

MUSKEGON COUNTY BOARD OF COMMISSIONERS  
MUSKEGON COUNTY, MICHIGAN

AGENDA

**COURTS/PUBLIC SAFETY COMMITTEE**

Hall of Justice  
990 Terrace, Muskegon, MI  
April 2, 2013 - 4:00 PM

Benjamin Cross, Chair  
Susie Hughes, Vice-Chair

- 
1. Call to Order
  2. Roll Call
  3. Approval of Minutes of March 5, 2013
  4. Public Comment (on an agenda item)
  5. Items for Consideration
    - CPS13/04 – 11 (Circuit Court) Approve to Increase the Number of Clerk Bailiff/NB – Hourly Positions from Two to Four
    - CPS13/04 – 12 (Sheriff's Office) Approve the Sheriff's Office Leasing Four Current Model Year Harley Davidson Patrol Motorcycles from Sandy's Harley Davidson and Authorize Sheriff to Sign Necessary Agreements; Authorize Transfer of Funds from Sheriff's Operation Budget to Secondary Road Patrol Grant
    - CPS13/04 – 13 (Sheriff's Office) Approve the Uniformed Law Enforcement in Work Zones Agreement Between Sheriff's Office and Michigan Department of Transportation
    - CPS13/04 – 14 (Youth Services) Approve Agreement with County of Muskegon and the Whitehall School District for School Services to the Juvenile Transition Center; Authorize Board Chair to Sign
  6. Old Business
  7. New Business
  8. Public Comment (on a new topic)
  9. Adjournment

**Public Comment**

Persons may address the Commission during the time set aside for Public Comment or at any time by suspension of the rules. All persons must address the commission and state their name for the record. Comments shall be limited to two (2) minutes for each participant, unless time is extended prior to the public comment period by a vote of a majority of the commission.

AMERICAN DISABILITY ACT POLICY FOR ACCESS TO OPEN MEETINGS OF THE  
MUSKEGON COUNTY BOARD OF COMMISSIONERS AND ANY OF ITS  
COMMITTEES OR SUBCOMMITTEES

The County of Muskegon will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities who want to attend the meeting upon 24-hours notice to the County of Muskegon. Individuals with disabilities requiring auxiliary aids or services should contact the County of Muskegon by writing or calling: Administration, 990 Terrace Street, Muskegon, MI 49442 (231) 724-6520

**Muskegon County  
Courts/Public Safety Committee Meeting  
March 5, 2013  
3:30 p.m.  
Hall of Justice, 4<sup>th</sup> Floor  
Muskegon, MI**

**Benjamin Cross, Chair**

**Susie Hughes, Vice-Chair**

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**MINUTES**

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**CALL TO ORDER**

The meeting was called to order by Commissioner Cross at 3:30 p.m.

**ROLL CALL**

Present: Benjamin Cross, James Derezinski, Marvin Engle, Susie Hughes, Kenneth Mahoney, Charles Nash, Terry Sabo, Robert Scolnik, Rillastine Wilkins

**APPROVAL OF MINUTES**

It was moved by Hughes, supported by Mahoney, to approve the minutes of the February 5, 2013, meeting as written. Motion carried.

**PUBLIC COMMENT (On an agenda item)**

Mr. Scott Plummer addressed the Board regarding agenda item #CPS13/03-07 and voiced his support of a new jail and juvenile transition center.

**ITEMS FOR CONSIDERATION**

CPS13/03 -06 It was moved by Nash, supported by Mahoney, to authorize an increase in the hourly wage of Judy Carnes from \$15.526 to \$19.688 effective December 17, 2012 until such time as a full time Circuit Court Legal and Scheduling Secretary can be appointed. Motion carried.

CPS13/03 - 07 It was moved by Derezinski, supported by Hughes, to accept the JJTCC recommendation to proceed with the new Jail and Juvenile Transition Center proposed option including the two alternates and authorize Administration to coordinate two (2) Request for

Proposals (RFP); 1) architectural services and 2) construction management services.

It was moved by Mahoney, supported by Engle, to suspend the rules and allow for public comment. Motion carried.

Mr. Joe Mrak, RQAW, gave a Power Point presentation on the renovation of the existing jail and new construction across Pine Street with a connecting tunnel between the two buildings. Mr. Mrak also discussed the new Juvenile Transition Center which is recommended be located at South Campus in the southwest corner.

Mr. Heath Kaplan, Finance & Management Services Director, introduced Mr. Jim Sabonis from First Southwest. Mr. Sabonis presented a Power Point presentation regarding the County's financial plan and bond rating which is strong. He also discussed the County's existing debt and debt capacity.

Original motion carried.

CPS13/03 – 08 It was moved by Nash, supported by Sabo, to approve the one-year extension of the Agreement for the Partnership in Neighborhood Safety Program between the Townships of Laketon, Fruitland and Whitehall, the Muskegon County Sheriff and the Board of Commissioners with the County's share of the cost being 50% or \$110,764.58 and authorize the Board Chair and Sheriff to sign the document. Motion carried.

CPS13/03 – 09 It was moved by Nash, supported by Hughes, to accept the Joint Endeavor Agreement between the PRAECIPIO and Muskegon County on behalf of the Muskegon County Sheriff Department/Emergency Services, and direct the Board Chair and appropriate staff to sign the agreement, term 3/15/13 through 6/30/15. Motion carried.

#### **OLD BUSINESS**

None.

#### **NEW BUSINESS**

CPS13/03 – 10 It was moved by Wilkins, supported by Mahoney, to approve a tribute in recognition and appreciation of Mr. Gary Conrad. Motion carried.

Courts & Public Safety Committee  
Minutes  
March 5, 2013  
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**PUBLIC COMMENT (On a new topic)**

Mr. Matt Crehan addressed the Board regarding motion #CPS13/03 – 07.



**ADJOURNMENT**

There being no further business to come before the Courts & Public Safety Committee, the meeting adjourned at 5:04 p.m.

# REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED    NON-BUDGETED    PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Circuit Court	COMMITTEE DATE April 2, 2013	REQUESTOR SIGNATURE Eric Stevens	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>The Circuit Court currently has a pool of two Clerk Bailiff/NB - Hourly and four Cir Ct Legal &amp; Sced Secty Hrly positions to call upon when the regular employee is unavailable to work.</p> <p>The Circuit Court is requesting to increase the number of available Clerk Bailiff/NB - Hourly positions to four which will help provide the flexibility required when contacting a substitute.</p> <p>This request is budget neutral; the increased number of hourly positions will provide flexibility for scheduling purposes only.</p>			
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>I move for the board to increase the number of Clerk Bailiff/NB - Hourly positions (at the rate of \$15.02 per hour) from two to four for scheduling purposes.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<p><u>HUMAN RESOURCES ANALYSIS:</u></p> <p>Recommend Approval D. Groeneveld</p>		<p><u>FINANCE &amp; MANAGEMENT ANALYSIS:</u></p> <p style="text-align: center;"><i>Recommend Approval</i></p>	
<p><u>CORPORATE COUNSEL ANALYSIS:</u></p>		<p><u>ADMINISTRATOR RECOMMENDATION:</u></p> <p style="text-align: center;"><i>approval BBA</i></p>	
AGENDA DATE: <i>4/2/13</i>	AGENDA NO.: <i>CPS 13/04-11</i>	BOARD DATE: <i>4/9/13</i>	PAGE NO.

# REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts and Public Safety		BUDGETED X		NON-BUDGETED		PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Sheriff's Office			COMMITTEE DATE 4/2/13		REQUESTOR SIGNATURE		
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)							
<p>The Sheriff's Office is requesting to lease four (4) Harley Davidson Patrol motorcycles on a two year lease from Sandy's Harley Davidson. The annual lease cost per motorcycle is \$500.00 each per year and a one-time lettering charge of \$150.00 per motorcycle to be done by Source One. This is a first year cost of \$2,600.00. Nine hundred and fifty dollars will come out of the Sheriff's Contributions and Donations account and the remainder will be charged to the Sheriff's budget. Increase the County's contribution to the Secondary Road Patrol grant by \$1,300.00 which would come out of the Sheriff's Operation budget.</p>							
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)							
<p>Move to approve the Sheriff's Office leasing four (4) current model year Harley Davidson Patrol motorcycles from Sandy's Harley Davidson and to have the Sheriff sign any necessary agreements. This would be a two year agreement with a first year cost of \$2,600.00. Increase the County's contribution to the Secondary Road Patrol grant by \$1,300.00 which would come out of the Sheriff's Operation budget.</p>							
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)							
<u>HUMAN RESOURCES ANALYSIS:</u>				<u>FINANCE &amp; MANAGEMENT ANALYSIS:</u>			
				<i>Retained Approval</i> 			
<u>CORPORATE COUNSEL ANALYSIS:</u>				<u>ADMINISTRATOR RECOMMENDATION:</u>			
				<i>Approval</i> 			
AGENDA DATE: 4/2/13		AGENDA NO.: CPS 13/04-12		BOARD DATE: 4/9/13		PAGE NO.	

### Harley Lease - 2013

Lease Cost	Qty	Cost Yr 1
\$ 500.00	4	\$ 2,000.00
Lettering Cost		
\$ 150.00	4	\$ 600.00
Total Cost		\$ 2,600.00

			\$ 2,600.00
1010	0301	675000	<u>\$ (950.00)</u>
1010	0301	853000	\$ 1,650.00

\$950 will be moved from 1010-0301-675000  
to 1010-0301-944000  
\$350 will be moved from 1010-0301-853000  
to 1010-0301-944000  
\$1,300 will be moved from 1010-0301-675000  
to 1210-0315-944000 (SRP)

## MOTORCYCLE LEASE AGREEMENT

This lease agreement is made on \_\_\_\_\_, between SANDY'S HARLEY-DAVIDSON SPORT CENTER, INC. ("Lessor"), located at 11940 N. Maple Island Road, Fremont, Michigan 49412, and \_\_\_\_\_ ("Lessee"), located at \_\_\_\_\_.

### AGREEMENT

In consideration of the mutual acts and promises, the parties agree as follows:

1. **Lease.** Lessor leases to Lessee, and Lessee leases from Lessor, the following described Motorcycle(s) ("the Motorcycle") owned by Lessor:
2. **Term.** The term of this lease shall be twelve months, commencing on \_\_\_\_\_.
3. **Delivery of Motorcycle.** Lessor will pursue all reasonable diligence to deliver the leased Motorcycle to Lessee on the execution of this lease; however, will not be liable to Lessee for any failure or delay in obtaining the vehicle or making delivery, if Lessor has exercised reasonable diligence in attempting to make the delivery.
4. **Rental.** Lessee agrees to pay Lessor as rent for each Motorcycle leased hereunder the sum of \$ \_\_\_\_\_ per ~~quarter~~<sup>year</sup> in advance, commencing on \_\_\_\_\_. All rent shall be paid to Lessor at the address set forth above, or at any other address that Lessor shall specify in writing. The sums payable under this lease shall entitle Lessee the right to possess, use, and operate the subject Motorcycle(s) during the term of this lease and shall not transfer to Lessee any equity interest in the Motorcycle(s).
5. **Substitution of Motorcycles.** Lessor shall have the right to substitute a comparable motorcycle for the cycle listed herein.
6. **Security Deposit.** Lessee shall deposit with Lessor the sum of \$ \_\_\_\_\_, as



security for the performance by Lessee of the terms and conditions of this lease. If lessee fully complies with all terms, the deposit will be refunded to Lessee on termination of the lease. Should Lessee fail to comply with any of the terms, the deposit may be applied by Lessor to payment of the costs and expenses, including attorney fees, incurred by Lessor as a result of the default; the deposit, however, will not be considered as payment for lease payments due, nor will it release Lessee from the obligation to make the lease payments or from any of the obligations assumed by Lessee.

7. Taxes. Lessee shall pay all taxes, assessments, and other governmental charges levied against the Motorcycle or this lease agreement.
8. Insurance. Lessee agrees to procure and pay the premium for insurance covering both damage to persons and property incurred as result of the use of the Motorcycle, with liability coverage of no less than one million dollars (\$1,000,000), with an insurance company satisfactory to Lessor. The insurance policy shall name both parties as insured parties. The insurance policy shall cover liability for any loss, damage, injury, or other casualty to persons or property caused or occasioned by or arising from any use of the Motorcycle by or negligence of Lessee or any of Lessee's agents, servants, or employees during the lease term. The insurance policy also shall provide for full standard extended risk insurance covering damage to the Motorcycle by fire, wind, storm, or other insurable casualties, in an amount equal to the full insurable replacement value of the Motorcycle. A copy of the insurance policy or a certificate of coverage shall be provided to Lessor. Lessee must promptly notify Lessor of any accident or incident that may result in an insurance claim.
9. Risk of Loss and Damage. Lessee will bear all risks of damage or loss of the Motorcycle, or any part thereof, not covered by insurance. No abatement or reduction in rental fees shall be granted while the Motorcycle is being repaired.
10. Licensing and Registration. The title of the Motorcycle will be registered in the name of the Lessor. Lessor will obtain the license plates and registration, with the fee for same being the responsibility of the Lessee.
11. Use of Motorcycle. Lessee shall not use or permit the use of the leased Motorcycle in a negligent or improper manner in violation of any law, so as to void any insurance covering the vehicle, or as a public or private carrier. Lessee shall also not permit the vehicle to become subject to any lien, charge, or encumbrance. Lessee shall not remove the Motorcycle from the state of Michigan without the written permission of

Lessor. Lessee agrees that the Motorcycle will be operated by competent employees and will be used solely in the conduct of Lessee's business. Only licensed drivers with the proper motorcycle endorsement shall use the Motorcycle. In no event shall the Motorcycle be operated by a person under the influence of drugs or alcohol. Lessee agrees not to permit others to use the Motorcycle, for hire or otherwise, without first obtaining the written consent of Lessor.

12. Responsibility for Care, and Maintenance of Motorcycle.

- a. Lessee shall be responsible for the gasoline, oil, batteries, and tires necessitated by Lessee's use of the Motorcycle.
- b. Lessee also shall maintain the Motorcycle in good condition and repair and shall make all necessary repairs and adjustments at Lessee's expense.
- c. Lessee agrees to maintain the vehicle in accordance with the recommendations in the manufacturer's manual.
- d. The manufacturer's standard warranty on new motorcycles shall apply to each Motorcycle, and a copy of said warranty shall be provided to the Lessee. The parties agree to cooperate fully to insure that the maximum permissible amount of repairs and adjustment to each Motorcycle are covered by said warranty.
- e. Repairs and service shall only be completed by a mechanic authorized by the manufacturer of the Motorcycle.
- f. Lessee agrees not to change, alter, or remove, or permit to be changed, altered, or removed, any insignia, lettering, serial number, or model name on the Motorcycle. If requested by Lessor, Lessee shall identify the Motorcycle conspicuously with lettering indicating Lessor's ownership.
- g. In the event of any loss, theft, or destruction of all or any part of the Motorcycle, or damage of it beyond repair, Lessee shall notify Lessor promptly and hold the Motorcycle or any wreckage available for disposal.
- h. Lessee agrees to keep the Motorcycle clean and properly garaged.
- i. Lessee shall be responsible to promptly pay for any traffic, parking, or other fines incurred as a result of its use of the Motorcycle.

13. Ownership. The Motorcycle is, and shall at all times remain, the sole and exclusive property of Lessor; Lessee shall have no right, title, or interest in it except as expressly set forth in this lease.

14. Assignment; Subletting. Lessee agrees not to assign, sublease, or transfer the leasehold interest in the Motorcycle granted under this lease without first receiving

- the prior written consent of Lessor.
15. Quiet Enjoyment. Lessor covenants and agrees with Lessee that if Lessee performs all of the conditions and covenants in this lease, Lessee shall peaceably and quietly hold, possess, and use the Motorcycle.
  16. Security Interest. Although the parties specifically intend that the Motorcycle is being leased only and do not intend to sell or purchase the Motorcycle now or later, if there is any claim that the lease actually is a sale, then Lessee grants Lessor a security interest in the Motorcycle.
  17. Default. Upon the occurrence of any of the below listed actions, Lessee shall be in default of this agreement and Lessor or its agents may, without demand or notice, terminate this lease agreement and enter, with or without process of law, into any premises of or under the control or jurisdiction of Lessee or any agent of Lessee where the Motorcycle may be and take possession of the Motorcycle. Lessee expressly waives all further rights to possession of the Motorcycle and all claims for injury suffered through or loss caused by the repossession. Lessee shall be in default of this lease if:
    - a. The Lessee defaults in making any payment under this lease
    - b. The Lessee violates or fails to perform any of the terms and provisions contained in this lease
    - c. Any policy of insurance required under this lease is canceled or expires.
    - d. The Lessee becomes insolvent, files a petition in bankruptcy, has a receiver appointed, executes an assignment for the benefit of creditors, ceases doing business as a going concern, has a writ of attachment, garnishment, execution, or other legal process issued against Lessee, the Motorcycle, or any of Lessee's other property.
    - e. The Lessee attempts to remove, sell, transfer, encumber, sublet, or part with possession of the Motorcycle.
  18. Waiver. Failure of Lessor to insist on the performance of any of the terms of this lease, or the exercise any right or privilege conferred in this lease, shall not be construed as a waiver of the terms and shall not effect Lessor's right to enforce same at such time as it deems proper.
  19. Return of Motorcycle. On expiration of the lease term or default of its provisions, Lessee must return the vehicle to the Lessor in the same condition as when received, less reasonable wear and tear.

20. **Indemnification.** Lessee agrees to indemnify Lessor against all claims, losses, causes of action, and expenses, including attorney fees and legal expense, arising from the use, maintenance, and operation of the Motorcycle.
21. **Notices.** Any notice specified in this lease shall be deemed properly given if delivered in writing personally or by first class mail to the parties at their addresses listed above, or at any other addresses that may be communicated by the parties to each other in writing.
22. **Severability.** If any provisions of this lease are determined to be illegal or unenforceable, then the remaining provisions shall nevertheless be binding with the same force and effect as if the illegal or unenforceable parts were deleted.
23. **Headings.** The headings contained in this lease are for convenience only and are not to define, explain, modify, or aid in interpreting the contents of this lease.
24. **Entire Agreement and Binding Effect.** This lease contains all of the terms and conditions of this rental and shall be binding upon and inure to the benefit of Lessor and Lessee and their respective heirs, administrators, successors, and assigns.
25. **Governing Law.** This lease agreement shall be subject to and governed by the laws of the state of Michigan, and the parties consent to jurisdiction of the Newaygo County, Michigan courts over this agreement and over the parties in any proceeding to enforce this agreement.
26. **Counterparts.** This lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.
27. **Gender and Number.** As used in this lease, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender or neuter shall be applicable to all genders and neuters.

The parties have executed this lease agreement on \_\_\_\_\_

**LESSOR:**  
SANDY'S HARLEY- DAVIDSON  
SPORT CENTER, INC.

By: Marilyn L. Corley

Its Pres

**LESSEE:**

\_\_\_\_\_

c:\agreent\lease.Harley

# REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON


COMMITTEE Courts and Public Safety		BUDGETED    NON-BUDGETED    PARTIALLY BUDGETED	
REQUESTING DEPARTMENT Sheriff's Office	COMMITTEE DATE 4/2/13	REQUESTOR SIGNATURE	
<p>SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)</p> <p>The Sheriff's Office has been given the opportunity to participate in the Uniformed Law Enforcement in Work Zones through the Michigan Department of Transportation (MDOT). Muskegon County is allocated up to \$11,000.00 in over-time patrols in designated construction zones. This agreement will end October 2013 and has no impact to the general fund.</p>			
<p>SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)</p> <p>Move to approve the Uniformed Law Enforcement in Work Zones agreement between the Muskegon County Sheriff's Office and the Michigan Department of Transportation.</p>			
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)			
<p><u>HUMAN RESOURCES ANALYSIS:</u></p>		<p><u>FINANCE &amp; MANAGEMENT ANALYSIS:</u></p> <p style="text-align: center;"><i>Recommended Approval</i></p>	
<p><u>CORPORATE COUNSEL ANALYSIS:</u></p>		<p><u>ADMINISTRATOR RECOMMENDATION:</u></p> <p style="text-align: center;"><i>Approval</i></p> <p style="text-align: center;"><i>BBH</i></p>	
AGENDA DATE: 4/2/13	AGENDA NO.: CPS 13/04-13	BOARD DATE: 4/9/13	PAGE NO.

FY 2013 Work Zone Enforcement  
Grand Region

JOB NUMBER	CONTROL SECTION	ROUTE	LOCATION	Construction Zone Description	START DATE	COMPL DATE	HOURS	RATE/HR	BUDGET	HOURS CHARGED TO DATE	AMOUNT BILLED TO DATE	ENGINEER	ENFORCEMENT AGENCY
109737	70024	I-196	over 96th Avenue (S02 of 70024)		5/6/2013	7/22/2013	40	\$100	\$4,000			Tanya	Ottawa County
109751	70024	I-196	under 8th Avenue (S13 of 70024)										
109853	61072	US-31	Under Shelter Road (S01 of 61072)		7/9/2013	9/23/2013	20	\$100	\$2,000			Tanya	Muskogon County
110035	70023	I-196 BL	at 100th, 101st & 104th Avenues		7/8/2013	8/26/2013	20	\$100	\$2,000			Tanya	MSP
110086	70014		at Warner Street										
110681	70013	US-31	at Van Buren Street		6/10/2013	9/16/2013	20	\$100	\$2,000			Tanya	MSP
113383	70013		at Blair Street										
110184	61151	US-31 BR EB	over the Black Creek (B02-3 of 61151)		4/1/2013	6/24/2013	20	\$100	\$2,000			Tanya	Muskogon County
110196	61151	US-31 BR WB	over the Black Creek (B02-4 of 61151)										
112199		I-196	from Ottawa S. County Line east to 64th Avenue		5/6/2013	6/24/2013	20	\$100	\$2,000			Tanya	Ottawa County
103243	70064	I-96	New Structures at I-96/M-231				300	\$100	\$30,000			Chris	Ottawa County / MSP
105718	61153	US-31 BR	1st Street north to the S. Channel of the Muskogon River		9/30/2013	10/21/2013	20	\$100	\$2,000			Leo	Muskogon County
106892	70016	US-31	under Taft Road (S04 of 70016)		4/22/2013	8/12/2013	20	\$100	\$2,000			Leo	MSP
112935	70016	US-31	under Ridge Street (S02 of 70016)										
109262	61152	I-96	at US-31 interchange		2/11/2013	7/15/2013	50	\$100	\$5,000			Leo	Muskogon County
113352	34913		Non-Interway signing				10	\$100	\$1,000			Leo	MSP
112156	61074	US-31	M-104 to Hill		8/12/2013	9/30/2013	20	\$100	\$2,000			Leo	MSP
115157	61152	I-96 WB	US-31 east to the Abandoned GTW Railroad		7/9/2013	8/30/2013	20	\$100	\$2,000			Leo	MSP

TOTAL:	580		\$58,000	0	\$0
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11,000

	<b>GUIDANCE DOCUMENT</b>	<b>IDENTIFIER</b>	<b>EFFECTIVE DATE</b>
		10202	06/02/2011
		<b>SUPERSEDES</b>	<b>DATED</b>
		NEW	07/19/2011
<b>RESPONSIBLE ORGANIZATION:</b>		System Operations & Management Section, Division of Operations	
<b>SUBJECT:</b>	Uniformed Law Enforcement in Work Zones		

**PURPOSE:**

The purpose of these guidelines is to outline the processes in which uniformed law enforcement provides services and assistance to the Michigan Department of Transportation (MDOT) in connection with highway work zones. These services are to enhance work zone safety and mobility, and are not to replace routine patrols by any police agency that patrols state trunklines as part of their normal operations.

**BACKGROUND:**

On December 5, 2007, the Federal Highway Administration (FHWA) published Subpart K of the Work Zone Safety and Mobility Final Rule regarding Temporary Traffic Control Devices. Item (c) in Section 630.1106 of Subpart K requires each agency to develop guidelines that address the use of uniformed law enforcement on federal-aid highway projects.

MDOT, in partnership with FHWA, has established the following guidelines to address the use of both state and local uniformed law enforcement on federal-aid highway projects. These guidelines should be considered as guidance for the use of uniformed law enforcement on all trunkline projects as well.


**GUIDELINES:**

A number of conditions may indicate the need or benefit of extra law enforcement in MDOT work zones. The presence of a uniformed law enforcement officer and marked law enforcement vehicle in view of traffic on a highway project can affect driver behavior, which helps to maintain appropriate speeds and improve driver alertness through the work zone.

The need for law enforcement is typically greatest on projects with high traffic speeds and volumes, and where the work zone is expected to result in potential disruption to or changes in normal traffic flow patterns. Specific project conditions should be examined to determine the need or potential benefit of law enforcement including, but not limited to, the following items as described in the Code of Federal Regulations, Title 23, Part 630, Subpart K, Section 630.1108:

- Frequent worker presence adjacent to high-speed traffic without positive protection devices.
- Traffic control setup or removal operations that present potential risks to workers and road users.
- Complex or very short-term changes in traffic patterns with potential for road user confusion or worker risk from traffic exposure.
- Night work operations that create potential traffic safety risks for workers and road users.
- Existing traffic conditions and crash histories that indicate a potential for safety and congestion impacts related to the work zone activity, and that may be mitigated by improved driver behavior and awareness of the work zone.



	<b>GUIDANCE DOCUMENT</b>	IDENTIFIER	EFFECTIVE DATE
		10202	06/02/2011
		SUPERSEDES	DATED
		NEW	07/19/2011
<b>RESPONSIBLE ORGANIZATION:</b>		System Operations & Management Section, Division of Operations	
<b>SUBJECT:</b>	Uniformed Law Enforcement in Work Zones		


- High-speed roadways where unexpected or sudden traffic queuing is anticipated, especially if the queue forms a considerable distance in advance of the work zone or immediately adjacent to the work space.
- Other work site conditions where traffic presents a high risk for workers and road users, such that the risk may be reduced by improving road user behavior and awareness.

The decision to utilize uniformed law enforcement should be made during the project scoping process and is to be evaluated during development of the project specific Transportation Management Plan (TMP). Work zone law enforcement is included in the scoping checklist to ensure efficient inclusion in project scoping. When deciding whether to include work zone law enforcement, the following should be performed/considered: an analysis of existing crashes, crashes in similar work zones, existing speed studies, and work zone traffic control. Historical crash histories on similar projects may provide valuable insight as to optimal scheduling of uniformed law enforcement. The specific nature of the services provided by law enforcement officers in the work zone are to be determined and coordinated by both the Traffic and Safety and Delivery Engineers. These services may change over the course of the project to address improved driver behavior, changes in traffic patterns, brief stoppages, and other conditions where traffic poses a high safety risk for workers and motorists.

A budgeted law enforcement amount should be included in the project budget after:

- An analysis of the seven items listed above has been conducted.
- A historical review of similar projects has taken place.
- Coordination with the project TMP.

Project staff should establish a law enforcement budget for the project based on total hours of need in conjunction with historical hourly rates for the respective law enforcement agencies. Agreed upon hourly rates may include, but are not limited to, costs associated with administration, mileage, and overtime rates, as applicable. This budgeted amount is to be included in the project scoping package. A miscellaneous construction line item can be setup in the projects financial budget via the MDOT Financial Obligation System (MFOS) to allocate funding for work zone law enforcement. This construction line item is internal to MDOT project budgeting and not an actual pay item in the construction contract. All estimated law enforcement costs, as included in MFOS for each project, are to be submitted to the Statewide Work Zone Office (SWZO). Budgeted work zone law enforcement costs on any project that exceed \$15,000 are to be approved by the region engineer. SWZO will provide quarterly reports of budgeted amounts, as well as expenditures for work zone law enforcement to the Region/Bureau Management Team.

	<b>GUIDANCE DOCUMENT</b>	IDENTIFIER	EFFECTIVE DATE
		10202	06/02/2011
		SUPERSEDES	DATED
		NEW	07/19/2011
<b>RESPONSIBLE ORGANIZATION:</b>		System Operations & Management Section, Division of Operations	
<b>SUBJECT:</b>	Uniformed Law Enforcement in Work Zones		

**TRAINING:**

Law enforcement officers are typically trained in traffic control operations by their respective agency. All law enforcement personnel that will be engaged in uniformed law enforcement in MDOT work zones are to watch the video titled "Work Zone Speed Limit Enforcement," which is available at: <http://www.state.mi.us/cjic/graphics/TrooperTraining.wmv>, and was developed by the Traffic Safety Division of the Michigan State Police (MSP), and can be obtained from SWZO.

Additional training materials are located at: [http://safety.fhwa.dot.gov/wz/law\\_enforce/](http://safety.fhwa.dot.gov/wz/law_enforce/). This FHWA Web site includes material related to the training program titled "*Safe and Effective Use of Law Enforcement Personnel in Work Zones*," as well as the following:

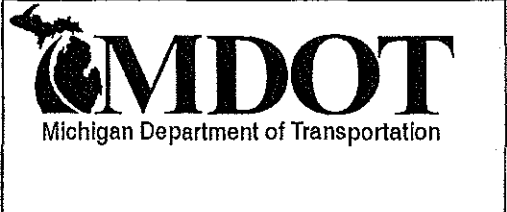
- Acronym List
- Instructors Guide
- Participants Workbook
- Pocket Guide
- Promotional Flyer

Law enforcement personnel are to review the pocket guide, as it contains useful information. All questions related to this pocket guide should be referred to the respective Transportation Service Center (TSC) prior to commencing law enforcement activities in MDOT work zones.

High visibility apparel is required to be worn by law enforcement personnel when engaged in work within the right-of-way for anything other than routine traffic stops. Examples of work requiring the use of high visibility apparel by law enforcement personnel include, but are not limited to, directing traffic and conducting lane closures. It is recommended that high visibility apparel be worn by law enforcement when performing routine traffic stops if within the work zone signing influence. High visibility apparel shall meet, at minimum, the American National Standards Institute's 207.2006 standard or the International Safety Equipment Association's Class 2 performance 107.2004 standard.

**COMMUNICATIONS:**

Interaction between MDOT and law enforcement agencies is to occur during the project planning and development phases, when a project is identified for uniformed law enforcement activities. This interaction should include discussion on the following topics:



**GUIDANCE DOCUMENT**

<b>IDENTIFIER</b>	<b>EFFECTIVE DATE</b>
10202	06/02/2011
<b>SUPERSEDES</b>	<b>DATED</b>
NEW	07/19/2011

**RESPONSIBLE ORGANIZATION:** System Operations & Management Section, Division of Operations

**SUBJECT:** Uniformed Law Enforcement in Work Zones

- Project specific information (location, type of work, temporary traffic control, time of year, and work days/hours).
- Targeted enforcement efforts such as active enforcement, visual presence, road closing assistance, traffic signal work (see Section 8.2 in the MDOT Work Zone Safety and Mobility Manual).
- Law enforcement agency availability and level of effort.
- Training.
- Documentation and reporting requirements.
- Funding and reimbursement.
- Contract or agreement format and documentation.
- Primary contact information.


The law enforcement agency should be invited to the pre-construction meeting. A law enforcement kickoff meeting is to be scheduled and facilitated by MDOT project delivery staff with management and/or officers from the law enforcement agency after the pre-construction meeting, but before law enforcement activities commence. Updates regarding the topics discussed during the planning and development phase should be noted, as well as specific enforcement needs, type of enforcement, months, days, and times.

**FUNDING:**

MDOT funds all enforcement activities through direct reimbursement via the statewide Michigan Administrative Information Network (MAIN) payment system to law enforcement agencies. These reimbursements are to be processed using project specific federal-aid funding. MSP will be reimbursed through a statewide Memorandum of Understanding (MOU) and interagency agreement that is processed by SWZO. Local law enforcement agencies will be reimbursed via payment directly by the appropriate TSC.

Specific region funding targets will not be established, as uniform law enforcement usage will be based upon project specific needs on an annual basis. Historical region and project expenditures can be obtained from the Work Zone Management & Mobility Unit. SWZO will monitor statewide funding usage of uniform law enforcement and provide annual reports to the Chief Operations Officer, Bureau Director and Deputy Director of Field Services, as well as the Region/Bureau Management Team. Regions and TSCs are required to provide the following information to SWZO:

- Job numbers of projects that will or currently have uniformed law enforcement.
- Preliminary budgeted amounts for work zone law enforcement, as determined during the scoping and development process.
- Copies of monthly funding reports/invoices received during active work zone law enforcement.

	<b>GUIDANCE DOCUMENT</b>	<b>IDENTIFIER</b>	<b>EFFECTIVE DATE</b>
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		NEW	07/19/2011
<b>RESPONSIBLE ORGANIZATION:</b>		System Operations & Management Section, Division of Operations	
<b>SUBJECT:</b>	Uniformed Law Enforcement in Work Zones		


Law enforcement agencies typically provide uniformed law enforcement work zone services during overtime hours. There are minimum time requirements for posting of overtime work for law enforcement officers. It is suggested that a two-week advance notice be provided to any law enforcement agency to ensure optimal law enforcement activities and coverage. It is further suggested that four-hour time blocks be used for each law enforcement period, at a minimum, when scheduling MSP enforcement and a minimum two-hour law enforcement period be used for local law enforcement agencies.

Many local law enforcement agencies, county sheriffs, and local police departments consider work zone patrols and enforcement part of their assigned and obligated duties. In many instances, it has been noted that direct funding of these activities is not necessary and/or not worth the local agency's time to provide the required documentation. Encouragement of non-reimbursed funding for local law enforcement participation is suggested in all locations and types of work zones.

#### **INVOICE AND REPORTING REQUIREMENTS:**

TSC administrative staff will process payment via the statewide MAIN payment system to local law enforcement agencies for the services provided after project delivery staff receive and approve a properly submitted invoice. SWZO will initiate payment to MSP in accordance with the statewide MOU and Interagency Agreement. Payment is based on the agreed upon hourly rate and total law enforcement project budget, as established per each agreement. Invoices from local law enforcement agencies and MSP are to be submitted on a monthly basis, at a minimum, with more frequent submittals allowed per discussion with MDOT project staff or the established agreement. All invoices from each agency shall include, at a minimum, the following information:

- Officer's name
- Hourly rate
- Dates worked
- Enforcement location
- Total patrol hours
- Total traffic stops
- Total speed citations
- Total careless/reckless driving citations
- Total restraint citations
- Total verbal warnings
- Total arrests

	<b>GUIDANCE DOCUMENT</b>	IDENTIFIER	EFFECTIVE DATE
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		NEW	07/19/2011
<b>RESPONSIBLE ORGANIZATION:</b>		System Operations & Management Section, Division of Operations	
<b>SUBJECT:</b>	Uniformed Law Enforcement in Work Zones		

#### AGREEMENTS AND PAYMENTS:

Project staff is to develop an annual agreement for each local law enforcement agency that will provide work zone law enforcement services. A sample agreement is shown in Appendix A. The agreement must include the items described above in the Invoice and Reporting Requirements section. A copy of all actual commenced agreements for work zone law enforcement activities is to be provided to SWZO.

The MOU agreement with MSP will be developed and maintained by SWZO. These MOU agreements typically span a two-year time frame.


Payments to local law enforcement agencies will be processed by the TSCs using the MAIN payment system. Therefore, each law enforcement agency must be a registered vendor in the MAIN system. Before a payment can be processed in MAIN, the law enforcement agency must submit an invoice that documents a summary of work zone enforcement activities, as noted in Appendix A. MDOT must be able to track costs related to work zone law enforcement; therefore, AG3 code #802755 has been established to track these costs. When processing payments in MAIN, the appropriate construction project number must be populated, as well as the Agency Code 3 field (#802755).

Payment to MSP for services rendered will be processed by SWZO. TSC or region staff shall ensure that the summary of work zone enforcement activities is received and approved prior to submittal of the invoice to SWZO.

#### PERFORMANCE AND EFFECTIVENESS MEASURES:

The effectiveness of work zone law enforcement will be determined through multiple efforts before, during, and at the completion of work zone operations.

The first measure of effectiveness will be speed observations and analysis at the commencement of work zone operations, as well as during and at the end of work zone operations. These measurements and observations will provide a level of effectiveness for law enforcement operations and may demonstrate the change in driving patterns on projects with work zone law enforcement. The speed observations should be documented and included in the project files. A copy of these observations and any associated analysis and conclusions are to be provided to SWZO.


	<b>GUIDANCE DOCUMENT</b>	<b>IDENTIFIER</b>	<b>EFFECTIVE DATE</b>
		10202	06/02/2011
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<b>SUBJECT:</b>	Uniformed Law Enforcement in Work Zones		

Direct feedback will be the second measure of effectiveness. Post-construction critiques are conducted for construction projects on different aspects of the project. Ratings from these critiques are a result of discussion by a collective group of project personnel including MDOT delivery and development staff, as well as the prime contractor. Work zone law enforcement is to be an agenda item at these post-construction critique meetings. Any completed score sheets or comments are to be provided to SWZO for statewide analysis and reporting.

A work zone law enforcement survey is to be completed by the prime contractor's safety officer and submitted to the project engineer. A copy of the survey is to be provided to SWZO.

Approved: \_\_\_\_\_ Gregory C. Johnson  
Chief Operations Officer

Date: 7/25/2011

	<b>GUIDANCE DOCUMENT</b>	IDENTIFIER	EFFECTIVE DATE
		10202	06/02/2011
		SUPERSEDES	DATED
		NEW	07/19/2011
RESPONSIBLE ORGANIZATION:		System Operations & Management Section, Division of Operations	
SUBJECT:	Uniformed Law Enforcement in Work Zones		

Appendix A – Sample Agreement with Local Law Enforcement Agencies

Local Law Enforcement: Work Zone - Traffic Enforcement, Quotation Worksheet

The City of Safeville Police Department agrees to provide as needed law enforcement patrols to perform Traffic Enforcement in the MDOT Construction Work Zone(s) described below:

Contract ID: 12345-100000

Job Number: 100000A

Construction Zone Description: 4.39 miles of hot mix asphalt cold milling and resurfacing, curb replacement, geometric improvements, drainage improvements, streetscape enhancements, and drive approach consolidation on I-77 BL from I-888 to southbound I-77 the city of Safeville, Optimal Township, Prosperous County.

The City of Safeville Police Department will provide enforcement assistance to MDOT, as request by John Doe, Project Engineer, requests will be made two weeks in advance whenever possible. The maximum number of enforcement hours is 40. This number may be changed if requested by the MDOT project engineer and agreed to by the Safeville Police Department. The Safeville Police Department commits to wearing high visibility apparel and providing law enforcement training, as appropriate, to their officers.

Law Enforcement Start Date: May 1, 2004

Law Enforcement End Date: September 30, 2004

The specified hourly rate for this service: \$42.59

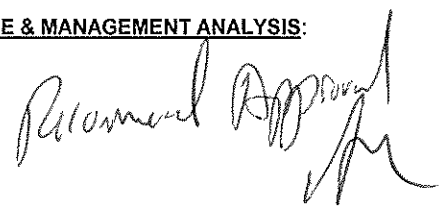

An invoice shall be sent to the MDOT project engineer for review and payment on a monthly basis, at a minimum. The City of Safeville Police Department agrees to provide MDOT a Summary of Traffic Enforcement Activities with each invoice submittal. The Safeville Police Department agrees to certify on each invoice that all officers utilized for work zone law enforcement activities are properly trained in law enforcement activities and have worn the appropriate high visibility clothing, as appropriate, during enforcement activities. The Summary of Traffic Enforcement Activities shall include the following information:

Officer's Name	Hourly Rate	Dates Worked	Enforcement Location
Total Patrol Hours	Total Traffic Stops	Total Speed Citations	Total Restraint Citations
Total Verbal Warnings	Total Arrests	Total Careless/Reckless Driving Citations	

MDOT Authorized Agent: John Doe Title: Delivery Engineer  
 Telephone Phone: 517-999-9999 Fax Number: 517-999-9997 Cell Phone: 517-999-9998  
 Signature: \_\_\_\_\_

Law Enforcement Authorized Agent: \_\_\_\_\_ Title: \_\_\_\_\_  
 Telephone Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_ Cell Phone: \_\_\_\_\_  
 Signature: \_\_\_\_\_

# REQUEST FOR BOARD CONSIDERATION-COUNTY OF MUSKEGON

COMMITTEE Courts & Public Safety		BUDGETED <input type="checkbox"/>	NON-BUDGETED <input type="checkbox"/>	PARTIALLY BUDGETED <input type="checkbox"/>
REQUESTING DEPARTMENT Youth Services		COMMITTEE DATE April 2, 2013	REQUESTOR SIGNATURE Vernon Oard	
SUMMARY OF REQUEST (GENERAL DESCRIPTION, FINANCING, OTHER OPERATIONAL IMPACT, POSSIBLE ALTERNATIVES)				
<p>The Muskegon County Juvenile Transition Center is required to provide an educational program for children placed in the Center by the Court. The Center is also required to provide that educational program in the District where the facility is located.</p> <p>For years, the Center has maintained a contract for its educational services with the Whitehall School District. A copy of the proposed contract for the 2012-2013 school year is attached for your review and approval.</p>				
SUGGESTED MOTION (STATE EXACTLY AS IT SHOULD APPEAR IN THE MINUTES)				
<p>I move that the County of Muskegon execute an agreement between the County and the Whitehall School District for a school services program at the Muskegon County Juvenile Transition Center and authorize the Chairman to sign.</p>				
ADMINISTRATIVE ANALYSIS (AS APPLICABLE)				
<u>HUMAN RESOURCES ANALYSIS:</u>		<u>FINANCE &amp; MANAGEMENT ANALYSIS:</u> 		
<u>CORPORATE COUNSEL ANALYSIS:</u>  Concur T. Williams		<u>ADMINISTRATOR RECOMMENDATION:</u>  		
AGENDA DATE: 4/2/13      AGENDA NO.: CPS13/04-14      BOARD DATE: 4/9/13      PAGE NO.				



**AGREEMENT BETWEEN THE COUNTY OF MUSKEGON  
AND WHITEHALL DISTRICT SCHOOLS  
FOR A SCHOOL SERVICES PROGRAM**

This Agreement is made by and between the County of Muskegon and the Muskegon County Juvenile Transition Center ("Center"), collectively referred to herein from time-to-time, as the "County" with its principal place of business being located on the Fourth Floor of the Michael E. Kobza Hall of Justice Building, 990 Terrace Avenue, Muskegon, Michigan 49442 and Whitehall District Schools, referred to herein as "Whitehall DS", with its principal place of business being located at 541 East Slocum Street, Whitehall, Michigan 49461, herein collectively referred to from time-to-time as Parties.

**RECITALS**

Whereas, pursuant to Public Act 1955 No. 269, as Amended, also known as the Revised School Code, MCL 380.1, et. seq., the legal residence of children placed under the ward of the Court are considered residents for educational purposes where they are placed and shall be admitted to the school in that district; and

Whereas, the Center operates as a Child Caring Institution under the authority of the Michigan Department of Human Services, specifically, the Bureau of Children and Adult Licensing and the rules promulgated thereby; and

Whereas, the Center is located in the Whitehall District Schools; and

Whereas, both the County and Whitehall DS have agreed to a cooperative arrangement for the delivery of educational services to juvenile detainees residing at the Center;

Now Therefore, In consideration of the mutual promises and covenants contained herein, the parties do mutually agree as set forth below:

## AGREEMENT

### I. STATEMENT OF AGREEMENT

#### A. Whitehall DS agrees to do the following:

1. Provide educational services, more specifically described as classroom instruction at the Center for juvenile detainees of the County.
2. To comply with all of the provisions of the Administrative Rules for Child Caring Institutions promulgated by the Michigan Department of Human Services, Bureau of Children and Adult Licensing Rules and Regulations, in particular, Michigan State Administrative Code R400.4101 through R400.4666.
3. Violations of the developed Code of Student Conduct<sup>1</sup> as mandated by the Revised School Code, MCLA 380.1312(8) with regard to pupil misconduct in a classroom, or elsewhere on school premises, will be immediately reviewed by the facility Director and School Administration to develop an alternate plan to provide appropriate educational programming during the pendency of required processes in the disposition of Code of Student Conduct violations.
4. The educational services provided will be a minimum of 1,098 instructional hours as required by the State of Michigan.
5. In order to satisfy the terms of this contract, Whitehall DS will provide, as funding allows, an appropriate level of teaching and support staff to meet pupil instructional needs.

#### B. The County agrees to do the following:

1. Provide additional staff when necessary to maintain security when needed for school staff.

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<sup>1</sup> Code of Student Conduct Attached

## II. PAYMENT

A. In exchange for the services provided by Whitehall DS the County will pay to Whitehall DS the sum of Sixteen Thousand Dollars (\$16,000) for the 2012-2013 Summer Academic program services to be provided in the summer of 2012. This sum shall be payable upon execution of this Agreement as invoiced by Whitehall DS MUNIS Accounting system.

## III. EMPLOYMENT RELATIONSHIP

A. The Parties to this contract agree that employees assigned by Whitehall DS to provide educational services, as contemplated by this Agreement, shall remain employees of Whitehall DS. Nothing in this Agreement shall be construed to create an employment relationship between the employees of Whitehall DS and the County.

B. Both Parties agree to indemnify and hold each other harmless against all liabilities and losses and actions against or actions based on or arising out of damages or injuries to persons or property caused by or sustained in connection with the performance of the duties of either party under this Agreement, it being understood that each party shall be responsible for the defense of any claims or actions for which they are responsible.

## IV. TERMINATION

This Agreement shall be effective for the 2012-2013 academic school year and the 2012 Summer academic program. The educational services provided during the traditional academic school year (September 4, 2012 – June 6, 2013) will be will be a minimum of 1,098 instructional hours as required by the State of Michigan and will also include an extended academic program for the summer term of June 12, 2012 – August 30, 2012.

V. MISCELLANEOUS

A. This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understanding, oral agreement or otherwise regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties hereto.

B. It is agreed that this contract may only be amended by mutual written consent of the Parties and must specify at a minimum the effective date of the amendment, the subject of the amendment and signatories evidencing the consent to the amendment. A copy of any and all amendment shall be affixed hereto and made a part hereof.

C. It is also agreed that the terms used in this contract will be given their common and ordinary meaning and not be construed against either Party.

D. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

E. All representations, covenants and warranties set forth in the Agreement by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

F. No person dealing with the County or Whitehall DS shall be, nor shall any of them be deemed to be, third-party beneficiaries of this Agreement. This Agreement is not intended to, nor shall it be interpreted to create a special relationship between County or Whitehall DS and any staff, visitors, residents, or other individuals who may have business through the County.

G. This Agreement may be executed in any number of counterparts and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

In Witness Whereof, the Parties hereto have executed this Agreement.

COUNTY OF MUSKEGON

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Kenneth Mahoney, Chairperson  
Board of Commissioners

WHITEHALL DISTRICT SCHOOLS

Dated: \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Michael R. Sutton  
Board President

Bringing backpacks, bags, purses, etc. to school is discouraged, however if students must bring them, they will be surrendered to a faculty member and locked up for the day. The student may retrieve their bag when they leave for the day.

### Student Conduct Guidelines

It is the goal of the administration of Whitehall District Schools and WLACE to create a positive and attractive environment for learning and personal growth. Every student should enter the school with the freedom to learn. Each student has the right to be free from physical threat, intimidation, or other harm. Accordingly, any such violation upon another person will meet with the strictest correction. Infraction of legal statutes will be dealt with as police matters. Violation of law will be treated accordingly. These rules are prepared for the good of all.

Students are expected to conduct themselves in an adult manner, which reflects favorably on the reputation and good name of the Adult and Family Literacy program. Behavior, which disrupts the education process and or rights of the other students in the classroom, cannot be tolerated. The Coordinator and/or Director of WLACE has the final responsibility for maintaining good discipline and the authority to implement WLACE's Behavior Management Policy for conduct unbecoming of a student while on school grounds.

The rules and regulations set forth in this and the Holton, Montague, North Muskegon, Reeths-Puffer and Whitehall High School Student Handbooks regarding discipline and conduct are designed to protect all members of the educational community in the exercise of their rights and duties.

Depending upon the severity, frequency, and nature of the offense, a student who disrupts the orderly educational process in the classroom or on the school grounds will face one or more of the following consequences:

Community Service: Supervised activities related to the upkeep and maintenance of school facilities. Work assignments will not interfere with a student's regular class schedule.

- Voluntary Restitution: Repayment agreed to by the student of the cost or expense incurred by the school district or others arising out of the student's misconduct.
- Transportation Suspension: Denial of transportation privileges based on misconduct constituting an abuse of that privilege.
- Driving Suspension: Denial of driving privileges for a specified period of time.
- In/Out-of-School Suspension: Students are not permitted to attend school for a specified period of time. This includes all school-sponsored activities

files on the District system. The situation is similar to the rights you have in the privacy of your locker.

► Routine maintenance and monitoring of the Network/Internet may lead to discovery that you have violated this Policy, the disciplinary code, or the law.

► An individual search will be conducted if there is reasonable suspicion that you have violated this Policy, the disciplinary code, or the law. The investigation will be reasonable and related to the suspected violation.

► Messages and documents are the property of the District, and the District has the right to supervise the use of such property. Users shall have no expectation of privacy when using District technology.

► Your parents have the right at any time to request to see the contents of your electronic files.

### **3. Due Process**

► The District will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through the Network/Internet.

► In the event there is a claim that you have violated this Policy or disciplinary code in your use of the Network/Internet, the claim will be handled in a manner described in the disciplinary guidelines and/or student handbook.

### **Limitation of Liability**

The District will observe all requirements of CIPA and COPA. The District has taken precautions to restrict access to controversial materials via procedures and web filtering. On a local or global network, however, it is impossible to control all materials and a user may discover controversial material and visually explicit materials. The District has taken available precautions to restrict and/or control student access to material on the Internet that is obscene, objectionable, inappropriate and/or harmful to a minor. However, it is impossible for the District to restrict access to all objectionable and/or controversial materials that may be found on the Internet. Whitehall District Schools makes no warranties of any kind, whether expressed or implied for the service it is providing. Online access to academic or attendance information may be provided. The District will not be held responsible for any disclosure of information that occurs as a result, directly or indirectly, of the failure to safeguard the password or account identification information. Use of the school district technology systems is at the user's own risk. These systems are provided on an "as is" "as available" basis. The school district will not be responsible for any damage the user may suffer, including but not limited to loss, damage, or unavailability of data stored on the school district hard drives or servers. The school district is not responsible for the accuracy or quality of any advice or information obtained through or stored on the school district system. The school district will not be responsible for financial obligations arising through unauthorized use of the school district systems or the Internet.