



BOARD OF EDUCATION

Regular Meeting and Budget Hearing

June 19, 2017 — 7:00 p.m.

Whitmore Lake High School Media Center



WHITMORE LAKE PUBLIC SCHOOLS BOARD OF EDUCATION

Mission Statement

*Partnering with students, parents, and the community to
provide exceptional, personalized education.*

REGULAR MEETING

Monday, June 19, 2017 – 7:00 p.m.

Whitmore Lake High School Media Center
7430 Whitmore Lake Rd.
Whitmore Lake, MI 48189

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD OF EDUCATION ROLL CALL

APPROVAL OF AGENDA

BUDGET HEARING

The Final Budget recommendations for the 2017 – 2018 school year will be reviewed. See Attachment 7

CALL TO THE PUBLIC

“The meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda.”

BOARD CLARIFICATION

STUDENT COUNCIL

Karolyn Wagner will present the student council report.

CONSENT ITEMS

Approval of minutes from the May 22, 2017 Board of Education Regular Meeting, the May 22, 2017 closed session (to be handed out at the meeting) and the June 12, 2017 Finance Committee Meeting. (Attachment 1)

COMMITTEE REPORTS

COMMUNICATION

The Board will review letters of retirement from Elementary Administrative Assistant, Danielle Baitinger, Elementary School Teachers, Andrea Gustafson and Deborah Moran, and Elementary Title 1 Paraprofessional, Deborah Carr-Holtz who will retire at the end of the 2016-17 school year. The board will also review letters of resignation from the following staff members: Meredith Lynn, Jaylon Sims, Jenny Phillips and Rebecca Knight. (Attachment 2)

OLD BUSINESS

NEOLA

NEOLA Policy 8321 – Criminal Justice Information Security update and revision second reading (**Attachment 3**). Approval is recommended.

NEW BUSINESS

NEOLA

Attachment 4 contains NEOLA policies 5630.01 – Student Seclusion and Restraint, 8500 – Food Services, and 8520 – Meal Charge Policy for review and first reading.

MHSAA Resolution

Motion to adopt the Michigan High School Athletic Association Resolution for the year August 1, 2017 through July 31, 2018. Roll call vote required (**Attachment 5**)

2017-18 Athletic Training Contract

Motion to approve the 2017 – 2018 Athletic Training Management Agreement with MedSport, a Program of the Regents of the University of Michigan. (**Attachment 6**)

2017 – 18 Budget Proposal

Attachment 7 contains the 2016-17 Final Budget Summary and the Original Budget Summary for the 2017-18 school year for review. Adoption at the June 26, 2017 regular meeting will be recommended.

SUPERINTENDENT’S REPORT

5th & 6th grade proposal

Instructional Coach, Jennifer Petzke, will present proposed program changes for the 5th and 6th grades beginning with the 2017 – 2018 school year.

OTHER INFORMATION

The following people recently submitted their resignations: Community Recreation Lifeguard, Sheri Robbins and ECC Paraprofessional, Mai Huynh.

Emily Wilson has accepted the position as Administrative Assistant at the elementary school. This position has an hourly pay rate of \$11.53 (less \$.50 for the first 90 days).

ANNOUNCEMENTS

The next Regular Meeting of the Board of Education will be held on Monday, June 26, 2017 at 7:00 p.m. in the District Office Conference Room.

There will be another Regular Meeting on Monday, July 24, 2017, at 7:00 p.m. in the District Office Conference Room.

CALL TO THE PUBLIC

BOARD MEMBER REPORTS

Mr. Cole, Mr. Henry, Mrs. Kritzman, Mrs. McCully, Mr. Meadows, Mrs. Schwennesen, and Mr. Dignan

CLOSED SESSION

The Board will adjourn to go into closed session to discuss contract negotiations. **Roll call vote required**

ADJOURNMENT

Please fill out a "Public Participation Request" form if you wish to address the Board prior to the Public Comment section of the meeting. Please include your name, address and topic you wish to speak on. Those wishing to speak in Public Comment are limited to three (3) minutes.

0000 – BYLAWS

0160 - MEETINGS

0167.3 – Public Participation at Board Meetings

Tape or video recordings are permitted subject to the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.
- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

M.C.L. 15.253(4)(5)(6), 380.1808

Revised 9/27/2010

Use of Recording Devices

Anyone attending a school event who wishes to record the activity on a visual recording device shall be asked to abide by the following rules:

- A. The recorder must operate the device within the area designated by the principal or director of the activity.
- B. The camera must not block the view of any other attendees or interfere with others who seek to record the activity.
- C. Those who record or assist a recorder must not block any passageways nor interfere with any other attendee's participation or observation of the activity.
- D. If sound is also being recorded, the recorder must not ask other attendees to be quiet or to change their behavior in order to improve the quality of the sound.
- E. If the District is recording the activity, the principal may arrange for a person to obtain a copy providing s/he agrees to provide a tape and pay whatever the principal may need to charge to cover the costs of transfer.

Where the District does not possess the appropriate license or permission to allow the recording of a copyrighted work or performance, notice will be given, when possible, prior to the exhibit or performance. Announcements shall be made at the beginning of any such exhibit or performance.

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Whitmore Lake Public Schools
BOARD OF EDUCATION
Regular Meeting Minutes
May 22, 2017 – High School Media Center – 7:00 p.m.

MEMBERS PRESENT

Ken Dignan (*President*), Laura Schwennesen (*Vice President*), Bob Henry (*Treasurer*), Michelle Kritzman (*Secretary*), Lee Cole (*Trustee*), and John Meadows (*Trustee*)

MEMBERS ABSENT

Lisa McCully (*Trustee*)

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Business & Operations, Denise Kerrigan, Elementary Principal and ECC Director, Sue Wanamaker, and Community Relations & Recreation Director, Maria Carter-Ewald

OTHERS PRESENT

Staff, parents and members of the community

CALL TO ORDER

At 7:00 p.m. by President Ken Dignan.

APPROVAL OF AGENDA

Mr. Dignan requested to amend the agenda to add a closed session to discuss current litigation.

Motion to approve the agenda as amended made by Mrs. Schwennesen; supported by Mr. Cole.

Ayes – 6; Nays – 0, motion carried

SPECIAL PRESENTATION

The High School Robotics Team shared their achievements and 2017 highlights with the Board. They also presented a demonstration of their robot.

CALL TO THE PUBLIC

None

STUDENT COUNCIL

Student Council Representative, Carolyn Wagner, was unable to attend. She sent Student Council Representative Jordan Craven with the following update to share with the Board: Student Council recognized the staff with a luncheon during staff appreciation week. She also shared highlights of the spring sports recognition pep assembly. Jordan shared that she took 1st place in the high jump competition at the Regional Track & Field Meet.

CONSENT ITEMS

Motion to approve the minutes from the April 24, 2017 Board of Education Regular Meeting, the April 24, 2017 closed session, the April 24, 2017 Finance Committee Meeting, and the May 8, 2017 Workshop / Regular Meeting was made by Mr. Henry; supported by Mrs. Schwennesen.

Ayes – 6; Nays – 0, motion carried 6 – 0

Motion to approve fund transfer of \$185,379 in payments from Accounts Payable; further, to approve the transfer of \$406,936 from Accounts Payable to cover the payrolls of April 14, 2017 and April 28, 2017 made by Mr. Henry; supported by Mrs. Schwennesen.

Ayes – 6; Nays – 0, motion carried 6 – 0

OLD BUSINESS

WISD Biennial Election Resolution

Motion to approve the WISD Biennial Election resolution; further, the Board designates Secretary, Michelle Kritzman, as its representative and Trustee, Lee Cole as its alternate representative to serve on the 2017 electoral body responsible for electing Members to the WISD Board of Education and directs the representative to vote for candidates Mary Jo Callan and Steve Olsen on the first ballot taken at the June 5, 2017 election meeting made by Mr. Dignan; supported by Mrs. Kritzman. Roll Call vote: Mrs. Schwennesen – yes, Mr. Henry – yes, Mrs. Kritzman – yes, Mr. Meadows – yes, Mr. Dignan – yes, Mr. Cole – yes. Ayes – 6; Nays – 0

NEW BUSINESS

WISD Budget Resolution

Motion to approve the resolution to support the WISD Budget for 2017-2018 made by Mr. Henry; supported by Mr. Cole.

Mrs. Schwennesen and Mr. Dignan shared concerns regarding the WISD 2017-2018 budget. WISD Superintendent, Dr. Menzel shared the formula that is used to distribute special education funding to the districts. He also shared the superintendents from all the WISD districts are discussing ideas and solutions to address the issues with the formula used.

Roll Call Vote:

Mr. Henry – yes, Mrs. Kritzman – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Cole – yes, Mr. Dignan – yes.

Ayes – 6; Nays – 0, motion carried 6 - 0

Overnight Student Trip Request

Motion to approve the proposal for an overnight trip with 3rd & 4th grade students to travel to Mackinac Island, MI on May 17, 2018 was made by Mr. Henry; supported by Mrs. Schwennesen

Mrs. Otterman shared the benefit of experience the students would gain while attending Mackinaw City and Mackinaw Island.

Ayes – 6; Nays – 0, motion carried 6 – 0

Bus Purchase

Motion to approve the lease purchase of two used school buses and one new lift bus through Midwest Transit Equipment, Inc. was made by Mr. Henry; supported by Mrs. Schwennesen

Ayes – 6; Nays – 0, motion carried 6 – 0

NEOLA

Superintendent, DeKeyser shared with the Board the required changes made to the NEOLA policy 8321 – Criminal Justice Information Security for review and first reading. Approval will be recommended at the next board meeting on June 12, 2017.

SUPERINTENDENT'S REPORT

Mr. DeKeyser shared the following:

- 1) Guests from the American Institute of Bilingual Education, Inc. were well received by our students and staff. Our Mentor teachers did a great job of sharing information and having our guests interact in the classrooms.
- 2) Sinking fund update: We have identified with Barton Malow the following areas to receive improvement beginning this summer: HS Track, HS Lighting upgrade in gym and hall, water leaks in pump

house & high school, HS fencing and MS gym curtains and repairs. We are also revisiting a time line for the elementary school repairs.

- 3) The teaching staff was presented with the requirements in order to receive the early retirement incentive. We have two teachers who have shown interest in retiring at the end of this current school year.

ANNOUNCEMENTS

On May 23, 2017 at 7:00 p.m. the WLHS choir will perform a Spring Concert in the High School Theater.

The Senior Award Night will be held on Thursday, May 25, 2017 at 7:00 p.m. in the High School Theater.

The High School Graduation will be held on Sunday, June 4, 2017 at 2:00 p.m. in the High School Gym.

A Board of Education Finance Committee Meeting will be held on Monday, June 12, 2017 at 5:30 p.m. in the High School Counseling Office Conference Room.

The next Regular Meeting of the Board of Education will be held on Monday, June 12, 2017 at 7:00 p.m. in the High School Media Center.

CALL TO THE PUBLIC

None

BOARD MEMBER REPORTS

Mrs. Kritzman shared she attended the Legislative Breakfast Meeting earlier today at the WISD. The present legislator's outlook was not overly positive, however they shared they believe the budget will be done by the end of June. She also shared there is a bill being discussed in committee concerning the assignment of geographical boundaries to charter schools. They are requesting input from districts.

ADJOURNMENT

Motion to adjourn into closed session meeting at 8:35 p.m. (with a 5 minute break) for current litigation was made by Mr. Dignan; supported by Mr. Henry. Roll call vote required. Mrs. Kritzman – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Cole – yes, Mr. Dignan – yes, Mr. Henry – yes.
Ayes – 6; Nays – 0, motion carried 6 - 0

Call to Order

Open session called to order at 8:59 p.m. by President Dignan.

ADJOURNMENT

Motion to adjourn the Regular Meeting at 8:59 p.m. made by Mr. Dignan; supported by Mrs. Schwennesen.
Ayes - 6; Nays - 0, motion carried 6 - 0.

Michelle L. Kritzman, Secretary, Board of Education
Whitmore Lake Public Schools

Date



WHITMORE LAKE PUBLIC SCHOOLS

8845 Main St., Whitmore Lake, MI 48189 • phone: 734.449.4464 • fax: 734.449.5336

www.wlps.net

Exceptional, Personalized Education

Board of Education
Finance Committee Meeting
June 12, 2017
District Administrative Office

MINUTES

- I. Call to Order at 5:30 pm
Present: Tom DeKeyser, Denise Kerrigan, Bob Henry, John Meadows, Laura Schwennesen
- II. Business
 - 2016-17 Budget Amendment
 - Reviewed anticipated year-end budget with a couple of scenarios
 - 2017-18 Budget
 - Presented several scenarios and determined the best one to put before the full board
 - Negotiations
 - Discussed the proposals that were exchanged between WLPS and WLEA
- III. Informational Items
 - Next Finance Committee Meeting – TBD
- IV. Call to the Public - none
- V. Adjournment at 7:00 pm

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June 6, 2017

Thomas DeKeyser
Superintendent
Whitmore Lake Public Schools
8845 Main Street
Whitmore Lake, MI 48189

Dear Tom,

This letter is to inform Whitmore Lake Public Schools that I will be retiring after the 2016-17 school year. My last day of employment will be June 30, 2017.

It has been a wonderful 19 years in the district, and I look forward to the next chapter (which includes a granddaughter).

Sincerely,

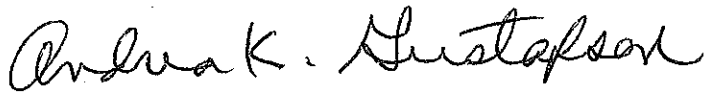

Danielle M Baitinger

June 6, 2017

Dear Mr. DeKeyser,

I am writing this letter to inform you of my decision to retire after the 2016-2017 school year. My last work day will be June 16th, 2017 and my retirement date will be July 1st, 2017.

Thank you,
Andrea Gustafson

A handwritten signature in cursive script that reads "Andrea K. Gustafson". The signature is written in dark ink and is positioned below the typed name.

Mrs. Deborah A. Moran
Kindergarten Teacher, Whitmore Lake Elementary School
10373 Lakeview Drive
Whitmore Lake, MI 48189
(734) 891-6425

June 6, 2017

Mr. Thomas DeKeyser
Superintendent, Whitmore Lake Public Schools
8845 Main Street
Whitmore Lake, MI 48189

Dear Mr. DeKeyser,

Please accept this letter as notification of my resignation with the school district, and in particular, Whitmore Lake Elementary. I will retire at the end of this school year. My last day of employment is June 16, 2017. I have genuinely enjoyed the time I have spent in this school district. I am very happy that I spent the last 16 years of my 32-year career at Whitmore Lake.

As you may well-know, Whitmore Lake is extremely important to me. My husband, John was a 1985 graduate of our fine high school, and loved this area so much that he brought me here to live. Both of our children, John James and Sierra Moran, as well as John James's wife, Samantha, are graduates, and they have gone on to be very successful from their WLPS experiences. This is my home. However, John's employer has given us a new and exciting opportunity to relocate to Florida, and we are ready to tackle this adventure.

I have always given my best to my students. In return, they gave their best to me. My kindergarten class has made tremendous growth through their eagerness to learn new things, and I am sad to not be here to continue to watch them flourish.

During my years of service at Whitmore Lake Elementary, I have honed my skills as an educator and had opportunities for bringing recognition to our district. I am proud that I had the experience of being filmed by the Bureau of Educational Research to share the innovations of differentiated instruction with teachers throughout the country. I was thrilled to represent Whitmore Lake in Washington, DC at the NEA Headquarters as part of the Master Teacher Project, and to have my lessons shared worldwide on BetterLessons.com as part of that project. I have learned much from my colleagues in this district—so many gems!

I wish you, the school board, the administration, the teachers, paraprofessionals, support personnel and the students of Whitmore Lake Public Schools all the best in the years to come. I know you will hire a new teacher who has a true heart for children, and one who will be an inspirational role model. Remember always, students first!

Sincerely,

A handwritten signature in cursive script, reading "Deborah A. Moran". The signature is written in dark ink and is positioned below the word "Sincerely,".

Deborah A. Moran

June 7, 2017

Dear Mr. DeKeyser,

This letter is to inform Whitmore lake Public Schools that I plan on retiring from my position as Title 1 Paraprofessional. I intend on continuing with my position as a water aerobatics instructor at the WLHS pool. My last day of employment as the Title 1 Paraprofessional will be June 16, 2017.

If you have any further questions, please contact me.

Sincerely,


Deborah Carr-Holtz

June 12, 2017

Whitmore Lake Public Schools
8877 Main Street
Whitmore Lake, 48189

To Whom It May Concern:

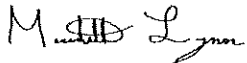
With sorrow, I am notifying you that my employment with Whitmore Lake Public Schools must end following the close of the 2016-2017 school year.

My husband has received an offer that advances his career significantly and provides a wonderful opportunity for our family. This offer will require a move to the state of Washington and I will no longer be able to work for Whitmore Lake Elementary. Please consider this letter as notification of my official resignation.

I have enjoyed working for Whitmore Lake Elementary in my current role as the Title I Teacher and am not leaving out of a desire to seek employment elsewhere. I will miss my students, the staff, and the opportunity to live out my passion of being a reading interventionist on an everyday basis. I am happy to do what I can to help ease the transition as a new Title I staff member is hired.

I wish you the best of luck in the upcoming school year and happiness in your continued work of helping all students receive the personalized educational experience they deserve.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Lynn". The signature is fluid and cursive, with a large initial "M" and a long, sweeping tail on the "n".

Meredith Lynn

Jaylon Sims
4796 Washtenaw Ave., APT C7
Ann Arbor, MI 48108

June 8, 2017

Sue Wanamaker
Whitmore Lake Elementary School
1077 Barker Rd.
Whitmore Lake, MI 48189

Dear Sue,

Please accept this letter as notice of my resignation from my position as General Music Education Teacher for Whitmore Lake Elementary School (WLES). My last day of employment will be June 30, 2017. I have elected to pursue the choral music position at Oxford High School in Oxford, Connecticut. I will be happy to help with the transition of my duties so that the music program may smoothly transition after my departure.

I would like to thank you, Tom DeKeyser, my colleagues, and the Whitmore Lake Community for accepting me as the General Music Education Teacher for WLES. The past year has helped me grow as a teacher, musician, and student advocate. I will be forever grateful for the faith that the Whitmore Lake Community entrusted me.

It has been a privilege to partner in learning with Whitmore Lake Public Schools. I will always cherish my time at WLES.

Sincerely,

Jaylon K. Sims

June 9, 2017

Jenny Phillips
10984 Charring Cross Circle
Whitmore Lake, MI 48189

Sue Wanamaker
Principal
Whitmore Lake Elementary School
1077 Barker Road
Whitmore Lake, MI 48189

Dear Sue Wanamaker:

Please accept this as official notice of my resignation. I truly appreciate the opportunity that Whitmore Lake Public Schools has provided for me.

Next year my children will be on different schedules in separate schools. After careful consideration, I have concluded that I will be unable to work the required hours for my position.

My last day at Whitmore Lake Elementary School will be on June 16, 2017, the last day of the current school year.

Sincerely,

A handwritten signature in cursive script, reading "J Phillips".

Jenny Phillips

May 15, 2017

Ms. Sue Wanamaker
Director of Whitmore Lake Early Childhood Center
Whitmore Lake Early Childhood Center
8877 Main Street
Whitmore Lake, MI 48189

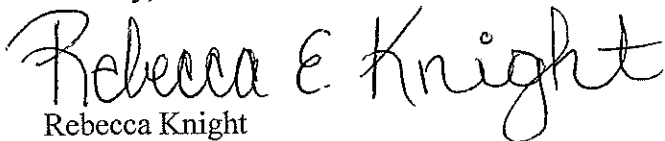
Dear Ms. Wanamaker,

Please accept this letter as notice of my resignation from my position as preschool teacher assistant. My last day of employment will be Thursday May 25, 2017.

I have accepted another position and after careful consideration, I realize that this opportunity is too great for me to decline. It has been a pleasure working with you and the rest of the Whitmore Lake Early Childhood staff these past two years. I have enjoyed working with all of the staff and the children during my time at Whitmore Lake.

Thank you again for the opportunity to work for the Whitmore Lake Early Childhood Center. I wish you and the rest of the staff all the best.

Warmly,


Rebecca Knight

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REVISED POLICY - VOL. 31, NO. 1

CRIMINAL JUSTICE INFORMATION SECURITY
(NON-CRIMINAL JUSTICE AGENCY)

The District is required by State law to have the Michigan State Police (MSP) obtain both a State and a Federal Bureau of Investigation (FBI) criminal history record information (CHRI) background check report for all employees of the District and contractors, vendors and their employees who work on a regular and continuous basis in the District. To assure the security, confidentiality, and integrity of the CHRI background check information received from the MSP/FBI, the following standards are established:

A. Sanctions for Non-Compliance

Employees who fail to comply with this policy and any guidelines issued to implement this policy will be subject to discipline for such violations. Discipline will range from counseling and retraining to discharge, based on the nature and severity of the violation. All violations will be recorded in writing, with the corrective action taken. The Superintendent shall review, approve, sign and date all such corrective actions.

B. Local Agency Security Officer (LASO)

The [Superintendent insert designated administrator] shall be designated as the District's Security Officer and shall be responsible for overall implementation of this policy and for data and system security. This shall include:

1. ensuring that personnel security screening procedures are being followed as set forth in this policy;
2. ensuring that approved and appropriate security measures are in place and working as expected;
3. supporting policy compliance and instituting the incident response reporting procedures;



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4. ensuring that the Michigan State Police are promptly informed of any security incidents involving the abuse or breach of the system and/or access to criminal justice information;
5. to the extent applicable, identifying and documenting how District equipment is connected to the Michigan State Police system;
6. to the extent applicable, identify who is using the Michigan State Police approved hardware, software and firmware, and ensuring that no unauthorized individuals have access to these items.

The District's LASO shall be designated on the appropriate form as prescribed and maintained by the Michigan State Police. A new form shall be submitted every time a new LASO is designated.

C. Agency User Agreements

The District shall enter into any User Agreement required, and future amendments, by the Michigan State Police necessary to access the required CHRI on applicants, volunteers, and all other statutorily required individuals, such as contractors and vendors and their employees assigned to the District. The LASO shall be responsible for the District's compliance with the terms of any such User Agreement.



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D. Personnel Security

All individuals that have access to any criminal justice information shall be subject to the following standards:

1. Background Checks - A Michigan (or state of residency if other than Michigan) and a national fingerprint-based criminal history record check shall be conducted within thirty (30) days of assignment to a position with direct access to criminal justice information or with direct responsibility to configure and maintain computer systems and networks with direct access to criminal justice information.
 - a. A felony conviction of any kind will disqualify an individual for access to criminal justice information.
 - b. If any other results/records are returned, the individual shall not be granted access until the LASO reviews and determines access is appropriate. This includes, but is not limited to, any record which indicates the individual may be a fugitive or shows arrests without convictions. Such approval shall be recorded in writing, signed, dated and maintained with the individual's file.
 - c. Support personnel, Information Technology contractors and vendors, and custodial workers with access to physically secure locations or controlled areas (during criminal justice information processing) are subject to the same clearance standards as other individuals with access ~~and must, unless they are~~ be escorted by authorized personnel at all times when in these locations or areas.



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2. Subsequent Arrest/Conviction - If an individual granted access to criminal justice information is subsequently arrested and/or convicted, access shall be suspended immediately until the matter is reviewed by the LASO to determine if continued access is appropriate. Such determination shall be recorded in writing, signed, dated and maintained with the individual's file. In the event that the LASO has the arrest/conviction, the Superintendent (if not the designated LASO) shall make the determination. If the Superintendent is also the designated LASO, the determination shall be made by Business Manager [Insert Designated Administrator]. Except that, as noted in D(1)(a), individuals with a felony conviction of any kind will have their access permanently suspended.
3. Public Interest Denial - If the LASO determines that access to criminal justice information by any individual would not be in the public interest, access shall be denied whether that person is seeking access or has previously been granted access. Such decision and reasons shall be in writing, signed, dated and maintained in the individual's file.
4. Approval for Access - All requests for access to criminal justice information shall be as specified and approved by the LASO. Any such designee must be a direct employee of the District. The District must maintain a readily accessible list that includes the names of all LASO approved personnel with access to criminal justice information, as well as the reason for providing each individual access.
5. Termination of Employment/Access - Within twenty-four (24) hours of the termination of employment, all access to criminal justice information shall be terminated immediately for that individual, and steps taken to ~~to assure security of such information and any systems at the District to access such information.~~ Refer below:

Policy #8321-D-5 needs to updated to say, ?? "Upon and within 24 hours of termination of employment, all access to criminal justice information shall be terminated for that individual, and the steps taken will be to recover any and all keys ^{that} provided access to the office and file cabinet in which criminal history is kept. Terminate all electronic access, such as email, and notify the MSP organization of termination.??



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6. Transfer/Re-assignment - When an individual who has been granted access to criminal justice information has been transferred or re-assigned to other duties, the LASO shall determine whether continued access is necessary and appropriate. If not, s/he shall take such steps as necessary to block further access to such information **within the twenty-four (24) hour period immediately following the transfer or reassignment.**
7. Information Technology Contractors and Vendors¹ - Prior to granting access to criminal justice information to an IT contractor or vendor, identification must be verified via a Michigan (or state of residency if other than Michigan) and national fingerprint-based criminal history record check, ~~unless they are escorted by authorized personnel at all times when accessing the criminal justice information.~~ A felony conviction of any kind, as well as any outstanding arrest warrant, will disqualify an IT contractor or vendor for access to criminal justice information. A contractor or vendor with a criminal record of any other kind may be granted access if the LASO determines the nature or severity of the misdemeanor offense(s) does not warrant disqualification. If any other results/records are returned, the individual shall not be granted access until the LASO reviews and determines access is appropriate.

¹Non-Information Technology contractors or vendors shall not have access to criminal justice information.



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E. Media Protection

Access to ~~electronic-digital~~ and physical media in all forms, which contains criminal history background information provided by the Michigan State Police through the statutory record check process, is restricted to authorized individuals only. Only individuals involved in the hiring determination of both District employees and volunteers shall be authorized to access ~~electronic-digital~~ and physical media containing CHRI.

1. Media Storage and Access -- All ~~electronic-digital~~ and physical media shall be stored in a physically secure location or controlled area, such as locked office, locked cabinet or other similarly secure area(s) which can only be accessed by authorized individuals. If such security cannot be reasonably provided, then all ~~electronic-digital~~ CHRI background data shall be encrypted. ~~Electronic-Digital~~ media shall be stored on a District or School server. Storage on a third party server, such as cloud service, is not permitted. Storage of ~~electronic-digital~~ media must conform to the requirements in AG 8321.

2. Media Transport -- ~~Electronic-Digital and (physical media shall be protected when being transported outside of a controlled area.)~~ Only authorized individuals shall transport the media. It shall be directly delivered to the intended person or destination and shall remain in the physical control and custody of the authorized individual at all times during transport. Access shall only be allowed to an authorized individual. To the extent possible, ~~electronic-digital~~ media (e.g., hard drives and removable storage devices such as disks, tapes, flash drives and memory cards) shall be either encrypted and/or be password protected during the transport process.

Refer to language below

Modify procedures for media transport.

Policy #8321-E-2, ?? Physical media shall be protected when being transported outside of the controlled area by being placed in a seal envelope, and transported by only authorized personnel. ??



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3. Media Disposal/Sanitization -- When the CHRI background check is no longer needed, the media upon which it is stored shall either be destroyed or sanitized. The LASO and the Superintendent shall approve in writing the media to be affected. This record shall be maintained by the LASO for a period of at least five (5) years. **[Note: the regulations do not specify a specific period for maintaining this information. This time period is suggested as it will likely cover most statutes of limitation and can be retained in electronic-digital format.]**

- a. Electronic-Digital Media - Sanitization of the media and deletion of the data shall be accomplished by either overwriting at least three (3) times or by degaussing, prior to disposal or reuse of the media. If the media is inoperable or will not be reused, it shall be destroyed by shredding, cutting, or other suitable method to assure that any data will not be retrievable.

- b. Physical Media - Disposal of documents, images or other type of physical record of the criminal history information shall be cross-cut shredded or incinerated. Physical security of the documents and their information shall be maintained during the process by authorized individuals. Documents may not be placed in a waste basket or burn bag for unauthorized individuals to later collect and dispose of. *initiated by a written directive*

All disposal/sanitization shall be either conducted or witnessed by authorized personnel to assure that there is no misappropriation of, or unauthorized access to, the data to be deleted. Written documentation of the steps taken to sanitize or destroy the media shall be maintained for ten (10) years, and must include the date as well as the signatures of the person(s) performing and/or witnessing the process. (See also, AG 8321.)



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4. Mobile Devices – A personally owned mobile device (mobile phone, tablet, laptop, etc.) shall not be authorized to access, process, store or transmit criminal justice information unless the District has established and documented the specific terms and conditions for personally owned mobile devices.

F. CHRI Background Check Consent and Documentation

All individuals requested to complete a fingerprint-based CHRI background check must have given written consent-properly signed and dated—at time of application and be notified fingerprints will be used to check the criminal history records of the FBI, prior to completing a fingerprint-based CHRI background check. The most current and unaltered Livescan form (RI-030) will satisfy this requirement and must be retained. Individuals subject to a fingerprint-based CHRI background check shall be provided the opportunity to complete or challenge the accuracy of the individual's criminal history record.

Some type of documentation identifying the position for which a fingerprint-based CHRI background check has been obtained must be retained for every CHRI background check conducted, such as an offer letter, employment agreement, new hire checklist, employment contract, volunteer background check form, etc.

G. Controlled Area/Physical Protection

All CHRI obtained from the Michigan State Police pursuant to the statutorily required background checks shall be maintained in a **physically secure and** controlled area, which shall be a designated office, room, **or** ~~area or lockable storage container~~. The following security precautions will apply to the controlled area:

1. Limited unauthorized personnel access to the area during times that criminal justice information is being processed or viewed.
2. The controlled area shall be locked at all times when not in use or attended by an authorized individual.



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3. Information systems devices (e.g., computer screens) and physical documents, when in use, shall be positioned to prevent unauthorized individuals from being able to access or view them. *Including the closure of window blinds in the Superintendent's office.*
4. Encryption shall be used for ~~electronic~~ **digital** storage of criminal justice information. (See AG 8321)

H. Passwords (Standard Authentication)²

All authorized individuals with access to computer or systems where processing is conducted or containing criminal justice information must have a unique password to gain access. This password shall not be used for any other account to which the individual has access and shall comply with the following attributes and standards.

1. at least eight (8) characters long on all systems
2. not be a proper name or a word found in the dictionary
3. not be the same as the user identification
4. not be displayed when entered into the system (must use feature to hide password as typed)
5. not be transmitted in the clear outside of the secure location used for criminal justice information storage and retrieval
6. must expire and be changed every ninety (90) days
7. renewed password cannot be the same as any prior ten (10) passwords used (See also, AG 8321)

²Applicable to districts that maintain CHRI within an ~~electronic~~ **digital** system of records, such as an ~~electronic~~ **digital** database, filing system, record keeping software, spreadsheets, etc. Not applicable if CHRI kept solely via e-mail and/or paper copies.



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I. Security Awareness Training

All individuals who are authorized by the District to have access to criminal justice information or to systems which store criminal justice information shall have basic security awareness training within six (6) months of initial assignment/authorization and every two (2) years thereafter. The training shall, to the extent possible, be received through a program approved by the Michigan State Police. A template of the training is provided on the Michigan State Police's website. At a minimum, the training shall comply with the standards established by the U.S. Department of Justice and Federal Bureau of Investigation for Criminal Justice Information Services. (See AG 8321.)

J. Secondary Dissemination of Information

If criminal history background information received from the Michigan State Police is released to another authorized agency under the sharing provision designated by The Revised School Code, a log of such releases shall be maintained and kept current indicating:

1. the date of release;
2. record disseminated;
3. method of sharing;
4. agency personnel that shared the CHRI;
5. the agency, **and name of the individual at the agency**, to which the information was released;
6. whether an authorization was obtained.

A log entry need not be kept if the receiving agency/entity is part of the primary information exchange agreements between the District and the Michigan State Police. A release form consenting to the sharing of CHRI shall be maintained at all relevant times.



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If CHRI is received from another District or outside agency, an Internet Criminal History Access Tool (ICHAT) background check shall be performed to ensure the CHRI is based on personal identifying information, including the individual's name, sex, and date of birth, at a minimum.

K. Auditing and Accountability-Retention

~~The District shall retain audit records (position description, consent, and CHRI for both applicants that are hired and those that are not) for at least 365 days. Audit records must continue to be maintained until it is determined they are no longer needed for administrative, legal, audit, or other operational purposes. This includes, for example, retention and availability of audit records subject to Freedom of Information Act (FOIA) requests, subpoena, litigation held and law enforcement actions.~~

The District's information system shall produce, at the application and/or operating system level, audit records containing sufficient information to establish what events occurred, the sources of the events, and the outcomes of the events. In the event the District does not use an automated system, manual recording of activities shall still take place.

The following events shall be logged:

1. Successful and unsuccessful system log-on attempts.
2. Successful and unsuccessful attempts to:
 - a. access permission on a user account, file, directory or other system resource;
 - b. create permission on a user account, file, directory or other system resource;
 - c. write permission on a user account, file, directory or other system resource;



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- d. delete permission on a user account, file, directory or other system resource;
- e. change permission on a user account, file, directory or other system resource.
- 3. Successful and unsuccessful attempts to change account passwords.
- 4. Successful and unsuccessful actions by privileged accounts.
- 5. Successful and unsuccessful attempts for users to:
 - a. access the audit log file;
 - b. modify the audit log file;
 - c. destroy the audit log file.

The following content shall be included with every audited event: 1) date and time of the event; 2) the component of the information system (e.g., software component, hardware component) where the event occurred; 3) type of event; 4) user identity; and 5) outcome (success or failure) of the event.

Audit Monitoring, Analysis and Reporting - The District shall designate an individual or position to review/analyze information system audit records for indications of inappropriate or unusual activity, to investigate suspicious activity or suspected violations, to report findings to appropriate officials, and to take necessary actions. Audit review/analysis shall be conducted at a minimum once a week, and should be increased if volume indicates an elevated need for audit review.



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Time Stamps - The District's information system shall provide time stamps for use in audit record generation. The time stamps shall include the date and time values generated by the internal system clocks in the audit records.

Protection of Audit Information - The District's information system shall protect audit information and audit tools from modification, deletion and unauthorized access.

Audit Record Retention - The District shall retain audit records for at least one (1) year. Once the minimum retention time period has passed, the District may continue to retain audit records until it is determined they are no longer needed for administrative, legal, audit, or other operational purposes.

Ref: Criminal Justice Information Services - Security Policy (Version 5.25, 20136),
U.S. Dept. of Justice and Federal Bureau of Investigation
Noncriminal Justice Agency Compliance Audit Review, Michigan State
Police, Criminal Justice Information Center, Audit and Training Section
Conducting Criminal Background Checks, Michigan State Police, Criminal
Justice Information Center

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REPLACEMENT POLICY - SPECIAL UPDATE MAY 2017

STUDENT SECLUSION AND RESTRAINT

This policy is intended to provide the framework for organizational supports that result in effective interventions based on team-based leadership, data-based decision-making, continuous monitoring of student behavior, regular universal screening and effective on-going professional development. The District is committed to investing in prevention efforts and to teach, practice and reinforce behaviors that result in positive academic and social outcomes for students.

In the event that staff members need to restrain and/or seclude students, it must be done in accordance with this policy, which is intended to:

- A. promote the care, safety, welfare and security of the school community and the dignity of each student;
- B. encourage the use of proactive, effective, evidence and research based strategies and best practices to reduce the occurrence of challenging behaviors, eliminate the use of seclusion and restraint, and increase meaningful instructional time for all students; and
- C. ensure that seclusion and restraint are used only as a last resort in an emergency situation and are subject to diligent assessment, monitoring, documentation and reporting by trained personnel.

In furtherance of these objectives, the District will utilize Positive Behavioral Interventions and Supports (PBIS) to enhance academic and social behavior outcomes for all students. PBIS implemented by the District will include socially valued and measurable outcomes, empirically validated and practical practices, systems that efficiently and effectively support implementation of these practices, and continuous collection and use of data for decision-making.



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EMERGENCY SECLUSION

A. Prohibited Practices and Limitations on Use

The following practices are prohibited under all circumstances, including emergency situations:

1. confinement of students who are severely self-injurious or suicidal
2. corporal punishment, as defined in M.C.L. 380.1312(1) of the revised school code, 1976 PA 451
3. the deprivation of basic needs
4. anything constituting child abuse
5. seclusion of pre-school children
6. seclusion that is used for the convenience of school personnel
7. seclusion as a substitute for an educational program
8. seclusion as a form of discipline or punishment
9. seclusion as a substitute for less restrictive alternatives, adequate staffing or school personnel training in PBIS
10. when contraindicated based on (as documented in a record or records made available to the school) a student's disability, health care needs, or medical or psychiatric condition



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B. Definition of Emergency Seclusion

Seclusion means the confinement of a student in a room or other space from which the student is physically prevented from leaving. Seclusion does not include the general confinement of students if that confinement is an integral part of an emergency lockdown drill required under Section 19(5) of the Fire Prevention Code, 1941 PA 207, M.C.L. 29.19, or of another emergency security procedure that is necessary to protect the safety of students.

Emergency seclusion is a last resort emergency safety intervention involving seclusion that is necessitated by an ongoing emergency situation and that provides an opportunity for the student to regain self-control while maintaining the safety of the student and others.

To qualify as emergency seclusion, there must be continuous observation by school personnel of the student and the room or area used for confinement:

1. must not be locked
2. must not prevent the student from exiting the area should staff become incapacitated or leave that area



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3. must provide for adequate space, lighting, ventilation, viewing, and the safety of the student
 4. must comply with State and local fire and building codes
- C. **Time and Duration** Emergency seclusion should not be used any longer than necessary, based on research and evidence, to allow a student to regain control of his/her behavior to the point that the emergency situation necessitating the use of emergency seclusion is ended, but generally no longer than:
1. fifteen (15) minutes for an elementary school student;
 2. twenty (20) minutes for a middle school or high school student

If an emergency seclusion lasts longer than the suggested maximum times above, the following are required:

- a. additional support (which may include change of staff, introducing a nurse or specialist, or additional key identified personnel)
- b. documentation to explain the extension beyond the time limit



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Additional procedures and requirements applicable to both seclusion and restraint are set out below.

A. Prohibited Practices

The following procedures are prohibited under all circumstances, including emergency situations:

1. mechanical restraint
2. chemical restraint
3. corporal punishment as defined in 380.1312(1) of the revised school code, 1976 PA 451, otherwise known as the Corporal Punishment Act
4. the deprivation of basic needs
5. anything constituting child abuse
6. restraint that is used for the convenience of school personnel
7. restraint as a substitute for an educational program
8. restraint as a form of discipline or punishment
9. restraint as a substitute for less restrictive alternatives, adequate staffing or school personnel training in PBIS
10. when contraindicated based on (as documented in a record or records made available to the school) a student's disability, health care needs, or medical or psychiatric condition
11. any restraint that negatively impacts breathing, including any positions, whether on the floor, facedown, seated or kneeling, in which the student's physical position (e.g., bent over) is such that it is difficult to breathe, including situations that involve sitting or lying across an individual's back or stomach



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12. prone restraint (the restraint of a person face down)

NOTE: School personnel who find themselves involved in the use of a prone restraint as the result of responding to an emergency must take immediate steps to end the prone restraint.

13. the intentional application of any noxious substance(s) or stimuli that results in physical pain or extreme discomfort

A noxious substance or stimuli can either be generally acknowledged or specific to the student.

14. physical restraint, other than emergency physical restraint
15. any other type of restraint not expressly allowed

B. Definition of Restraint

Restraint means an action that prevents or significantly restricts a student's movement. Physical restraint is intended for the purposes of emergency situations only, in which a student's behavior poses imminent risk to the safety of the individual student or to the safety of others. An emergency situation requires an immediate intervention.

Emergency physical restraint is a last resort emergency safety intervention involving physical restraint that is necessitated by an ongoing emergency situation and that provide an opportunity for the student to retain self-control while maintaining the safety of the student and others. An emergency situation requires an immediate intervention. Emergency physical restraint may not be used in place of appropriate less restrictive interventions.



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There are three (3) types of restraint: physical, chemical, and mechanical.

1. **Physical restraint** involves direct physical contact.

Restraint does not include actions undertaken for the following reasons:

- a. to break up a fight
- b. to take a weapon away from a student
- c. to briefly hold the student (by an adult) in order to calm or comfort him/her
- d. to have the minimum contact necessary to physically escort a student from one area to another
- e. to assist a student in completing a task/response if the student does not resist or if resistance is minimal in intensity or duration
- f. to hold a student for a brief time in order to prevent an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car)
- g. to stop a physical assault as defined in M.C.L. 380.1310
- h. actions that are an integral part of a sporting event, such as a referee pulling football players off from a pile or similar action

2. **Chemical Restraint** is the administration of medication for the purpose of restraint.

Restraint does not include administration of medication prescribed by and administered in accordance with the directions of a physician.



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3. **Mechanical Restraint** means the use of any device, article, garment, or material attached to or adjacent to a student's body to perform restraint.

Restraint does not include the following:

- a. an adaptive or protective device recommended by a physician or therapist (when it is used as recommended)
- b. safety equipment used by the general student population as intended (e.g., seat belts, safety harness on school transportation)

C. Time and Duration

Restraint should not be used:

1. any longer than necessary, based on research and evidence, to allow students to regain control of their behavior to the point that the emergency situation necessitating the use of emergency physical restraint is ended; and
2. generally no longer than ten (10) minutes.

If an emergency restraint lasts longer than ten (10) minutes, all of the following are required:

1. additional support, which may include a change of staff, or introducing a nurse, specialist, or additional key identified personnel
2. documentation to explain the extension beyond the time limit



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Additional procedures and requirements applicable to both seclusion and restraint are set out below.

USE OF EMERGENCY SECLUSION/RESTRAINT

A. When to Use Emergency Seclusion/Restraint

Seclusion/restraint must be used only under emergency situations and if essential. Emergency situation means a situation in which a student's behavior poses imminent risk to the safety of the individual student or to the safety of others. An emergency situation requires an immediate intervention.

B. General Procedures for Emergency Seclusion/Restraint:

1. An emergency seclusion/restraint may not be used in place of appropriate, less restrictive interventions.
2. Emergency seclusion/restraint shall be performed in a manner that is:
 - a. safe;
 - b. appropriate; and
 - c. proportionate to and sensitive to the student's:
 - 1) severity of behavior;
 - 2) chronological and developmental age;
 - 3) physical size;
 - 4) gender;
 - 5) physical condition;
 - 6) medical condition;



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- 7) psychiatric condition; and
 - 8) personal history, including any history of physical or sexual abuse or other trauma.
3. School personnel shall call key identified personnel for help from within the school building either immediately at the onset of an emergency situation or, if it is reasonable under the particular circumstances for school personnel to believe that diverting their attention to calling for help would increase the risk to the safety of the student or to the safety of others, as soon as possible once the circumstances no longer support such a belief.
4. While using emergency seclusion/restraint, staff must do all of the following:
- a. involve key identified personnel to protect the care, welfare, dignity, and safety of the student
 - b. continually observe the student in emergency seclusion for indications of physical distress and seek medical assistance if there is a concern
 - c. document observations
 - d. ensure to the extent practicable, in light of the ongoing emergency situation, that the emergency seclusion/restraint does not interfere with the student's ability to communicate using the student's primary mode of communication
 - e. ensure that at all times during the use of emergency seclusion/restraint there are school personnel present who can communicate with the student using the student's primary mode of communication



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5. Each use of an emergency seclusion/restraint and the reason for each use shall be documented and reported according to the following procedures:
 - a. document in writing and report in writing or orally to the building administration immediately
 - b. report in writing or orally to the parent or guardian immediately
 - c. a report shall be written for each use of seclusion/restraint (including multiple uses within a given day) and the written report(s) provided to the parent or guardian within the earlier of one (1) school day or seven (7) calendar days
6. After any use of an emergency seclusion/restraint, staff must make reasonable efforts to debrief and consult with the parent or guardian, or the parent or guardian and the student (as appropriate) regarding the determination of future actions.

C. Students Exhibiting a Pattern of Behavior

1. If a student exhibits a pattern of behavior that poses a substantial risk of creating an emergency situation in the future that could result in the use of emergency seclusion/restraint, school personnel should do the following:
 - a. conduct a functional behavioral assessment
 - b. develop or revise a PBIS plan to facilitate the reduction or elimination of the use of seclusion/restraint



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- c. develop an assessment and planning process conducted by a team knowledgeable about the student, including at least:
 - 1) the parent or guardian
 - 2) the student (if appropriate)
 - 3) people who are responsible for implementation of the PBIS plan
 - 4) people who are knowledgeable in PBIS
- d. develop a written emergency intervention plan ("EIP") to protect the health, safety, and dignity of the student. An EIP may not expand the legally permissible use of emergency seclusion/restraint.

The EIP should be developed by a team in partnership with the parent or guardian. The team shall include:

- 1) a teacher;
- 2) an individual knowledgeable about legally permissible use of seclusion/restraint; and
- 3) an individual knowledgeable about the use of PBIS to eliminate the use of seclusion/restraint.

The EIP should be developed and implemented by taking all of the following documented steps:

- a. describe in detail the emergency intervention procedures
- b. describe in detail the legal limits on the use of emergency seclusion/restraint, including examples of legally permissible and prohibited uses



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- c. inquire of the student's medical personnel (with parent or guardian consent) regarding any known medical or health contraindications for the use of seclusion/restraint
- d. conduct a peer review by knowledgeable staff
- e. provide the parent or guardian with all of the following, in writing and orally:
 - 1) A detailed explanation of the PBIS strategies that will reduce the risk of the student's behavior creating an emergency situation.
 - 2) An explanation of what constitutes an emergency, including examples of situations that would fall within and outside of the definition.
 - 3) A detailed explanation of the intervention procedures to be followed in an emergency situation, including the potential use of emergency seclusion/restraint.
 - 4) A description of possible discomforts or risks.
 - 5) A detailed explanation of the legal limits on the use of emergency seclusion/restraint, including examples of legally permissible and prohibited uses.
 - 6) Answers to any questions.

A student who is the subject of an EIP should be told or shown the circumstances under which emergency intervention could be used.



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D. Data Collection and Reporting

1. The building administrator shall develop a system of data collection, collect the data and forward all incident reports and data regarding the use of seclusion/restraint to the _____ **[Superintendent]**.

The data must:

- a. be analyzed to determine the efficacy of the school's school-wide system of behavioral support;
- b. be analyzed in the context of suspension, expulsion, and dropout data;
- c. be analyzed for the purposes of continuous improvement of training and technical assistance toward the reduction or elimination of seclusion/restraint;
- d. be analyzed on a schedule determined by the Michigan Department of Education (MDE);
- e. be reported to the MDE, if and as required;
- f. include a list of appropriately trained, identified personnel and their levels of:
 - 1) education;
 - 2) training; and
 - 3) knowledge.



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NOTE: The District must report to the MDE on the use of seclusion and restraint periodically. MDE will develop guidelines that outline the process for reporting redacted, aggregated data regarding the emergency use of seclusion and restraint.

Training Framework

A comprehensive training framework will be implemented which includes the following:

- A. awareness training for all school personnel who have regular contact with students; and
- B. comprehensive training for key identified personnel.

All substitute teachers must be informed of and understand the procedures regarding the use of emergency seclusion and emergency restraint. This requirement may be satisfied using online training developed or approved by MDE and online acknowledgement of understanding and completion of the training by the substitute teacher.

Comprehensive Training for Identified Personnel

Each building administrator will identify sufficient key personnel to ensure that trained personnel are generally available for an emergency situation. Before using emergency seclusion or emergency physical restraint with students, key identified personnel who may have to respond to an emergency safety situation must be trained in all of the following:

- A. proactive practices and strategies that ensure the dignity of students
- B. conflict resolution
- C. mediation
- D. social skills training



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- E. de-escalation techniques
- F. positive behavioral intervention and support strategies
- G. techniques to identify student behaviors that may trigger emergency safety situations
- H. related safety considerations, including information regarding the increased risk of injury to students and staff when seclusion or restraint is used
- I. instruction in the use of emergency seclusion and emergency physical restraint
- J. identification of events and environmental factors that may trigger emergency safety situations
- K. instruction on the State policy on the use of seclusion and restraint
- L. description and identification of dangerous behaviors
- M. methods for evaluating the risk of harm to determine whether the use of emergency seclusion or emergency physical restraint is warranted
- N. types of seclusion
- O. types of restraint
- P. the risk of using seclusion and restraint in consideration of a student's known and unknown medical or psychological limitations



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- Q. cardiopulmonary resuscitation and first aid
- R. the effects of seclusion and restraint on all students
- S. how to monitor for and identify physical signs of distress and the implications for students generally and for students with particular physical or mental health conditions or psychological limitations
- T. ways to obtain appropriate medical assistance

GLOSSARY OF TERMS

"Chemical Restraint" means the administration of medication for the purpose of restraint.

"De-escalation Techniques" means evidence- and research-based strategically employed verbal or nonverbal interventions used to reduce the intensity of threatening behavior before, during, and after a crisis situation occurs.

"Documentation" means documentation developed by the Michigan Department of Education that is uniform across the State.

"Emergency Situation" means a situation in which a student's behavior poses imminent risk to the safety of the individual student or to the safety of others. An emergency situation requires an immediate intervention.

"Functional Behavioral Assessment" means an evidence- and research-based systematic process for identifying the events that trigger and maintain problem behavior in an educational setting. A functional behavioral assessment shall describe specific problematic behaviors, report the frequency of the behaviors, assess environmental and other setting conditions where problematic behaviors occur, and identify the factors that are maintaining the behaviors over time.



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"Key Identified Personnel" means those individuals who have received the mandatory training described in M.C.L. 380.1307G(B)(I) to (XVI), listed under Comprehensive Training for Identified Personnel above.

"Mechanical Restraint" means the use of any device, article, garment, or material attached to or adjacent to a student's body to perform restraint.

"Physical Restraint" means restraint involving direct physical contact.

"Positive Behavioral Intervention and Support (PBIS)" means a framework to assist school personnel in adopting and organizing evidence-based behavioral interventions into an integrated continuum of intensifying supports based on student need that unites examination of the function of the problem behavior and the teaching of alternative skill repertoires to enhance academic and social behavior outcomes for all students.

"Positive Behavioral Intervention and Support Plan" means a student-specific support plan composed of individualized, functional behavioral assessment-based intervention strategies, including, as appropriate to the student, guidance or instruction for the student to use new skills as a replacement for problem behaviors, some rearrangement of the antecedent environment so that problems can be prevented and desirable behaviors can be encouraged, and procedures for monitoring, evaluating, and modifying the plan as necessary.

"Prone Restraint" means the restraint of an individual face down.

"Regularly and Continuously Work Under Contract" means that term as defined in section M.C.L. 380.1230.



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"Restraint" means an action that prevents or significantly restricts a student's movement. Restraint does not include the brief holding of a student in order to calm or comfort, the minimum contact necessary to physically escort a student from one area to another, the minimum contact necessary to assist a student in completing a task or response if the student does not resist or resistance is minimal in intensity or duration, or the holding of a student for a brief time in order to prevent an impulsive behavior that threatens the student's immediate safety, such as running in front of a car. Restraint does not include the administration of medication prescribed by and administered in accordance with the directions of a physician, an adaptive or protective device recommended by a physician or therapist when it is used as recommended, or safety equipment used by the general student population as intended, such as a seat belt or safety harness on school transportation. Restraint does not include necessary actions taken to break up a fight, to stop a physical assault, as defined in M.C.L. 380.1310, or to take a weapon from a student. Restraint does not include actions that are an integral part of a sporting event, such as a referee pulling football players off of a pile or a similar action.

Restraint that negatively impacts breathing means any restraint that inhibits breathing, including floor restraints, facedown position, or any position in which an individual is bent over in such a way that it is difficult to breathe. This includes a seated or kneeling position in which an individual being restrained is bent over at the waist and restraint that involves sitting or lying across an individual's back or stomach.

"School Personnel" includes all individuals employed in a public school or assigned to regularly and continuously work under contract or under agreement in a public school, or public school personnel providing service at a nonpublic school.



NEOLA of MICHIGAN

LOCAL TEMPLATES

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"Seclusion" means the confinement of a student in a room or other space from which the student is physically prevented from leaving. Seclusion does not include the general confinement of students if that confinement is an integral part of an emergency lockdown drill required under Section 19(5) of the Fire Prevention Code, 1941 PA 207, M.C.L. 29.19, or of another emergency security procedure that is necessary to protect the safety of student.

Adapted from Michigan State Board of Education Policy for the Emergency Use of Seclusion and Restraint adopted in March of 2017

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REVISED POLICY - VOL. 31, NO. 2

FOOD SERVICES

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students.

- ☒ The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education.
- ☐ The Board shall provide a public hearing annually for all parents prior to determining whether or not it will provide a breakfast program for all students. If it chooses not to provide such a program, the Board shall make available the reasons for its decision.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages, including but not limited to the current USDA's school meal pattern requirements for Americans and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program. In addition, as required by law, a food safety program based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service staff and other authorized persons.

Substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a healthcare provider who has prescriptive authority in the State of Michigan has provided medical certification that the student has a disability which restricts his/her diet, in accordance with the criteria set forth in 7 CFR 15(b). To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the students diet; and
- C. the food(s) to be omitted from the student's diet, and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).

[] On a case by case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who are not "disabled persons", but have a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:

- A. the medical or dietary need that restricts the student's diet; and
- B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For non-disabled students who need a nutritional equivalent milk substitute, only a signed request by a parent or guardian is required.

Lunches sold by the school may be purchased by students and staff members and community residents in accordance with the administrative guidelines established by the Superintendent.

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The operation and supervision of the food-service program shall be the responsibility of the Director of Food Service and the Business Manager. Food services shall be operated on a self-supporting basis with revenue from students, staff, Federal reimbursement, and surplus food. The Board shall assist the program by furnishing available space, initial major equipment, and utensils. Maintenance and replacement of equipment is the responsibility of the program.

A periodic review of the food-service accounts shall be made by the Business Manager. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods purchased using funds from the nonprofit food service account must accrue to the nonprofit food service account.

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

X

Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable by the end of the school year in which the debt was incurred. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSA for the total amount of the bad debt. The funds may come from the district general fund, State or local funding, school or community organizations such as the PTA, or any other non-federal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 CFR 210.9(b) (17) and 7 CFR 210.15(b).

by December 31st following the school year the debt was incurred,

BOARD OF EDUCATION
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✓ The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service.

✓ This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;
- D. the purchase of foods and supplies in accordance with State and Federal law, USDA regulations, and Board policy (See Policy 1130, Policy 3110, and Policy 4110);
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the accounting and disposition of food-service funds pursuant to Federal and State law and USDA regulations;

- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-federal funds used to meet a match or cost share requirement must comply with the District's time and effort record-keeping policy (See Policy 6116).

The District shall serve only nutritious food as determined by the Food Service Department in compliance with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages unassociated with the food-service program must comply with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines, and may be vended in accordance with Board Policy 8540.

The Superintendent will require that the food service program serve foods in District schools that are wholesome and nutritious and reinforce the concepts taught in the classroom.

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.
Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.
M.C.L. 380.1272, 1272a, 1272d et seq.
7 C.F.R. Parts 15b, 127, 210, 215, 220, 225, 226, 240, 245, 3015
42 U.S.C. 1758, 1760
OMB Circular No. A-87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)
SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

NEW

8520 - MEAL CHARGE POLICY

Michigan Department of Education (MDE) and National School Lunch Program (NSLP) have provided schools with administrative guidelines and policy for meal charges. Following the administrative guidelines from MDE and NSLP, Whitmore Lake Public Schools will adhere to the following meal charge policy:

- A. A staff or student may charge up to two (2) meals (one charge per meal).
- B. If a student has a charge balance, the school must provide a meal when the student is using money to pay for the current day's meal or future meals.
- C. It is permissible for schools to serve only one (1) particular set of food items to students whose parents owe the school money, as long as the food items comprise a reimbursable meal.
- D. A staff or student who has charged a meal may not charge or purchase "ala carte" item(s), including extra main entrees.
- E. If a student repeatedly comes to school with no lunch and no money, food service employees must report this to the building administrator. It could be a sign of abuse or neglect and the proper authorities should be contacted.
- F. Schools may deny a meal to a student who pays full price and who does not provide the required payment for that meal.
- G. The food service director or other school personnel will coordinate communications with the parent(s)/guardian(s) to resolve the matter of unpaid charges.
- H. If cafeteria services staff suspects that a student may be abusing this policy, written notice will be provided to the parent(s)/guardian(s) if he/she continues to abuse this policy.
- I. All accounts must be settled at the end of a school year. Jr/Senior High school students who owe money at the end of the year will be subject to the same policies as when they have fines and lost books. Phone calls will be placed to the student's home and/or letters will be sent home approximately two (2) weeks before the last day of school to students who have any negative balances. Negative balances not paid in full thirty (30) days prior to the start of the following school year may force the District to take action to collect unpaid funds by means of collection agencies, small claims court, or any other legal method deemed necessary by the District.
- J. The District cannot go on indefinitely feeding students for free. Unlimited "charged" meals would not be fair to the vast majority of students/parents who are paying for their lunches. Unpaid lunches could ultimately affect lunch prices.

The superintendent is authorized to develop and implement an administrative guideline regarding meal charging procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service.

This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.

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The Michigan High School Athletic Association is a voluntary, nonprofit corporation comprised of public, private and parochial junior high/ middle and senior high schools whose Boards of Education/Governing Bodies have voluntarily applied for and received membership for and on behalf of their secondary schools. The association sponsors statewide tournaments and makes eligibility rules with respect to participation in such Michigan High School Athletic Association sponsored tournaments in the various sports. Each Board of Education/Governing Body that wishes to host or participate in such meets and tournaments must join the MHSAA and agree to abide by and enforce the MHSAA rules, regulations and qualifications concerning eligibility, game rules and tournament policies, procedures and schedules. It is a condition for participation in any MHSAA postseason tournaments that high schools adhere to at least the minimum standards of Regulation I and the maximum limitations of Regulation II in ALL MHSAA Tournament sports.

Michigan High School Athletic Association tournaments are the collective property of the MHSAA and not of any individual member school. The MHSAA reserves the right to promote and advance the membership's interests with publication information; exclusive arrangements to create recognition and exposure for school-sponsored activities; restrictive policies prohibiting exploitation and commercialization of MHSAA-sponsored tournaments; appropriate proprietary interests, and the use of images or transmissions identifying contest officials, spectators and member schools' students, personnel and marks.

To obtain membership, it is necessary for the Board of Education/Governing Body to adopt the following resolution for its junior high/middle and senior high schools. This resolution must be formally ratified by your Board of Education/Governing Body and properly signed. Please return one signed copy for our files and retain one copy for your files. Resolutions that are modified in any way or are supplemented with letters placing additional conditions on MHSAA membership or tournament participation shall be rejected.

MEMBERSHIP RESOLUTION

For the year August 1, 2017 — through July 31, 2018

LIST ON BACK

_____ the School(s) which are under the direction of this Board of Education/Governing Body.

(Junior high/middle and senior high schools of your school system which are to be listed as MHSAA members and receive MHSAA mailings during 2017-18 must be listed on the back of this form)

_____ City of _____

County of _____, of State of Michigan, are hereby:

- (A) enrolled as members of the Michigan High School Athletic Association, Inc., a nonprofit association, and
- (B) are further enrolled to participate in the approved interschool athletic activities sponsored by said association.

The Board of Education/Governing Body hereby delegates to the Superintendent or his/her designee(s) the responsibility for the supervision and control of said activities, and hereby accepts the Constitution and By-Laws of said association and adopts as its own the rules, regulations and interpretations (as minimum standards), as published in the current *HANDBOOK* as the governing code under which the said school(s) shall conduct its program of interscholastic athletics and agrees to primary enforcement of said rules, regulations, interpretations and qualifications. In addition, it is hereby agreed that schools which host or participate in the association's meets and tournaments shall follow and enforce all tournament policies, procedures and schedules.

This authorization shall be effective from August 1, 2017 and shall remain effective until July 31, 2018, during which the authorization may not be revoked.

RECORD OF ADOPTION

The above resolution was adopted by the Board of Education/Governing Body of the

_____ School(s), on the _____ day of _____, 2017,
and is so recorded in the minutes of the meeting of the said Board/Governing Body.

(Governing Body Name)

(Address)

(City & Zip Code)

Board Secretary Signature
or Designee

☐ Check if Designee

Schools Which Are To Be MHSAA Members During 2017-18

NOTE: Pursuant to the MHSAA Constitution, all high schools, junior high/middle schools, or other schools of Michigan doing a grade of work corresponding to such schools, may become members of this organization provided (a) the school building has enrollment and onsite attendance of at least 15 students, whether for grades 6 through 8 or 9, grades 7 through 8 or 9, or grades 9 or 10 through 12; and (b) if a nonpublic school, the school qualifies for federal income tax exemption as a not-for-profit organization. To reach the 15-student minimum for middle school membership, schools may join the MHSAA at the 6th-grade level whether or not 6th-grade students participate in athletics.

- A. This Section does not require school districts to become member schools at the junior high/middle school level and does not require school districts to sponsor any interscholastic athletics for 6th grade students.
- B. If a school district's MHSAA Membership Resolution lists a junior high/middle school as an MHSAA member school, and if the school sponsors a 6th-grade team in any sport or permits a 6th-grade student to participate with 7th- and/or 8th-grade students in any sport, then all of Regulations III and IV apply to all 6th-graders in all sports involving 6th-graders on teams sponsored by that school. If the school does not allow any 6th-graders to participate in a sport, MHSAA rules do not apply in that sport.
- C. *If the 6th-graders are in a separate building, and participating with the 7th- and 8th- graders, the 6th-grade school building must be listed as an MHSAA member school.

Member High School(s) (if any)

List separately from JH/MS even if all grades are housed in the same building.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

If necessary, list additional schools for either column on a separate sheet.

Junior High /Middle School(s) (if any)

List separately from HS even if all grades are housed in the same building.

1. _____
 Name of Junior High/Middle School _____
 Configuration of grades in school (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2017-18 7th- and 8th-Grade Enrollment: _____
 Provide anticipated 2017-18 6th-Grade Enrollment: _____
 - **Yes or No** (circle one) 6th-grade students will be participating in one or more sports for the above school
 - **Yes or No** (circle one) *6th-graders are housed in the same building as 7th- and 8th-graders
 - **Yes or No** (circle one) 6th-graders will be participating, in at least one sport, with 7th- and 8th-graders
2. _____
 Name of Junior High/Middle School _____
 Configuration of grades in school (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2017-18 7th- and 8th-Grade Enrollment: _____
 Provide anticipated 2017-18 6th-Grade Enrollment: _____
 - **Yes or No** (circle one) 6th-grade students will be participating in one or more sports for the above school
 - **Yes or No** (circle one) *6th-graders are housed in the same building as 7th- and 8th-graders
 - **Yes or No** (circle one) 6th-graders will be participating, in at least one sport, with 7th- and 8th-graders
3. _____
 Name of Junior High/Middle School _____
 Configuration of grades in school (e.g. K-6, 6-8, 7-8, 7-9): _____
 Provide anticipated 2017-18 7th- and 8th-Grade Enrollment: _____
 Provide anticipated 2017-18 6th-Grade Enrollment: _____
 - **Yes or No** (circle one) 6th-grade students will be participating in one or more sports for the above school
 - **Yes or No** (circle one) *6th-graders are housed in the same building as 7th- and 8th-graders
 - **Yes or No** (circle one) 6th-graders will be participating, in at least one sport, with 7th- and 8th-graders

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2017-2018 Athletic Training Management Agreement

Between

**MedSport, a Program of
The Regents of the University of Michigan**

and

Whitmore Lake

Purpose

The Regents of the University of Michigan, on behalf of its MedSport Sports Medicine Program ("MedSport"), submits for acceptance to the Whitmore Lake Athletic Department (the "School") this Athletic Training Management Agreement ("Agreement"). MedSport will be the sole operator of athletic training services for student athletes within the School's athletic program.

Management Overview

Areas of management responsibilities to be assumed by MedSport:

Staffing and Athletic Training Services

MedSport will assume responsibility for recruitment, employment, and management of a certified licensed athletic trainer (the "Athletic Trainer"). He/she will provide athletic training services at the School as described in greater detail in Exhibit A ("Athletic Training Services"). The Athletic Trainer will not act as a physician, but only as an allied health professional, trained in the areas of prevention, recognition, initial treatment, and rehabilitation of injuries caused during physical activity or athletics. A certified athletic trainer is not a physician and neither qualified nor able to assess any cardiovascular or other physiological issues that are in the realm of a physician's area of expertise.

Scope

MedSport will provide 100% of the Athletic Training Services to the School's athletic teams. The Athletic Trainer and School's Athletic Director will collectively develop a plan regarding practice coverage, event coverage and location during these practices and events for all sports teams. The Athletic Trainer will make referral decisions based on extent of each injury. The Athletic Trainer, coaches, and parents (if a minor) will be notified (if possible) regarding extent of injury and referral decisions. In the event of an emergency, the Athletic Trainer will make the final determination regarding referral based on the extent of each injury.

Confidentiality

The parties acknowledge and agree that the federal Family Education Rights and Privacy Act ("FERPA"), and not the Health Insurance Portability and Accountability Act ("HIPAA"), governs the privacy of records created under this Agreement. All personal information reviewed or created regarding students by MedSport in the course of providing Athletic Trainer Services under this Agreement will be kept in strict confidence and will not be released without the written permission of the athlete or athlete's parents or guardian, if the athlete is a minor, or as otherwise permitted or required by law. The Athletic Trainer shall not be requested or required to release such personal information to a coach, athletic director, other School representative, media, or any third party without the necessary written permission. Nothing in this Agreement shall be deemed to preclude MedSport from exercising appropriate oversight over the Athletic Trainer's services. Athletic Trainer may disclose any information received from School or any Athlete to MedSport for this purpose.

Emergency Procedures

MedSport will assist the School's athletic department in the development of emergency procedures. In the event of a medical emergency, the individual will be transported to the University of Michigan Hospitals and Health Centers (Emergency Department) or the nearest appropriate facility via community emergency ambulance service. The Athletic Trainer will use an AED in the event it is appropriate as per established emergency protocols.

School Responsibilities

The School's responsibilities in connection with this Agreement include:

Payment

The detailed financial arrangement between the parties is attached as Exhibit B.

Supplies

The School's athletic department will purchase, at the School's sole cost and expense, all supplies and equipment needed by MedSport personnel except for an Automated External Defibrillator, which will be purchased, maintained and used exclusively by MedSport.

Releases

The School will secure all necessary consents, authorizations and other releases to permit MedSport to provide athletic training services to the School's athletes and to release the University of Michigan from any liability in connection with the athlete's participation in sports and related activities. MedSport assumes in providing services to School and its athletes that School has secured all such necessary consents, authorizations and releases. To secure appropriate parent/guardian consent for provision of health care services to students under age eighteen (18) when parents are not immediately available, School may use the form available at <http://www.med.umich.edu/1libr/pa/TemporaryConsentMedicalTreatment.pdf>. School acknowledges that Michigan law prohibits use of such a form for more than six (6) months; accordingly, School will secure appropriate parent/guardian consent at least once every six (6) months for students receiving Athletic Training Services throughout the year.

Records

The School acknowledges that MedSport will maintain its records of the Athletic Training Services separately from the medical records of any students who seek medical services on-site at MedSport. Each party will maintain all records of services provided by MedSport, including logs, notes, and other records, for a period of at least three (3) years following expiration or termination of this Agreement and in compliance with applicable law, including without limitation the federal Family Education Rights and Privacy Act ("FERPA").

General Requirements

The following general requirements apply to both parties to this Agreement:

Insurance

The University of Michigan Health System ("UMHS") will bill for services rendered on-site at the University of Michigan Health System to those receiving care within UMHS. Any charges not reimbursed by insurance will be submitted to the parent or guardian of a participating student, as applicable, who in turn will be responsible for payment. The School agrees to have an insurance policy in effect throughout the term of this Agreement as a secondary policy so that all services rendered by MedSport or UMHS in connection with this Agreement will be guaranteed for payment.

Liability Insurance

Each party agrees to maintain commercial general liability insurance, including contractual liability, with limits not less than \$1 million per occurrence and \$3 million annual aggregate and incidental medical malpractice insurance with limits not less than \$1 million per occurrence and \$3 million annual aggregate (if providing any medical treatment). Each party agrees to provide evidence of such insurance or self-insurance upon request and to provide the other with 30 days prior written notice of any reduction in stated limits or cancellation of such insurance.

Further, in the event of any loss or damage or potential of such arising out of this Agreement, each party agrees to notify the other as soon as possible and to cooperate with the other in the investigation and/or settlement of such occurrence.

Indemnification

To the extent permitted by law, each party agrees to indemnify, defend, and hold the other harmless from any claims, expenses, or damages that result from the negligent acts or omissions of employees, contractors, agents, or other representatives of the indemnifying party in connection with this Agreement. Neither party shall be liable to the other for any claims, damages, or expenses incurred as a result of the negligent acts or omissions of the other or the other's employees, contractors, agents, or other

representatives. The indemnifying party shall keep the other party reasonably apprised of the continuing status of the claim, including any proceeding from it, and shall permit the other party, at its expenses, to participate in the defense of the claim and any settlement discussions. When a claim is resolved by the indemnifying party's payment of money, the indemnifying party shall have final authority regarding defense and settlement.

Term

The term of the Agreement is for the period beginning August 7, 2017 and ending June 16, 2018. The Service Fee described in Exhibit B is payable in four installments. The billing dates will be October 31, 2017, December 31, 2017, February 5, 2018, and May 2, 2018. At least 30 days prior to the expiration of the contract, MedSport and the School will enter into discussion regarding renewal.

Use of Names and Marks

Neither party may use the other's name, marks, or identity without the other's prior written consent.

Independent Contractors

The parties are independent contractors and there is no joint venture, partnership, employment relationship, or other such relationship intended or created by this Agreement. The Agreement does not and shall not be construed to establish any rights or benefits in any third parties including any students or their families.

Termination

Either party may cancel this Agreement by providing thirty (30) days' notice to the other party.

Entire Agreement

This Agreement and its Exhibits constitute the entire understanding between the parties with respect to its subject matter and may not be amended except by an agreement signed by authorized individuals from both parties. Any handwritten changes on the face of this document shall be ignored and have no legal effect unless initialed by both parties.

Choice of Law and Forum

This Agreement shall be governed by and construed under the laws of the State of Michigan, without regard for principles of choice of law. Any claims, demands or actions asserted against The Regents of the University of Michigan must be brought in the Michigan Court of Claims. The School, on behalf of itself and its successors and assigns, consents to the jurisdiction of Washtenaw County Circuit Court of the State of Michigan with respect to any claims arising under this Agreement.

Binding Agreement

This Agreement becomes binding when signed by authorized representatives of both parties. Each individual signing below represents and warrants that he or she is an authorized representative of his or her respective institution.

SCHOOL: Whitmore Lake High School

**REGENTS OF THE UNIVERSITY
OF MICHIGAN**

BY: _____

NAME (PRINTED): _____

Marschall S. Runge, M.D., Ph.D

TITLE: _____

Executive V.P. for Medical Affairs
Dean, University of Michigan Medical School

DATE: _____

EXHIBIT A

Athletic Training Services

- Evaluate, manage and treat athletic-related injuries and conditions.
- Refer individuals to physicians as appropriate.
- Apply strapping, bandaging, or bracing designed to prevent or protect athletes against injury.
- Design and implement rehabilitation, conditioning and weight-training programs and develop an emergency action and AED plan.
- Assist in development and implementation of training menus and diets.
- Provide coverage for on-site school practices and events while working within the amount of hours per the school contract.
- Provide coverage for all away varsity football contests (if applicable).
- Administer first aid and acute treatment.
- Maintain inventory records; order equipment and supplies as needed based on school budgets.
- Assist in training of students who are interested in the field of athletic training.
- Serve as liaison between school administration, coaches, athletes and parents.

EXHIBIT B

EXHIBIT B

Whitmore Lake High School Financials

- Services provided to **Whitmore Lake** High School for 44 weeks from **August 7, 2017** to **June 16, 2018**
- Total hours at = 852
- Average hours per week = 19

- Total Cost to High School = **\$21,218**

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Whitmore Lake Public Schools

**2016-2017
Final Budget Summary**

**2017-2018
Original Budget Summary**

To Be Presented for First Reading and Public Hearing
June 19, 2017

To be Presented for Adoption
June 26, 2017

Whitmore Lake Public Schools

General Fund

BUDGET SUMMARY

	2016-17 AMENDED BUDGET	2016-17 FINAL BUDGET	2017-18 ORIGINAL BUDGET
Revenues and Other Sources	10,507,783	10,546,751	10,119,749
Expenditures and Other Uses	10,327,181	10,247,690	10,328,514
Excess (Shortfall) of Revenues over Expenditures	180,602	299,061	(208,765)
Fund Balance - Beginning of Year	712,013	712,013	1,011,074
Fund Balance - End of Year	892,615	1,011,074	802,309
Total Fund Balance as a Percent of Revenue	8.5%	9.6%	7.9%

WHITMORE LAKE PUBLIC SCHOOLS

General Fund

Revenues and Operating Transfers

Property Type	Taxable Values	Estimated Tax Revenues
PRE & Qual Agricultural	\$ 219,585,855	\$ -
Commercial Personal	\$ 6,809,724	\$ 40,858
Non-PRE	\$ 112,650,732	\$ 2,027,713
Total Taxable Value	<u>\$ 339,046,311</u>	<u>\$ 2,068,572</u>

Non-PRE Levy: 18.0000 Mills
Commercial Personal Levy: 6.0000 Mills

	2016-17 AMENDED BUDGET	2016-17 FINAL BUDGET	2017-18 ORIGINAL BUDGET
LOCAL REVENUE:			
Property Taxes	2,028,011	1,985,058	2,068,572
Delinq/PILT Tax Collections	30,000	17,802	30,000
Interest on Investments	4,000	8,600	8,000
Kids Club, Tuition Presch	80,000	75,000	80,000
Billboards & Facility Rental	220,000	210,000	200,000
Athletics	105,860	105,860	105,860
Other Local	90,000	105,000	90,000
TOTAL LOCAL REVENUE	<u>\$ 2,557,871</u>	<u>\$ 2,507,320</u>	<u>\$ 2,582,432</u>
STATE REVENUE:			
Proposal A	1,908,375	1,949,935	1,872,453
Special Ed. Headlee	523,941	523,941	523,941
Discretionary	2,196,317	2,197,728	2,246,378
At Risk - Section 31A	167,573	256,087	242,573
Early Literacy Targeted Instruction	7,260	7,260	0
Assessments State	0	1,318	0
First Robotics Grant	4,100	4,100	4,000
Vocational Education	53,715	6,715	10,000
Data Collection Headlee Oblig.	21,260	21,272	21,260
Hold Harmless Guarantee	7,513	7,517	6,500
MPSERS Cost Offset	74,444	74,444	74,444
MPSERS UAAL Rate Stabilization	659,702	659,702	659,702
Prior Year State Aid Adjustments	40,486	67,344	0
TOTAL STATE REVENUE	<u>5,664,686</u>	<u>5,777,363</u>	<u>5,661,251</u>
FEDERAL REVENUE:			
Funded Grants	675,342	675,342	645,591
TOTAL FEDERAL REVENUE	<u>675,342</u>	<u>675,342</u>	<u>645,591</u>
OTHER REVENUE:			
County Special Education PA-18	\$ 1,256,956	\$ 1,233,798	\$ 1,004,664
Medicaid Proceeds	127,116	127,116	0
WISD Misc; GSRP	141,335	141,335	141,335
Services Provided To/By Other LEAs	84,477	84,477	84,477
TOTAL OTHER REVENUE	<u>\$ 1,609,884</u>	<u>\$ 1,586,726</u>	<u>1,230,476</u>
TOTAL REVENUES	<u>\$ 10,507,783</u>	<u>\$ 10,546,751</u>	<u>10,119,749</u>

WHITMORE LAKE PUBLIC SCHOOLS

General Fund

Expenditures and Operating Transfers

	Function	2016-17 UPDATED BUDGET	2016-17 FINAL BUDGET	2017-18 PRELIMINARY BUDGET
1111	Elementary	1,966,626	1,983,031	1,930,625
1113	High School	2,023,960	2,050,164	1,998,148
1118	Pre-School	303,950	350,077	326,877
	Total Basic Programs	4,294,536	4,383,272	4,255,650
1122	Special Education	504,330	377,992	468,900
1125	Compensatory Education	178,156	161,819	175,000
1127	Career & Technical Education	223,751	193,000	203,300
	Total Added Needs	906,237	732,811	847,200
	Total Instruction	5,200,773	5,116,083	5,102,850
1212	Guidance	119,948	116,544	124,222
1213	Health	85,027	86,486	87,527
1214	Psychology	21,000	12,000	20,000
1215	Speech	220,004	184,341	184,281
1216	Social Workers	154,354	157,504	159,650
1218	Teacher Consultants	854,243	856,304	860,759
	Total Pupil Support	1,454,576	1,413,179	1,436,439
	Total Instruction and Pupil Support	6,655,349	6,529,262	6,539,289
1221	Improvement of Instruction	295,649	347,407	296,593
1222	Media Services	36,459	40,119	39,295
1226	Supervision of Instructional Staff	141,132	131,366	171,862
1227	Academic Student Assessment	32,309	39,797	32,390
	Total Instructional Staff Services	505,549	558,689	540,140
1231	Board of Education	93,767	69,106	108,500
1232	Executive Administration	200,681	210,768	200,391
	Total General Administration	294,448	279,874	308,891
1241	Office of the Principal	498,974	485,044	496,574
1249	Other School Administration	0	1,500	
	Total School Administration	498,974	486,544	496,574
1252	Fiscal Services	294,397	291,676	288,877
1259	Other Business Services	72,000	64,828	72,000
	Total Business Services	366,397	356,504	360,877
1261	Operating Buildings Services	934,363	933,319	933,667
1266	Safety and Security	7,500	5,500	7,500
	Total Operations and Maintenance	941,863	938,819	941,167
1271	Pupil Transportation	446,061	477,563	494,564
	Total Pupil Transportation	446,061	477,563	494,564
1282	Communications	101,430	92,435	101,802
1283	Personnel	57,900	43,470	35,000
1284	Technology Services	147,269	121,499	160,000
1285	Pupil Accounting	3,300	2,025	3,300
	Total Central Support Services	309,899	259,429	300,102
1293	Support Service-Athletics	253,716	236,027	251,398
	Total Support Service-Athletics	253,716	236,027	251,398
1351	Custody & Care of Children	43,150	61,866	40,058
1371	Non-Public School Pupils		42,235	44,203
1391	Community Services	11,775	14,888	11,251
	Total Community Activities	54,925	118,989	95,512
	Total Expenditures and Operating Transfers	10,327,181	10,172,594	10,328,514