shared DSP schedule submitted for approval.

In the event of a DSP contest date conflict, the student-athlete is to attend the contest of his/her major sport unless one sport's contest is a league, conference, or state tournament contest and the other sport's is not. In this case, the student athlete is to attend the league, conference, or state tournament contest which may be the minor sport contest. League, conference, and state tournament contests take precedence over the priority sport choice in this scenario. If both contests are a league, conference, or state tournament contest, the student-athlete will attend the contest of the major sport chosen at the start of the season.

** State tournament contests include events sponsored by the MHSAA, MITCA, or MIHA*

Upon the athletic director's approval, the shared DSP schedule will be communicated via a revised DSP Declaration Form to the student-athlete and parent(s) for review prior to the start of contests.

All exceptions to the DSP guidelines or approved shared DSP schedule require a written mutual agreement between both head coaches and the athletic director. "Written" documentation may include, but is not necessarily limited to, written communications shared via text, other messaging applications, email, or a written statement provided on paper. Without mutual agreement, the exception will not be allowed.

If a conflict arises concerning a DSP guideline or approved shared DSP schedule, and a resolution cannot be mutually agreed upon by the head coaches, student-athlete, and parent(s), the situation must be brought to the attention of the athletic director as soon as possible. In this event, the athletic director will make a final ruling on the issue(s) at hand.

Athletic Trainer Communication with Athlete and Coaches

When available, the athletic trainer will keep in close communication with DSP student athletes and both head coaches as it relates to the overall health and well-being of the DSP athlete.

Discipline

If a DSP student athlete is disciplined for an Athletic Code infraction, the consequence will be applied to both sports in the season of dual participation; for example, a student-athlete is suspended 1/3 of a season for illegal drug use. The suspension will be served in both the primary and secondary sports.

Withdrawal from the Sport

A DSP student-athlete may not withdraw from or quit either sport after the two-week practice window without permission from the head coach(es) involved and the athletic director or administrator. If, after consulting with the student-athlete, the previously stated staff determine the student-athlete's request reasonable and proper the student-athlete may be granted permission to quit one or both sports without penalty.

A DSP student-athlete that quits after the two-week practice limit without the required permission may be suspended from athletic participation in all sports for up to one calendar year from the date of violation.

Facilities and Equipment

Facilities

A student-athlete using any facility, including but not limited to the weight room and gym, must always be under the direct supervision of a coach.

The athletic trainer's room and coaches' offices are off limits to all student-athletes unless they are under the supervision of the athletic trainer or coach.

Equipment

Student-athletes are financially responsible for equipment issued to them during the season. Equipment and uniforms issued to the student athlete is to be worn only for practice or competition, unless given specific permission by the coach of that sport.

If any of the equipment is lost, stolen, or is damaged through neglect or malicious destruction, the student-athlete must pay the athletic department for its replacement cost. At the conclusion of the season, the student athlete will be responsible for returning all equipment in an acceptable condition to the coach (not an office or athletic director) within a time period specified by the coach.

Student-athletes will not be permitted to participate in another sport until equipment/uniform from the previous sport is turned in. If the student-athlete is a senior, the final transcript and diploma may be held until the equipment/uniform is turned in, paid for, or replaced.

A student-athlete will be financially responsible for acts of vandalism of athletic equipment or facilities at home or away locations.

Transportation

School Transportation

Britton Deerfield Schools provides transportation whenever possible to all athletic events.

'Drop Only' Events

Return transportation to Britton Deerfield is not provided for weekday athletic trips (football contests are excluded). These trips will require an athlete's parent (or parent designated adult) to pick the athlete up at the away site. Britton Deerfield does not provide transportation to any athletic events on Saturday or Sunday.

On occasion, athletes traveling home after events may also ride with an adult (other than a parent), if prior arrangements have been made with the coach and a parental note has been received and signed ahead of time by the athletic director. Student-athletes may not transport themselves to or from an away contest without written permission from a parent and pre-approval from a school administrator.

Personal Transportation

The use of a coach's personal vehicle to transport student-athletes is strictly forbidden without prior consent of a school administrator. A copy of a valid driver's license and current proof of insurance must be on file with the district.

Injuries and Medical Care

All injuries or serious illnesses must be reported to the coach and/or athletic trainer promptly. The coach, athletic trainer, and/or student-athlete will notify the parents of an injury.

Licensed athletic trainers work under the authority of a designated physician. Britton Deerfield Schools may have an appointed an athletic trainer to deliver athletic health care to our student-athletes. These professionals serve under obligation to student-athlete welfare, policies and procedures have been trained to deliver the best possible health care.

- Student-athletes must report sport specific injuries/illnesses to the athletic trainer. As appropriate, the athletic trainer will communicate directly with parents/guardians in a timely manner regarding care rendered and future treatment recommendations. Federal privacy laws regarding the disclosure of health information apply (HIPPA).
- If a student-athlete is seen by a physician, a physician's assistant (PA), or certified nurse practitioner (CNP), for an injury or illness, they are required to obtain and present a clearance note to the athletic trainer. The note must be signed by a medical professional (not a nurse or other surrogate), state the diagnosis, list any restrictions or limitations, and indicate the date the student-athlete may safely return to practice or competition.
- For the well-being of the student-athlete, the athletic trainer may consult with the student-athlete's licensed medical professional regarding return to play.

MHSAA Rule Infractions Resulting in Ineligibility

The following represent a few of the commonly misunderstood MHSAA rules that will result in eligibility.

The period of ineligibility will be dictated by current MHSAA rules.

- A student-athlete's amateur status can be jeopardized if a student or family member receives money or valuables for participation in sports sponsored by Britton Deerfield Schools.
- A student-athlete who plays a sport concurrently for a team other than a Britton Deerfield athletic team, may be considered ineligible.
- A student-athlete who receives an award for participation in athletics that exceeds \$40 in value will become ineligible.

It is the student athlete's (and his/her parent's) responsibility to consult with the athletic director on any matter concerning MHSAA regulations or potential violations before participating in any athletic activity. For more information regarding these and other MHSAA rules and regulations go to www.mhsaa.com.

Awards

A student-athlete will receive a maximum of one varsity letter 'BD' while participating as a high school student-athlete.

Only members of a team finishing the season 'in good standing' will receive any type of award or recognition (certificate or letter). The head coach, in consultation with the athletic director, will determine the status of 'in good standing'. A student athlete must attend the sports banquet in order to receive any award unless a prearranged absence has been approved by the coach.

As a Britton Deerfield student athlete, it is expected that all school athletic events and competitions will be prioritized over other extracurricular activities such as club teams, travel teams, 4H, etc. Failure to participate with outside organizations before Britton Deerfield Teams will result in a student athlete forfeiting eligibility for post season awards including team awards, All-League Awards, All-County Awards, District, and All State.

Award values must not exceed a total of \$40 as per MHSAA guidelines.

TCC Scholar-Athlete Recognition

Sophomores, juniors, and seniors participating on a varsity team in a league sponsored sport who achieve a 3.5 cumulative GPA will receive a TCC Scholar-Athlete Certificate at the end of that sport season.

Appeal Process

Any suspension of a student-athlete from practice(s) or competition(s) because of a violation of the rules may appeal the decision by following these steps:

1. Set up a meeting with the coach involved.
2. If the complainant is not satisfied with the coach's decision, he/she may request a meeting to appeal to the athletic director.
3. If the complainant is not satisfied with the athletic director's decision, he/she may request a meeting to appeal to the principal.
4. If the complainant is not satisfied with the principal's decision, he/she may request a meeting to appeal to the Superintendent. All decisions of the Superintendent are final and may not be appealed to the Board of Education.

Appendix H: Major/Minor Dual Sports Participation Form

Britton Deerfield High School

Athletic Director: Erik Johnson

Major/Minor Dual Sports Participation Form

Name of Student Athlete: _____

Date: _____

Major Sport: _____ Minor Sport: _____

Provisions of the Agreement Include:

1. Any athletic contest takes place over an athletic practice.
2. Athletic contests in the major sport take precedent over contests in the minor sport.
3. The provisions in the Athletic Conduct Code regarding quitting a sport as it relates to the participation in another sport in the same season apply.

The undersigned indicate that the agreement is acceptable.

Student Athlete Date

Coach/Major Sport Date

Parent/Guardian Date

Coach/Minor Sport Date

Athletic Director Date

Appendix I: Understanding Concussion

Educational Material for Parents and Students (Content from MDHHS Requirements)

Source: Michigan Dept. of Health and Human Services. Created through a grant to the CDC Foundation from NIOSH.

UNDERSTANDING CONCUSSION

Some Common Symptoms

Headache	Balance Problems	Sensitive to Noise	Poor Concentration	Not "Feeling Right"
Pressure in the Head	Double Vision	Sluggishness	Memory Problems	Feeling Irritable
Nausea/Vomiting	Blurry Vision	Haziness	Confusion	Slow Reaction Time
Dizziness	Sensitive to Light	Fogginess	"Feeling Down"	Sleep Problems
		Grogginess	Lost Consciousness	

WHAT IS A CONCUSSION?

A concussion is a type of traumatic brain injury that changes the way the brain normally works. A concussion is caused by a fall, bump, blow, or jolt to the head or body that causes the head and brain to move quickly back and forth. A concussion can be caused by a shaking, spinning or a sudden stopping and starting of the head. Even a "ding," "getting your bell rung," or what seems to be a mild bump or blow to the head can be serious. A concussion can happen even if you haven't been knocked out.

You can't see a concussion. Signs and symptoms of concussions can show up right after the injury or may not appear or be noticed until days or weeks after the injury. If the student reports any symptoms of a concussion, or if you notice symptoms yourself, seek medical attention right away. A student who may have had a concussion should not return to play on the day of the injury and until a health care professional says they are okay to return to play.

IF YOU SUSPECT A CONCUSSION:

- SEEK MEDICAL ATTENTION RIGHT AWAY – DON'T HIDE IT, REPORT IT.** Playing or practicing with concussion symptoms is dangerous and can lead to a longer recovery. A health care professional will be able to decide how serious the concussion is and when it is safe for the student to return to regular activities, including sports. Ignoring symptoms and trying to "tough it out" often makes it worse.
- KEEP YOUR STUDENT OUT OF PLAY –** Concussions take time to heal. Don't let the student return to play the day of injury and until a health care professional says it's okay. A student, who returns to play too soon, while the brain is still healing, risks a greater chance of having a second concussion. Young children and teens are more likely to get a concussion and take longer to recover than adults. Repeat or second concussions increase the time it takes to recover and can be very serious. They can cause permanent brain damage, affecting the student for a lifetime. They can be fatal. It is better to miss one game than the whole season.
- TELL THE SCHOOL ABOUT ANY PREVIOUS CONCUSSION –** Schools should know if a student had a previous concussion. A student's school may not know about a concussion received in another sport or activity unless you notify them.

SIGNS OBSERVED BY PARENTS:

- Appears dazed or stunned
- Is confused about assignment or position
- Forgets an instruction
- Can't recall events prior to or after a hit or fall
- Is unsure of game, score, or opponent
- Moves clumsily
- Answers questions slowly
- Loses consciousness (even briefly)
- Shows mood, behavior, or personality changes

CONCUSSION DANGER SIGNS:

In rare cases, a dangerous blood clot may form on the brain in a person with a concussion and crowd the brain against the skull. A student should receive immediate medical attention if after a bump, blow, or jolt to the head or body s/he exhibits any of the following danger signs:

- One pupil larger than the other
- Is drowsy or cannot be awakened
- A headache that gets worse
- Weakness, numbness, or decreased coordination
- Repeated vomiting or nausea
- Slurred speech
- Convulsions or seizures
- Cannot recognize people/places
- Becomes increasingly confused, restless or agitated
- Has unusual behavior
- Loses consciousness (even a brief loss of consciousness should be taken seriously.)

HOW TO RESPOND TO A REPORT OF A CONCUSSION:

If a student reports one or more symptoms of a concussion after a bump, blow, or jolt to the head or body, s/he must be kept out of athletic activity the day of the injury. The student shall only return to activity (practice, scrimmage or competition) with written unconditional permission from an MD, DO, Physician's Assistant or Nurse Practitioner. During recovery, rest is key. Exercising or activities that involve a lot of concentration (such as studying, working on the computer, or playing video games) may cause concussion symptoms to reappear or get worse. Students who return to school after a concussion may need to spend fewer hours at school, take rests breaks, be given extra help and time, spend less time reading, writing or on a computer. After a concussion, returning to sports and school is a gradual process that should be monitored by a health care professional.

Remember: Concussion affects people differently. While most students with a concussion recover quickly and fully, some will have symptoms that last for days, or even weeks. A more serious concussion can last for months or longer.

To learn more, go to www.cdc.gov/concussion.

Concussion Risk: Statistics & Acknowledgment Form (May 2016)

Parent and Student Must Sign Consent & Waiver on MHSAA Physical Form Acknowledging Awareness

Return to Activity & Post-Concussion Consent Form



RETURN TO ACTIVITY & POST-CONCUSSION CONSENT FORM

This form is to be used after an athlete is removed from and not returned to activity after exhibiting concussion symptoms. MHSAA rules require 1) Unconditional written authorization from a physician (MD/DO/Physician's Assistant/Nurse Practitioner), and 2) Consent from the student and parent/guardian. **Both Sections 1 & 2 of this form must be completed prior to a return to activity. This form must be kept on file at the school and emailed to Concussion@MHSAA.com or faxed to 517-332-4071.**

Student: _____ School: _____

Event/Sport: _____ Date of Injury: _____

1. Action of M.D., D.O., Physician's Assistant or Nurse Practitioner

- The clearance must be in writing and must be unconditional.** It is not sufficient that the M.D., D.O., Physician's Assistant or Nurse Practitioner has approved the student to begin a return-to-activity progression. The medical examiner must approve the student's return to unrestricted activity.
- Individual schools, districts and leagues may have more stringent requirements and protocols including but not limited to mandatory periods of inactivity, screening and post-concussion testing prior to or after the written clearance for return to activity.
- A school or health care facility may use a locally created form for this portion of the return-to-activity protocol, provided it complies with MHSAA regulations. (See MHSAA Protocol.)

I have examined the above named student-athlete following this episode and determined the following: _____

☐

Permission is granted for the athlete to return to activity (may not return to practice or competition on the same day as the injury).

SIGNATURE (must be MD or DO or PA or NP – circle one)

DATE: _____

Examiner's Name (Printed): _____

2. Post-Concussion Consent from Student and Parent/Guardian.

- I am fully informed concerning, and knowingly and voluntarily consent to, my/my child's immediate return to participation in athletic activities; I understand, appreciate, acknowledge, and assume the risks associated with such return to activity, including but not limited to concussions, and agree to comply with all relevant protocols established by my/my child's school and/or the MHSAA; and my child has been evaluated by, and has received written clearance to return to activity from an M.D., D.O., Physician's Assistant or Nurse Practitioner.
- In consideration of my/my child's continued participation in MHSAA-sponsored athletics, I/we do hereby waive any and all claims, suits, losses, actions, or causes of action against the MHSAA, its members, officers, representatives, committee members, employees, agents, attorneys, insurers, volunteers, and affiliates based on any injury to me, my child, or any person, whether because of inherent risk, accident, negligence, or otherwise, during or arising in any way from my/my child's participation in an MHSAA-sponsored sport.
- I/we consent to the disclosure to appropriate persons, consistent with HIPAA and FERPA, of the treating medical examiner's written statement.

Student's Signature (Required): _____ Date: _____

*Parent/Guardian's Name _____ *Parent/Guardian's Signature: _____

*Required if student is less than 18 years of age.

SEE REVERSE FOR OTHER CONCUSSION RELATED INFORMATION INCLUDING INSURANCE
THIS FORM SHOULD BE KEPT ON FILE AT THE SCHOOL FOR SEVEN YEARS FOLLOWING THE
STUDENT'S HIGH SCHOOL GRADUATION. Print Year of HS Graduation:

SCHOOL CONCUSSION REPORTING

Schools must report concussion events online while logged into MHSAA.com. Report any concussion event at all levels of all MHSAA sports where a student is withheld from activity. This is a separate process from the Return to Activity and Post Concussion Consent Form on the reverse side.

MHSAA CONCUSSION CARE INSURANCE

The Michigan High School Athletic Association is providing athletic participants at each MHSAA member junior high/middle school and high school with additional insurance that is intended to pay accident medical expense benefits resulting from a suspected concussion. The injury must be sustained while the athlete is participating in-season at an MHSAA covered activity. Policy limit is \$25,000 for each accident. Covered students, sports and situations follow the catastrophic accident medical insurance.

This new program intends to assure that all eligible student-athletes in MHSAA member schools in grades 6 through 12, male and female, in all levels of all sports under the jurisdiction of the MHSAA, receive prompt and professional attention for head injury events even if the child is uninsured or under-insured. Accident medical deductibles and co-pays left unpaid by other policies are reimbursed under this program to the limits of the policy.

The Concussion Care Insurance corresponds with the MHSAA Catastrophic Accident Medical Insurance Policy which pays up to \$1,000,000 for medical expenses left unpaid by other insurance after a deductible of \$25,000 per claim in paid medical expenses has been met. All students enrolled in grades 6 through 12 at MHSAA member schools who are eligible under MHSAA rules and participating in practices or competition in sports under the MHSAA's jurisdiction are covered by this policy for injuries related to their athletic participation.

CONCUSSION INSURANCE CLAIMS ADMINISTRATOR ADDITIONAL INFORMATION

Contact for Claims:

Cheryl Walsh

Mutual of Omaha

3300 Mutual of Omaha Plaza

Omaha, NE 68175

Email: cheryl.walsh@mutualofomaha.com

Phone: (402) 351-5325 | Fax: (402) 351-4732

Claim Forms can be found on MHSAA.com, Health & Safety (upper right corner).

See Concussion Insurance Benefits Information and Forms

Appendix J: Athlete Release Form

The Britton Deerfield Junior/Senior High School Athletic Program is made up of the following sports: baseball, basketball, bowling (club), cross country, football, golf, softball, track & field, and volleyball.

Authorization of Consent to Participate

I am aware that playing or practicing to play can be a dangerous activity involving MANY RISKS OF INJURY. I understand the dangers and risks of playing or practicing to play in the above sports and clubs include, but are not limited to, death, serious neck or spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to internal organs, serious injury to bones, joints, ligaments, muscles, tendons and other aspects of the muscular skeletal system and serious injury or impairment to other aspects of my body and general health. I understand the dangers and risks of playing or practicing to play in any sport or club may result not only in serious injury, but serious impairment of my future abilities to earn a living and/or generally enjoy daily life.

I specifically acknowledge that football, basketball, baseball and softball are considered VIOLENT CONTACT SPORTS involving even greater risks of injury than other sports.

Agreement to Obey Instruction

Because of the dangers of participating in sports, I recognize the importance of following coaches' instructions regarding playing techniques, training, and other team rules, etc. Because of this, I agree to follow instructions given to me during play or practice to play.

Assumption of Risk/Release/Agreement to Hold Harmless

In consideration of Britton Deerfield Schools permitting my son/daughter to participate in the Britton Deerfield Jr. /Sr. High School Program and to engage in all activities related to the team, including but not limited to, trying out, practicing or playing in that sport, I hereby assume all the risks associated with participating and agree to hold Britton Deerfield Schools, its agents, employees, representatives, coaches and volunteers harmless from any and all liability, actions, causes of action, debts, claims or demands of any kind or nature which may arise by or in connection with his/her participation in any activities related to the Britton Deerfield Schools.

The terms hereof serve as a release and assumption of risk for my heirs, estate, executor, assignees and for all members of my family.

Insurance Statement

I understand the Britton Deerfield Board of Education carries a broad program of blanket accident coverage for all student athletes at Britton Deerfield Schools. **This program will cover medical bills incurred due to an accident within one year from the date of the accident** to any athlete while participating in any school sponsored and supervised activity. Payment of all bills incurred on accidents is made ONLY IN EXCESS of any and ALL other family or employee group insurance plan that must contribute to its maximum before the coverage has liability. If no insurance plan is available, this plan will pay the medical expenses incurred to the limits stated in the policy (\$200.00 maximum on physical therapy). It is the parent/guardian's responsibility to check with the administration for a detailed outline of this insurance plan, as there are coverage limitations.

Appendix K: Athlete Code Verification Form

I have read the Britton Deerfield Schools ATHLETIC CODE as presented and agree to the terms and conditions.

I agree with these rules and regulations as set forth in the Athletic Code and those of the Michigan High School Athletic Association.

Student Athlete Signature

Date

Parent/Guardian Signature

Date

Appendix L: Athlete Emergency Procedure Form
(Please Use Ink)

Athlete's Name _____ Grade _____

Address _____ Telephone _____

City, State, Zip _____ Birth Date _____

Parent/Guardian

Father Mother

In Case of Emergency Home/Cell Telephone Work Telephone

Father _____

Mother _____

1st Alternate _____
(name) (home or cell #)

2nd Alternate _____
(name) (home or cell #)

Family Doctor _____
(name) (office #)

Hospital Preference _____

Medical Insurance Carrier _____ **Policy Number** _____

List any known chronic illness (e.g. diabetes, epilepsy, etc.).

Special Instructions _____

If the parents and authorized physician named above cannot be reached at the time of an emergency, and if immediate observation or treatment is urgent in the judgement of the school authorities, do you authorize and direct the school authorities to send the child (properly accompanied) to receive emergency medical treatment?

_____ yes _____ no

Parent Signature _____ **Date** _____

Appendix M: Athletic Transportation Parent Sign-Out Permission Form

Date _____ Name of Athletic Contest/Event _____

I, _____ authorize the person(s) listed below to sign-out
(Parent/Guardian)

(Print Your Child's Name)

from a Britton Deerfield Schools athletic contest/district event when I am unable to be there to pick them up.

I understand and confirm the designated person(s) listed below is/are an adult age (18 years and older) and **are not** current students at Britton Deerfield Schools.

Printed Name of Authorized Adults

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

APPENDIX N: SEXUAL HARASSMENT AND SEXUAL ASSAULT INFORMATION GUIDE

Consistent with Policy 3115, the District prohibits unlawful sex discrimination, including harassment and retaliation, in any of its education programs or activities in accordance with Title IX of the Education Amendments of 1972 and its implementing regulations.

This Policy addresses allegations of Title IX sexual harassment that occurred on or after August 14, 2020 unless the District previously investigated the allegations under a different policy pursuant to the now-vacated Title IX 2024 regulations. Allegations of discrimination, harassment, or retaliation not covered by this Policy should be addressed under the District's applicable non-discrimination or anti-harassment policies. Allegations alleging both Title IX sexual harassment and other forms of Unlawful Discrimination and Unlawful Harassment (e.g., race, age, disability) that cannot be reasonably separated into distinct complaints should be investigated under this Policy. Complaints that include allegations of Title IX sexual harassment may be investigated under this Policy or bifurcated and investigated pursuant to the applicable Grievance Procedure under Policies 3115-3115H. Investigating other forms of discrimination, including harassment and retaliation, pursuant to this Policy will fulfill the District's investigation requirements under Policies 3115-3115H, 4104, and 5202, but nothing in this paragraph limits the District's right to determine at any time that a non-Title IX allegation should be addressed under Policies 3115-3115H, 4104 or 5202 or any other applicable Policy.

The Board directs the Superintendent or designee to designate one or more employees who meet the training requirements in Section M of this Policy to serve as the District's Title IX Coordinator(s). The Title IX Coordinator will designate an Investigator, Decision-Maker, and Appeals Officer, if applicable, for each Formal Complaint made under this Policy. If a Formal Complaint is made under this Policy against the Title IX Coordinator, the Board President will designate the persons who will serve as the Investigator, Decision-Maker, and Appeals Officer and will work with District administrators to ensure that all other requirements of this Policy are met.

The Investigator, Decision-Maker, Appeals Officer, and Informal Resolution Facilitator cannot be the same person on a specific matter, and the persons designated to serve in those roles may or may not be District employees. Any person serving as the Investigator, Decision-Maker, Appeals Officer, or Informal Resolution Facilitator must meet the training requirements in Section M of this Policy.

Inquiries about Title IX's application to a particular situation may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

Definitions

For purposes of this Policy only, the below terms are defined as follows:

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

a District employee conditioning the provision of a District aid, benefit, or service on a person's participation in unwelcome sexual conduct;

unwelcome conduct that a reasonable person would determine to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the District's education program or activity; or

"Sexual assault" as defined in 20 USC 1092(f)(6)(A)(v), "dating violence" as defined in 34 USC 12291(a)(10), "domestic violence" as defined in 34 USC 12291(a)(8), or "stalking" as defined in 34 USC 12291(a)(30).

"Sexual assault" is an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation. It includes unlawful sexual intercourse (including incest and statutory rape) and any sexual act, including rape, sodomy, sexual assault with an object, or criminal sexual contact, directed against another person without the consent of that person, including when that person is incapable of giving consent.

Rape: (Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

Sodomy: Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

Sexual Assault With an Object: To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

Criminal Sexual Contact: The (1) intentional touching of the victim's clothed or unclothed body parts without the consent of the victim for the purpose of sexual degradation, sexual gratification, or sexual humiliation; or (2) the forced touching by the victim of the actor's clothed or unclothed body parts without the victim's consent for the purpose of sexual degradation, sexual gratification, or sexual humiliation. This offense includes instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

Incest: Nonforcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.

Statutory Rape: Nonforcible sexual intercourse with a person who is under the statutory age of consent.

“Dating violence” means violence committed by a person who is or has been in a romantic or intimate relationship with the Complainant. The existence of such a relationship is based on a consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship.

“Domestic violence” means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the Complainant, person with whom the Complainant shares a child, person who is cohabitating with or has cohabitated with the Complainant as a spouse or intimate partner, person similarly situated to a spouse of the Complainant under the domestic or family violence laws of Michigan; or any other person against an adult or youth Complainant who is protected from that person’s acts under the domestic or family violence laws of Michigan.

“Stalking” means engaging in a course of conduct directed at a specific person that would cause a reasonable person to (1) fear for the person’s safety or the safety of others; or (2) suffer substantial emotional distress.

“Actual Knowledge” means notice of sexual harassment or allegations of sexual harassment to the District’s Title IX Coordinator or any District employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only District employee with actual knowledge is the Respondent.

“Appeals Officer” is the person designated by the District to decide appeals of a dismissal or determination of responsibility for matters investigated under this Policy. The Appeals Officer may not be the same person as the Investigator, Title IX Coordinator, Decision-Maker, or person designated to facilitate an informal resolution process on a specific matter.

“Complainant” is a person who is alleged to be the victim of conduct that could constitute Title IX sexual harassment.

“Consent” means a voluntary agreement to engage in sexual activity by a person legally capable of consenting. Someone who is incapacitated cannot consent. Past consent does not imply future consent. Silence or an absence of resistance does not imply consent. Consent to engage in sexual activity with one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

“Day,” unless otherwise indicated, means a day that the District’s central office is open for business.

“Decision-Maker” is the person designated by the District to review the investigation report and provide a written determination of responsibility that provides the evidentiary basis for the Decision-Maker’s conclusions. The Decision-Maker may not be the same person as the Investigator, Title IX Coordinator, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter.

“Education Program or Activity” means any location, event, or circumstance over which the District exercised substantial control over both the Respondent and the context in which the harassment occurred.

“Formal Complaint” means a written document or electronic submission signed and filed by a Complainant or signed by the Title IX Coordinator alleging sexual harassment against a Respondent and requesting that the District investigate the sexual harassment allegation.

“Grievance Process” is the process by which the District investigates and determines responsibility for Formal Complaints.

“Investigator” is the person designated by the District to investigate a Title IX Formal Complaint. The Investigator cannot be the same person as the Decision-Maker, Appeals Officer, or person designated to facilitate an informal resolution process on a specific matter. The Title IX Coordinator may serve as the Investigator on a particular investigation, unless the Title IX Coordinator has a conflict of interest or bias.

“Report” means an account of alleged Title IX sexual harassment made by any person (regardless of whether the reporting party is the alleged victim).

“Respondent” is a person who has been reported to be the perpetrator of conduct that could constitute Title IX sexual harassment.

“Supportive Measures” are non-disciplinary, non-punitive, individualized supports offered and implemented by the Title IX Coordinator as appropriate, as reasonably available, and at no-cost to the Complainant and the Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed. Supportive measures are designed to restore or preserve equal access to the District’s education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the District’s educational environment, or deter sexual harassment.

“Title IX Coordinator” is the person(s) designated by the District to coordinate the District’s Title IX compliance. The Title IX Coordinator may not be the same person as the Appeals Officer or Decision-Maker on any matter. A person not serving as a Title IX Coordinator in a particular matter is not disqualified from serving in another role in that matter. The Title IX Coordinator may also serve as the Investigator or person designated to facilitate an informal resolution process on a particular investigation, unless the Title IX Coordinator signed the Formal Complaint.

Posting Requirement

The Title IX Coordinator’s contact information (name or title, office address, electronic mail address, and telephone number), along with the District’s Title IX nondiscrimination statement, must be prominently posted on the District’s website and in any catalogs or handbooks provided to applicants for admission or employment, students, parents/guardians, and unions or professional organizations with a collective bargaining or professional agreement with the District.

The District will provide notice of this Policy to all applicants, students, parents/guardians, employees, and unions or professional organizations with a collective bargaining or professional agreement with the District by prominently posting this Policy on its website and referencing this Policy in its handbooks, which will include the Title IX Coordinator's name or title, office address, electronic mail address, and telephone number.

Designation of Title IX Coordinator

All Coordinators, including the Title IX Coordinator, are identified in Policy 3115B.

Reporting Title IX Sexual Harassment:

A person may make a report of sexual harassment or retaliation at any time. Reports may be made in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that result in the Title IX Coordinator receiving the person's verbal or written report.

Any District employee who receives a report of sexual harassment or has actual knowledge of possible sexual harassment must convey that information to the Title IX Coordinator by the end of the next day.

Any other person who witnesses an act of sexual harassment is encouraged to report it to a District employee and may do so anonymously. No person will be retaliated against based on any report of suspected sexual harassment or retaliation.

General Response to Sexual Harassment

District's Obligation to Respond without Deliberate Indifference

Upon actual knowledge of Title IX sexual harassment, the Title IX Coordinator must respond promptly in a manner that is not deliberately indifferent. The District will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.

If the Title IX Coordinator receives a report of sexual harassment and the Complainant does not file a Formal Complaint, the Title IX Coordinator must evaluate the information and determine whether to sign and file a Formal Complaint. If the Title IX Coordinator determines not to sign and file a Formal Complaint, the Title IX Coordinator must address the allegations in a manner that is not deliberately indifferent.

Response to Report of Title IX Sexual Harassment

Upon receipt of a report of sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, consider the Complainant's wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a Formal Complaint, and explain to the Complainant the process for filing a Formal Complaint.

Formal Complaint Filed

Upon the receipt of a Formal Complaint, the District must follow the Grievance Process in Section F of this Policy. A Formal Complaint may be submitted using a designated Title IX Sexual Harassment Formal Complaint Form.

Equitable Treatment

The District will treat the Complainant and Respondent equitably throughout the Grievance Process, which may include offering supportive measures as described in Subsection E(6) of this Policy.

Documentation and Recordkeeping

The Title IX Coordinator will document all sexual harassment reports and all incidents of sexual harassment that the Title IX Coordinator receives or personally observes.

The District will retain this documentation in accordance with applicable record retention requirements in Section N of this Policy.

Supportive Measures

After receiving a report of Title IX sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

The District may provide, as appropriate, non-disciplinary, non-punitive individualized services to the Complainant or Respondent before or after the filing of a Formal Complaint or when no Formal Complaint has been filed.

Supportive measures should be designed to restore or preserve equal access to the District's education program or activity without unreasonably burdening the other party.

Supportive measures are offered without charge and are designed to protect the safety of all parties or the District's educational environment, or deter sexual harassment.

Supportive measures may include, but are not limited to:

District-provided counseling;

course-related adjustments, such as deadline extensions;

modifications to class or work schedules;

provision of an escort to ensure that the Complainant and Respondent can safely attend classes and school activities; and

no-contact orders.

All supportive measures must be kept confidential, to the extent that maintaining such confidentiality would not impair the District's ability to provide the supportive measures.

Respondent Removal

Emergency Removal (Student)

The District may only remove a student Respondent from a District program or activity if, following an individualized safety and risk analysis, the District determines that there is an immediate threat to the physical health or safety of any student or other person arising from the sexual harassment allegations. The District must provide the Respondent with notice and an opportunity to immediately challenge the removal decision. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

Administrative Leave (Employee)

The District may place an employee Respondent on non-disciplinary administrative leave during the pendency of the Grievance Process. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

Law Enforcement

In appropriate circumstances, a District employee will notify law enforcement or Child Protective Services, consistent with Policies 4202, 5201, and 5701.

The District will attempt to comply with all law enforcement requests for cooperation with related law enforcement activity. In some circumstances, compliance with law enforcement requests may require the District to briefly suspend or delay its investigation. If an investigation is delayed, the District will notify the parties in writing of the delay and the reasons for the delay.

If the District's investigation is suspended or delayed, supportive measures will continue during the suspension or delay. If the law enforcement agency does not notify the District within 10 days that the District's investigation may resume, the District will notify the law enforcement agency that the District intends to promptly resume its investigation.

Grievance Process

Generally

The Grievance Process begins when a Formal Complaint is filed or when the Title IX Coordinator signs a Formal Complaint and concludes the date the parties receive the Appeals Officer's written decision or the date on which an appeal is no longer timely. The District will endeavor to complete the Grievance Process within 90-120 days, absent extenuating circumstances or delays as described below. The District will treat both the Complainant and the Respondent equitably throughout the Grievance Process.

Neither the Title IX Coordinator, the Decision-Maker, the Investigator, Appeals Officer, nor any person designated to facilitate an informal resolution process will have a conflict of interest or bias for or against Complainants or Respondents generally or for or against an individual Complainant or Respondent.

The Grievance Process requires an objective evaluation of all relevant evidence – including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person’s status as a Complainant, Respondent, or witness.

Throughout the Grievance Process, there is a presumption that the Respondent is not responsible for the alleged conduct unless, in the determination of responsibility, the Decision-Maker finds the Respondent responsible for the alleged conduct.

At any point, the Title IX Coordinator, Investigator, Decision-Maker, or Appeals Officer may temporarily delay the Grievance Process or permit a limited extension of time frames for good cause. Good cause may include, but is not limited to, absence of a party, party’s advisor, or witness; concurrent law enforcement activity; or the need for accommodations (e.g., language assistance or accommodation of disabilities). If there is a delay or extension, the parties will receive written notice of the delay or extension and the reasons for the action.

Any disciplinary action resulting from the Grievance Process will be issued in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

After the investigation portion of the Grievance Process has concluded, the Decision-Maker will endeavor to issue a determination of responsibility within 30 days, absent extenuating circumstances.

Notice of Allegations

Upon receipt of a Formal Complaint, the District must provide written notice to the parties who are known at the time that includes:

- a copy of this Policy, which includes the District’s Grievance Process, and any informal resolution process;

- the sexual harassment allegations, including sufficient details known at the time and with sufficient time so that parties may prepare a response before the initial interview. Sufficient details include parties involved in the incident, if known; the alleged conduct constituting sexual harassment; and the date and time of the alleged incident;

- a statement that the Respondent is presumed not responsible for the alleged conduct;

- a statement that a determination of responsibility is made at the Grievance Process’s conclusion;

- a statement that the parties may have an advisor of their choice, who may be an attorney, although any attorney or advisor who is not a District employee will be at the party’s own cost;

a statement that the parties will be provided an opportunity to inspect and review any evidence before the investigation report is finalized; and

if the Complainant or Respondent is a student, and the District's Student Code of Conduct addresses false statements by students during an investigation or the disciplinary process, a citation to that portion of the Code of Conduct. If, during the course of an investigation, the Investigator decides to investigate allegations that are not included in the initial notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

Informal Resolution

During the Grievance Process, *after* a Formal Complaint has been filed but before a determination of responsibility has been made, the District may offer to facilitate an informal resolution process, or either party may request the informal resolution process. A Formal Complaint must be filed to initiate the informal resolution process.

Informal resolution does not require a full investigation and may encompass a broad range of conflict resolution strategies, including, but not limited to, arbitration, mediation, or restorative justice. The Title IX Coordinator will determine the informal resolution process that will be used, including the person who will facilitate that process.

Informal resolution is not available for a Formal Complaint alleging that an employee sexually harassed a student.

A party is not required to participate in an informal resolution process.

When offering informal resolution, the Title IX Coordinator must (1) provide both parties written notice of their rights in an informal resolution; and (2) obtain written, voluntary consent from both parties to enter into the informal resolution process. The written notice must contain the:

allegations;

informal resolution requirements, including the circumstances under which the informal resolution precludes the parties from resuming a Formal Complaint arising from the same allegations;

right to withdraw from informal resolution and resume the Grievance Process at any time prior to a final resolution; and

any consequences resulting from participating in the informal resolution process, including the records that will be maintained or that could be disclosed.

Investigation

The District has the burden of proof and the burden to gather evidence sufficient to reach a determination of responsibility.

Investigation Process

The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege unless the person holding the privilege has waived the privilege in writing.

The District may not access, consider, disclose, or otherwise use a party's medical records, including mental health records, which are made and maintained by a healthcare provider in connection with the party's treatment unless the District obtains that party's voluntary, written consent to do so for the Grievance Process.

The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory or exculpatory evidence. The Investigator cannot restrict parties from discussing the allegations under investigation, nor can the Investigator restrict parties from gathering or presenting relevant evidence.

Parties may be accompanied by an advisor of their choice, including an attorney, during the Grievance Procedure. If a party chooses an advisor who is not a District employee, the District is not responsible for any associated costs. The Investigator or Title IX Coordinator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties (e.g., abusive, disruptive behavior or language will not be tolerated; advisor will not interrupt the investigator to ask questions of witnesses).

The Investigator must provide the date, time, location, participants, and purpose of all hearings (if any), investigative interviews, and meetings, to a party whose participation is invited or expected. Written notice must be provided a sufficient time in advance so that a party may prepare to participate.

As described in Section L of this Policy, retaliation against a person for making a complaint or participating in an investigation is prohibited.

The Investigator must ensure that the Complainant and Respondent have an equal opportunity to inspect and review any evidence obtained as part of the investigation so that each party has the opportunity to meaningfully respond to the evidence before the investigation's conclusion. This evidence includes (1) evidence upon which the District does not intend to rely in reaching a determination regarding responsibility, and (2) inculpatory or exculpatory evidence obtained from any source.

Before the investigation's completion, the Investigator must send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties must have at least 10 calendar days to submit a written response to the Investigator. The party's response must be considered by the Investigator before completing the final investigation report.

Investigation Report

The Investigator must create an investigation report that fairly summarizes relevant evidence and submit the investigation report to the Decision-Maker.

At least 10 calendar days before a determination of responsibility is issued, the Investigator must send the investigation report to each party for review and written response. Written responses to the investigation report must be submitted directly to the Decision-Maker.

The Investigator will endeavor to complete the investigation and finalize the report within 60 days.

Determination of Responsibility

The Decision-Maker cannot be the same person as the Title IX Coordinator, Investigator, Appeals Officer, or person designated to facilitate an informal resolution process.

Before the Decision-Maker reaches a determination of responsibility, and after the Investigator has sent the investigation report to the parties, the Decision-Maker must:

afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness; and

provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the Complainant's sexual predisposition or prior sexual behavior are not relevant unless offered to prove that someone other than the Respondent committed the alleged misconduct, or the questions and evidence concern specific incidents of the Complainant's prior sexual behavior with respect to the Respondent and are offered to prove consent.

If the Decision-Maker decides to exclude questions from either party as not relevant, the Decision-Maker must explain the decision to the party proposing the questions.

The Decision-Maker must issue a written determination of responsibility based on a preponderance of the evidence standard (i.e., more likely than not) simultaneously to both parties. The written determination of responsibility must include:

identification of the sexual harassment allegations;

description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:

notification to the parties;

party and witness interviews;

site visits;

methods used to collect evidence; and

hearings held.

factual findings that support the determination;

conclusions about the application of any relevant code of conduct, policy, law, or rule to the facts;

a statement of, and rationale for, the result as to each allegation, including:

- a determination of responsibility;

- any disciplinary action taken against the Respondent (consistent with Policies 4309, 4407, 4506, 4606, or 5206, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts); and

- whether remedies designed to restore and preserve equal access to the District's education program or activity will be provided to the Complainant.

appeal rights.

Appeals

Notice of the determination of responsibility or dismissal decision must include notice of the parties' appeal rights.

Both parties may appeal a determination of responsibility or the decision to dismiss a Formal Complaint in whole, or in part, for the following reasons only:

- A procedural irregularity that affected the outcome.

- New evidence that was not reasonably available at the time determination of responsibility or dismissal decision was made that could affect the outcome.

- The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent, generally or individually, that affected the outcome.

An appeal must be filed with the Title IX Coordinator within 5 calendar days of the date of the determination of responsibility or dismissal decision.

Upon receipt of an appeal, the Title IX Coordinator will assign an Appeals Officer who will provide both parties with written notice of the appeal and an equal opportunity to submit a written statement in support of, or challenging, the determination or dismissal decision.

The Appeals Officer must provide a written decision describing the result of the appeal and the rationale for the result to both parties simultaneously. The Appeals Officer will endeavor to decide an appeal within 30 days.

The Appeals Officer cannot be the same person who acts as the Title IX Coordinator, Investigator, Decision-Maker, or person designated to facilitate an informal resolution process on the same matter. The Appeals Officer also cannot have a conflict of interest or bias against Complainants and Respondents generally or individually.

The determination of responsibility is final upon the date the parties receive the Appeals Officer's written decision or on the date on which an appeal is no longer timely.

Dismissal

Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

the Formal Complaint's allegations, even if substantiated, would not constitute sexual harassment as defined in this Policy;

the Formal Complaint's allegations did not occur in the District's programs or activities;
or

the Formal Complaint's allegations did not occur in the United States.

Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

the Complainant notifies the Title IX Coordinator in writing that the Complainant wishes to withdraw the Formal Complaint in whole or in part;

the Respondent's enrollment or employment ends; or

specific circumstances prevent the District from gathering evidence sufficient to reach a determination (e.g., several years have passed between alleged misconduct and Formal Complaint filing, Complainant refuses or ceases to cooperate with Grievance Process).

The Title IX Coordinator will promptly and simultaneously notify both parties when a Formal Complaint is dismissed. The notice must include the reasons for mandatory or discretionary dismissal and the right to appeal. Appeal rights are discussed above in Subsection F(6) of this Policy.

Dismissal of a Formal Complaint under this Policy does not excuse or preclude the District from investigating alleged violations of other policy, rule, or law, or from issuing appropriate discipline based on the results of the investigation.

Consolidation of Complaints

The Title IX Coordinator or Investigator may consolidate Formal Complaints where the allegations arise out of the same facts or circumstances. Where a Grievance Process involves more than one Complainant or more than one Respondent, references in this Policy to the singular "party," "Complainant," or "Respondent" include the plural, as applicable.

Remedies and Disciplinary Sanctions

The District will take appropriate and effective measures to promptly remedy the effects of sexual harassment. The Title IX Coordinator is responsible for the effective implementation of any remedies.

Appropriate remedies will be based on the circumstances and may include, but are not limited to:

providing an escort to ensure that the Complainant and Respondent can safely attend classes and school activities;

offering the parties school-based counseling services, as necessary;

providing the parties with academic support services, such as tutoring, as necessary;

rearranging course or work schedules, to the extent practicable, to minimize contact between the Complainant and Respondent;

moving the Complainant's or the Respondent's locker or work space;

issuing a "no contact" directive between the Complainant and Respondent;

providing counseling memoranda with directives or recommendations.

These remedies may also be available to any other student or person who is or was affected by the sexual harassment.

The District will impose disciplinary sanctions consistent with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, or individual employee contracts. Discipline may range from warning or reprimand to termination of employment, or student suspension or expulsion.

After a determination of responsibility, the Title IX Coordinator should consider whether broader remedies are required, which may include, but are not limited to:

assemblies reminding students and staff of their obligations under this Policy and applicable handbooks;

additional staff training;

a climate survey; or

letters to students, staff, and parents/guardians reminding persons of their obligations under this Policy and applicable handbooks.

If the Complainant or Respondent is a student with a disability, the District will convene an IEP or Section 504 Team meeting to determine if additional or different programs, services, accommodations, or supports are required to ensure that the Complainant or Respondent continues to receive a free appropriate public education. Any disciplinary action taken against a Respondent who is a student with a disability must be made in accordance with Policy 5206B and the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act.

False Statements

Any person who knowingly makes a materially false statement in bad faith during a Title IX investigation will be subject to discipline, up to and including discharge or permanent expulsion. A dismissal or determination that the Respondent did not violate this Policy is not sufficient, on its own, to conclude that a person made a materially false statement in bad faith.

Confidentiality

The District will keep confidential the identity of a person who reports sexual harassment or files a Formal Complaint, including parties and witnesses, except as permitted or required by law or to carry out any provision of this Policy, applicable regulations, or laws.

Retaliation

Retaliation (e.g., intimidation, threats, coercion) for the purpose of interfering with a person's rights under Title IX is prohibited. This prohibition applies to retaliation against any person who makes a report, files a Formal Complaint, or participates in, or refuses to participate in a Title IX proceeding. Complaints alleging retaliation may be pursued in accordance with District Policy.

The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this Section.

When processing a report or Formal Complaint of sexual harassment, pursuing discipline for other conduct arising out of the same facts or circumstances constitutes retaliation if done for the purpose of interfering with that person's rights under Title IX.

Any person who engages in retaliation will be disciplined in accordance with District Policy, as applicable, and any applicable codes of conduct, handbooks, collective bargaining agreements, and individual employee contracts.

Training

All District employees must be trained on how to identify and report sexual harassment.

Any person designated as a Title IX Coordinator, Investigator, Decision-Maker, Appeals Officer, or any person who facilitates an informal resolution process must be trained on the following:

the definition of sexual harassment;

the scope of the District's education programs or activities;

how to conduct an investigation and the District's grievance process, including, as applicable, hearings, appeals, and informal resolution processes; and

how to serve impartially, including avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

Investigators must receive training on how to prepare an investigation report as outlined in Subsection F(4)(b) above, including, but not limited to, issues of relevance.

Decision-Makers and Appeals Officers must receive training on issues of evidence and questioning, including, but not limited to, when questions about a Complainant's prior sexual history or disposition are not relevant.

Any materials used to train District employees who act as Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, or who facilitate an informal resolution process must not rely on sex stereotypes and must promote impartial investigations and adjudications of Formal Complaints. These training materials must be posted on the District's website.

Record Keeping

The District will maintain records related to reports of alleged Title IX sexual harassment for a minimum of seven years. This retention requirement applies to investigation records, disciplinary sanctions, remedies, appeals, and records of any action taken, such as supportive measures.

The District will also retain any materials used to train Title IX Coordinators, Investigators, Decision-Makers, Appeals Officers, and any person designated to facilitate an informal resolution process.

Office for Civil Rights

Any person who believes that he or she was the victim of sexual harassment may file a complaint with the Office for Civil Rights (OCR) at any time:

***U.S. Department of Education Office for Civil Rights
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
Denver, CO 80204-3582
Telephone: 303-844-5695
FAX: 303-844-4303; TDD: 800-877-8339
Email: OCR.Denver@ed.gov***

An OCR complaint may be filed before, during, or after filing a Formal Complaint with the District. A person may forego filing a Formal Complaint with the District and instead file a complaint directly with OCR. The District recommends that a person who has been subjected to sexual harassment also file a Formal Complaint with the District to ensure that the District is able to take steps to prevent any further harassment and to discipline the alleged perpetrator, if necessary. OCR does not serve as an appellate body for District decisions under this Policy. An investigation by OCR will occur separately from any District investigation.