

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, December 10, 2025
AGENDA**

I. Call to Order

II. Pledge of Allegiance

III. Communications/Community Engagement

This 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 meeting. There is one time for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

A. Public Comments

IV. Routine Matters for Approval

- A. Minutes of the Special Meeting of November 25, 2025
- B. Minutes of the Special Meeting Closed Session of November 25, 2025
- C. Bills/Reimbursement of Expenses

V. Milan Area Schools Strategic Plan Business

- A. Learning Environment/Culture
 - 1. Program Update: Fall Athletic Review - Herb Morelock
 - 2. WISD PAC Update - Sarah Norton
 - 3. Policy Update - Attachment A
- B. Finance/Operations
 - 1. Assigned Fund Balances
- C. Personnel/Leadership
 - 1. Payroll/Benefits Manager Appointment
- D. Communications/Community Engagement
 - 1. Public Comments
 - 2. Assistant Superintendent Comments
 - 3. Superintendent Comments
 - 4. Board Member Comments

VI. Other Old/New Business

- A. Closed Session – Negotiation Strategies

VII. Adjournment

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, December 10, 2025
RESOLUTIONS**

I. Call to Order

The special meeting of the Milan Area Schools Board of Education was called to order in the District Office Boardroom located at 100 Big Red Drive, Milan MI, 48160, by President Cislo at _____ p.m. on December 10, 2025.

Board Members Present:
Board Members Absent:
Staff Present:
Guests Present:

II. Pledge of Allegiance

III. Communications/Community Engagement

This 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 meeting. There are two times for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

A. Public Comments

IV. Routine Matters for Approval

A. Minutes of the Special Meeting of November 25, 2025

Motion by _____ supported by _____ to approve the minutes of the special meeting of November 25, 2025.

Gutierrez ___ Heikka ___ Meray ___ Prior ___ Cislo ___ Burdette ___ Faro ___
Carried _____.

B. Minutes of the Special Meeting Closed Session of November 25, 2025

Motion by _____ supported by _____ to approve the minutes of the special meeting closed session of November 25, 2025.

Heikka ___ Meray ___ Prior ___ Cislo ___ Burdette ___ Faro ___ Gutierrez ___
Carried _____.

C. Bills/Reimbursement of Expenses

Motion by _____ supported by _____ to approve the bills/reimbursement of expenses.

Meray ____ Prior ____ Cislo ____ Burdette ____ Faro ____ Gutierrez ____ Heikka ____
Carried_____.

V. Milan Area Schools Strategic Plan Business

A. Learning Environment/Culture

1. Program Update: Fall Athletic Review - Herb Morelock
2. WISD PAC Update - Sarah Norton
3. Policy Update - Attachment A

Motion by _____ supported by _____ to revise, repeal, and/or
adopt Board policies as described in Attachment A.

Prior ____ Cislo ____ Burdette ____ Faro ____ Gutierrez ____ Heikka ____ Meray ____
Carried_____.

B. Finance/Operations

1. Assigned Fund Balances

Motion by _____ supported by _____ to approve the
unassignment of the current Assigned Fund Balances, excluding Paddock Early
Childhood Center Fund Balance.

Cislo ____ Burdette ____ Faro ____ Gutierrez ____ Heikka ____ Meray ____ Prior ____
Carried_____.

C. Personnel/Leadership

1. Payroll/Benefits Manager Appointment

Motion by _____ supported by _____ to approve Melanie
DiMartini as the Payroll/Benefits Manager effective January 5, 2026.

Burdette ____ Faro ____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____
Carried_____.

D. Communications/Community Engagement

1. Public Comments
2. Assistant Superintendent Comments
3. Superintendent Comments
4. Board Member Comments

VI. Other Old/New Business

A. Closed Session - Negotiations Strategies

Motion by _____ supported by _____ to enter into closed
session pursuant to Section 8(1)(c) of the Michigan Open Meetings Act for Negotiation
Strategies.

Faro ____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Cislo ____ Burdette ____
Carried _____.

Time entered closed session _____.

Time returned to open session _____.

VII. Adjournment - Time of Adjournment _____.

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
SPECIAL MEETING
TUESDAY, November 25, 2025 (5:30 PM)
MINUTES**

The special meeting of the Milan Area Schools Board of Education was called to order in the District Office Boardroom located at 100 Big Red Drive, Milan MI, 48160, by President Cislo at 5:30 p.m. on November 25, 2025.

Board Members Present: Cislo, Faro, Gutierrez, Meray and Prior

Board Members Absent: Burdette and Heikka

Staff Present: Ryan McMahon, Krista Hendrix and Sara Beckman

Guests Present:

Public Comments: None

Motion by Prior supported by Gutierrez to approve the minutes of the regular meeting of November 12, 2025. All Ayes. Carried 5-0.

Motion by Gutierrez supported by Faro to approve the minutes of the regular meeting closed session of November 12, 2025. All Ayes. Carried 5-0.

Section 31aa Update:

Superintendent McMahon provided an update on state funding related to safety and mental-health support.

Motion by Faro supported by Meray to approve the attached resolution as read by President Cislo. All Ayes. Carried 5-0.

Motion by Prior supported by Gutierrez to enter into closed session pursuant to Section 8(1)(c) of the Michigan Open Meetings Act for Negotiation Strategies. All Ayes. Carried 5-0.

Time entered closed session 5:55 p.m.

Time returned to open session 9:12 p.m.

Time of Adjournment 9:12 p.m.

POLICY UPDATE 12.10.25	
Board Policy Manual	
Policy	Revision(s) Summary
3000 Series	
3115B Designation of Coordinators	Contact name updated from Bryan Girbach to Ryan McMahon
3118 Title IX Sexual Harassment	Policy updated (A.1.c.i and A.1.c.i.D) to be consistent with the FBI's updated definition of "sexual assault".
4000 Series	
4113 Michigan Earned Sick Time Act (ESTA)	Updates to definitions and timeframes (B1 and G, fifth bullet) to reflect changes in the law.
4113 F-1 Michigan Earned Sick Time (ESTA) Form	The form was previously labeled 4113-F and was updated to be labeled 4113-F-1. The form, policy, and Table of Contents have been updated to reflect this change.
4113 F-2 Michigan Sick Time Leave Act (ESTA) Leave Request Checklist	Included as a new form created by Thrun
5000 Series	
5409 Academic Credits and Graduation	Updated policy to move from the generic Thrun policy to be aligned with previous Board policy
5714 Threat Assessment and Response	Contact name updated from Bryan Girbach to Ryan McMahon
General	
Table of Contents	Updated to reflect new form 5407-F

Series 3000: Operations, Finance, and Property

3100 General Operations

3115B Designation of Coordinators

The District designates the following person(s) to serve as non-discrimination Coordinators:

Title IX Coordinator
Lon Smith, Director of Student Services
100 Big Red Drive
Milan, MI 48160
734-439-5013
smithl@milanareaschools.org

Section 504 Coordinator
Lon Smith, Director of Student Services
100 Big Red Drive
Milan, MI 48160
734-439-5013
smithl@milanareaschools.org

Civil Rights Coordinator/Employment Compliance Officer
Ryan McMahon, Superintendent
100 Big Red Drive
Milan, MI 48160
734-439-5050
mcmahonr@milanareaschools.org

A Complaint against a Coordinator listed above may be made to the Superintendent or Board President. A Complaint against the Superintendent may be made to the Board President. A Complaint against the Board President may be made to the Board Vice President.

Legal authority: 20 USC 1400 et seq., 1681 et seq.; 29 USC 206 et seq., 621 et seq., 701 et seq., 794, 2601 et seq., 6101 et seq.; 38 USC 4301 et seq.; 42 USC 1983, 2000d et seq., 2000e et seq., 2000ff et seq., 6101 et seq., 12101 et seq.; 29 CFR 1604.1 et seq., 1635; 34 CFR 106.1, et seq.; MCL 37.1101 et seq., 37.2101 et seq.

Date adopted:

Date revised:

Series 3000: Operations, Finance, and Property

3100 General Operations

3118 Title IX Sexual Harassment

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

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

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

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

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

A. Definitions

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

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

incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

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

one person does not imply consent to engage in sexual activity with another. Consent can be withdrawn at any time. Coercion, force, or threat of either invalidates consent. Sexual conduct or relationships between District employees, volunteers, or contractors and students, regardless of age or consent, are prohibited.

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

protect the safety of all parties or the District's educational environment, or deter sexual harassment.

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

B. Posting Requirement

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

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

C. Designation of Title IX Coordinator

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

D. Reporting Title IX Sexual Harassment:

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

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

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

E. General Response to Sexual Harassment

1. District's Obligation to Respond without Deliberate Indifference

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

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

2. Response to Report of Title IX Sexual Harassment

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

3. Formal Complaint Filed

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

4. Equitable Treatment

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

5. Documentation and Recordkeeping

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

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

6. Supportive Measures

After receiving a report of Title IX sexual harassment, the Title IX Coordinator must promptly contact the Complainant to discuss the availability of supportive

measures, with or without the filing of a Formal Complaint. If the District does not provide a Complainant with supportive measures, then the Title IX Coordinator must document the reasons why such a response was not clearly unreasonable in light of the known circumstances.

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

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

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

Supportive measures may include, but are not limited to:

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

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

7. Respondent Removal

a. Emergency Removal (Student)

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

b. Administrative Leave (Employee)

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

8. Law Enforcement

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

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

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

F. Grievance Process

1. Generally

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

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

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

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

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

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

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

2. Notice of Allegations

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

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

to investigate allegations that are not included in the initial notice, the District will provide notice of the additional allegations to the Complainant and Respondent.

3. Informal Resolution

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

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

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

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

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

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

4. Investigation

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

a. Investigation Process

The District will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under

a legally recognized privilege unless the person holding the privilege has waived the privilege in writing.

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

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

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

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

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

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

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

b. Investigation Report

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

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

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

5. Determination of Responsibility

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

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

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

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

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

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

- a. identification of the sexual harassment allegations;
- b. description of the procedural steps taken from the receipt of the Formal Complaint through the determination of responsibility, including any:
 - i. notification to the parties;

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

6. Appeals

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

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

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

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

Upon receipt of an appeal, the Title IX Coordinator will assign an Appeals Officer who will provide both parties written notice of the appeal and an equal

opportunity to submit a written statement in support of, or challenging, the determination or dismissal decision.

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

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

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

G. Dismissal

1. Mandatory Dismissals

The Title IX Coordinator must dismiss a Formal Complaint if:

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

2. Discretionary Dismissals

The Title IX Coordinator may dismiss a Formal Complaint if:

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

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

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

H. Consolidation of Complaints

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

I. Remedies and Disciplinary Sanctions

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

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

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

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

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

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

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

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

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

J. False Statements

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

K. Confidentiality

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

L. Retaliation

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

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

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

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

M. Training

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

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

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

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

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

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

N. Record Keeping

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

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

O. Office for Civil Rights

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

U.S. Department of Education Office for Civil Rights
Cesar E. Chavez Memorial Building

1244 Speer Boulevard, Suite 310
Denver, CO 80204-3582
Telephone: 303-844-5695
FAX: 303-844-4303; TDD: 800-877-8339
Email: OCR.Denver@ed.gov

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

Legal authority: Education Amendments Act of 1972, 20 USC §§1681 - 1688; 34 CFR Part 106

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113 Michigan Earned Sick Time Act (ESTA)

A. General

Eligible employees will accrue paid leave as provided by the ESTA. Applicable provisions of a collective bargaining agreement, individual employment contract, or handbook remain in place and may provide additional paid leave time that is not provided by the ESTA.

Unless otherwise agreed with union representation, the ESTA does not apply to employees subject to a conflicting collective bargaining agreement in effect on February 21, 2025, until the collective bargaining agreement expires.

The ESTA does not apply to an employee subject to a conflicting individual employment contract in effect on February 21, 2025, until that contract expires, if all of the following are satisfied:

- the District and the employee signed the contract on or before December 31, 2024;
- the contract is effective for not longer than 3 years; and
- the District notified the Michigan Department of Labor and Economic Opportunity (LEO) of the contract.

B. Definitions

1. “ESTA benefit year” means the 12-month period from July 1 to June 30.
2. “Eligible employee” means an employee engaged in service to the District. The following, however, are not eligible employees:
 - a. an unpaid trainee or unpaid intern;
 - b. a person employed in accordance with the Michigan Youth Employment Standards Act, MCL 409.101, *et seq*; or
 - c. positions when the employee may schedule their own working hours as approved by the Superintendent or designee. For those approved positions, the District will not take adverse personnel action for failure to schedule a minimum amount of working hours.

If a collective bargaining agreement or contract meets the requirements in Section A above, then an employee covered by that contract is not an eligible employee until the contract expires.

3. “Family member” is defined as:

- a. biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the eligible employee stands *in loco parentis*;
 - b. biological parent, foster parent, stepparent, or adoptive parent or legal guardian of an eligible employee or an eligible employee's spouse (under the laws of any state) or domestic partner or a person who stood *in loco parentis* when the eligible employee was a minor child;
 - c. an individual to whom the eligible employee is legally married under the laws of any state or a domestic partner;
 - d. grandparent, grandchild, and biological, foster, or adopted sibling;
 - e. an individual related by blood; or
 - f. an individual whose close association with the eligible employee is the equivalent of a family relationship.
4. "Earned sick time" means paid leave as allowed by the ESTA.
 5. All other ESTA-defined terms apply to this Policy.

C. Wait Period and Leave Reinstatement Upon Re-Employment

A newly hired eligible employee may not use accrued earned sick time until 120 calendar days after the employee's start date, unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or the ESTA.

Upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 2 months of the separation.

Accrued earned sick time that is not used before an employee's separation from employment will have no monetary value. If an employee separates from employment and is rehired by the District not more than two (2) months after separation, the District will reinstate previously accrued and unused earned sick time and allow the employee to use that earned sick time and accrue additional earned sick time upon reinstatement. This paragraph does not apply if the District paid the employee the value of the employee's unused accrued earned sick time at the time of separation.

D. ESTA Leave Accrual and Frontloading

1. Leave Accrual

Unless the District frontloads earned sick time under Section D(2), an eligible employee begins accruing earned sick time on February 21, 2025 or the employee's start date, whichever is later.

An eligible employee will accrue 1 hour of earned sick time for every 30 hours worked, but the eligible employee may only use up to 72 hours of earned sick time in a single ESTA benefit year. An FLSA-exempt eligible employee is assumed to work 40 hours per workweek unless the employee's normal workweek is less than 40 hours.

Up to 72 hours of unused accrued earned sick time will carry over from ESTA benefit year to ESTA benefit year.

2. Frontloading Leave

For each ESTA benefit year, the District may frontload earned sick time consistent with this policy, a collective bargaining agreement, or individual employment contract.

If frontloading, the District will grant a full-time eligible employee 72 hours of earned sick time at the beginning of an ESTA benefit year. For a part-time eligible employee, the District will provide the employee with:

- a written notice of how many hours the employee is expected to work during the ESTA benefit year at the time of hire;
- an amount of earned sick time at the beginning of the ESTA benefit year that is proportional to the earned sick time the employee would accrue if the employee worked all the hours in that written notice; and
- 1 hour of earned sick time for every 30 hours worked after the employee exceeds the work hours in that written notice.

Frontloaded earned sick time will not carry over from one ESTA benefit year to the next unless authorized in the applicable collective bargaining agreement, individual employment contract, or handbook.

3. Compliance Presumption

The District is in compliance with this Section D if it:

- provides an eligible employee with paid time off in at least the same amounts of time off described in the ESTA that may be used for ESTA purposes or any other approved purpose, with the time used for an ESTA purpose being subject to the ESTA; or
- is a signatory to a collective bargaining agreement that requires contributions to a multiemployer plan under the Employee Retirement Income Security Act, subject to certain conditions.

E. Additional Absences

Additional absences, above and beyond earned sick time under the ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

F. Permissible Uses

An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

G. Use of Earned Sick Time

If the eligible employee's need to use leave is foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time at least 7 days prior to the date leave is to begin. If the eligible employee's need to use leave is not foreseeable, the employee must provide notice to the District of the employee's intent to use earned sick time as soon as practicable. For leave of more than 3 consecutive days, upon District request, the eligible employee must provide the District – within 15 days after the request – reasonable documentation that earned sick time was used for an ESTA purpose. The District will be

responsible for paying the eligible employee's costs in obtaining the requested documentation.

In cases of domestic violence or sexual assault, reasonable documentation includes any of the following:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault;
- a signed statement from a victim and witness advocate affirming that the employee or the employee's family member is receiving services from a victim services organization; or
- a court document indicating that the employee or the employee's family member is involved in legal action related to domestic violence or sexual assault.

All health, sexual assault, and domestic violence information and documentation received from an employee about earned sick time remains confidential and will not be disclosed, except to the employee, with the employee's written permission, or as and to the extent required by law.

Failure to comply with notice procedures or document requests to support the use of earned sick time, or using earned sick time for a non-permissible use, may result in discipline, including discharge.

Unless otherwise provided in an employee's collective bargaining agreement, individual employment contract, or handbook:

- earned sick time must be used in 1-hour increments; and
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time.

H. Notice and Recordkeeping

The District will:

1. provide an ESTA notice created by LEO to each eligible employee at hire or by March 23, 2025, whichever is later (see 4113-F-1);
2. display in a conspicuous location in each of its buildings the ESTA poster created by LEO; and
3. retain for not less than 3 years records documenting hours worked and earned sick time taken by eligible employees.

Legal authority: MCL 408.934b, 408.961 et seq., *Mothering Justice v Attorney General*, 2024 Mich LEXIS 1454 (July 31, 2024)

Date adopted:

Date revised:

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113-F-1 Michigan Earned Sick Time Act (ESTA) Form

ESTA Hire Notice

Pursuant to the Michigan Earned Sick Time Act (ESTA), an eligible employee generally (1) earns 1 hour of earned sick time for every 30 hours worked, but the District may cap use of earned sick time to 72 hours per ESTA benefit year, or (2) receives at least 72 hours of earned sick time at the beginning of the District's ESTA benefit year (prorated for a part-time employee under certain circumstances). The District's ESTA benefit year is the 12-month period from July 1 to June 30.

Retaliatory personnel action by the employer against an employee for requesting or using earned sick time for which the employee is eligible is prohibited. An eligible employee may file a complaint with the Michigan Department of Labor and Economic Opportunity (LEO) for any ESTA violation.

Terms under which earned sick time may be used are identified in the ESTA and in District Policy 4113, which terms are incorporated by reference into this Notice. An eligible employee may use earned sick time for the following reasons:

1. the employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee;
2. for the employee's family member's mental or physical illness, injury, or health condition, medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition or preventative medical care for a family member of the employee;
3. if the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability, to obtain services from a victim services organization, to relocate due to domestic violence or sexual assault, to obtain legal services, or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault;
4. for meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or
5. for closure of the employee's place of business by order of a public official due to a public health emergency, for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because

of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

A LEO ESTA brochure is attached to this notice, along with a copy of the ESTA.

[Attach LEO Hire Notice When Published by LEO]

Series 4000: District Employment

4100 Employee Rights and Responsibilities

4113-F-2 Michigan Earned Sick Time Act (ESTA) Leave Request Checklist*

- 1. EE Eligibility.** Determine if EE is eligible for earned sick time under ESTA. If EE is ineligible, then ESTA does not apply. EE is ineligible if EE fits within at least 1 of the following exclusions:
- CBA Exclusion
 - EE is covered by a CBA that was in effect on 2/21/25,
 - The CBA has not expired, and
 - For every employee covered by the CBA, the CBA addresses sick leave (or a similar benefit) or expressly excludes sick leave.
 - Individual Employment Contract Exclusion
 - EE is covered by an individual employment contract that was signed by *both* the EE and ER on or before 12/31/24,
 - Contract is effective for 3 years or less,
 - ER notifies LEO of the contract,¹ and
 - Contract “conflicts” with ESTA.²
 - Categorical Exclusion
 - EE is an unpaid trainee or an unpaid intern,
 - EE is under 18 years old and employed under the Michigan Youth Employment Standards Act, or
 - ER policy allows EE to schedule EE’s own working hours and prohibits ER from taking adverse personnel action against EE for not scheduling a minimum amount of working hours.
- 2. Purpose for Leave.** Confirm EE’s requested leave is for an ESTA purpose. If not for an ESTA purpose, then ESTA does not apply. An eligible EE may use accrued earned sick time for any of the following purposes:
- EE or EE family member illness, injury, health condition, or preventative medical care.
 - If EE or EE family member is a domestic violence or sexual assault victim, for:
 - Medical care or counseling for a physical or psychological injury or disability,
 - Services from a victim services organization,
 - Relocation,
 - Legal services, or
 - Participation in any civil or criminal proceedings related to the domestic violence or sexual assault.
 - Meeting at child’s school or place of care related to:
 - The child’s health or disability, or
 - The effects of domestic violence or sexual assault on the child.
 - Closure of EE’s place of business by a public official due to a public health emergency.
 - EE need to care for a child whose school or place of care is closed by order of a public official due to a public health emergency.
 - Leave when health authorities or a health care provider determines that EE or EE family member presence in the community jeopardizes the health of others because of EE or EE family member exposure to a communicable disease.
- 3. Concurrent or Alternate Leave.**
- If an eligible EE’s requested leave is for an ESTA reason, determine whether earned sick time will run concurrently with any other available leave, such as FMLA leave or leave granted by a CBA, individual employment contract, or policy.
 - If EE is not an eligible EE or if eligible EE’s requested leave is not for an ESTA reason, determine if EE qualifies for any other leave, such as leave granted by a CBA, individual employment contract, or policy.
- 4. Leave Notice.** ESTA generally permits an ER to require an EE to provide up to 7 days’ advanced notice for foreseeable leave and notice as soon as practicable for unforeseeable leave. ESTA also permits an ER to discipline an EE who fails to provide required notice. Check any applicable CBA, individual employment contract, and policy for any ESTA advanced notice requirements applicable to the EE.

* This checklist was created on 9/17/25 and is based on (i) statutory text as of that date, and (ii) 7/22/25 Frequently Asked Questions published by LEO (FAQs). The back side of this checklist contains definitions.

This checklist is intended to assist a school with determining whether an EE’s leave request qualifies for earned sick time and, if so, to assist the school with processing that leave. According to the FAQs, an EE must request the use of earned sick time; an ER cannot mandate that an EE use earned sick time before the EE uses other leave.

Review any applicable CBA, individual employment contract, and policy for ESTA provisions that may impact the above checklist. For example, a contract may grant earned sick time to an EE who does not otherwise qualify for earned sick time under ESTA.

ESTA leave mandates do not apply to an ER with less than 11 EEs (Small Employer) until 10/1/25 or, if the Small Employer did not employ an EE before 2/21/22, until 3 years after the ER first employs an EE.

¹ ERs must notify LEO by email: leo-estacontract@michigan.gov.

² Neither ESTA nor the FAQs expressly address what it means for an individual employment contract to “conflict” with ESTA. The FAQs suggest, however, that a conflict exists if the contract addresses sick leave (or a similar benefit) or expressly excludes sick leave.

- 5. Available Leave.** Confirm EE did not exhaust accrued earned sick time. If EE exhausted accrued time, then ESTA does not apply, assuming that ER granted minimum leave required by ESTA. An ER may satisfy its earned sick time mandate for an EE by either (i) frontloading earned sick time at the beginning of the ER's ESTA benefit year for immediate use (frontloading requirements differ for full-time and part-time EEs), or (ii) granting 1 hour of earned sick time for every 30 hours worked. Reminders:
 - If EE accrues leave at the rate of 1 hour for every 30 hours worked, then:
 - An ER is not required to permit an EE to use more than 72 hours of earned sick time during an ESTA benefit year (40 hours if a Small Employer).
 - ER must allow EE to carry over up to 72 hours of accrued leave from ESTA benefit year to ESTA benefit year (40 hours if a Small Employer).
 - An ER may require an EE hired after 2/21/25 to wait up to 120 calendar days after commencing employment before using accrued leave.
 - An EE exempt under the Fair Labor Standards Act is assumed to work 40 hours per workweek, unless the EE's normal workweek is less than 40 hours.
 - If EE (i) transfers to another position while employed for the same ER, or (ii) separates from employment but is rehired by the same ER within 2 months after separation, then EE may use earned sick time that was accrued but unused before the transfer or separation, unless the ER paid the EE the value of

that earned sick time at time of transfer or employment separation.

- 6. Leave Increment.** Leave may be used in:
 - 1-hour increments, or
 - The smallest increment the ER uses to account for non-ESTA absences.
- 7. Supporting Documents.** For leave of more than 3 consecutive days, ER may require EE to provide the ER with reasonable documentation that earned sick time was used for an ESTA purpose. If ER requests such documentation, then ER is responsible for paying EE's costs in obtaining the documentation and EE must return the documentation within 15 days of the request. Reasonable documentation is:
 - Documentation signed by a health care professional indicating that earned sick time is necessary, or
 - In cases of domestic violence or sexual assault, any of the following selected by the EE:
 - A police report indicating that the EE or the EE's family member was a victim of domestic violence or sexual assault,
 - A signed statement from a victim and witness advocate affirming that the EE or the EE's family member is receiving services from a victim services organization, or
 - A court document indicating that the EE or the EE's family member is involved in legal action related to domestic violence or sexual assault.

Definitions

- CBA – collective bargaining agreement.
- Domestic partner – adult in committed relationship with another adult.
- Earned sick time – Time off from work that can be used for any ESTA purpose.
- EE – Employee.
- ER – Employer.
- Family member –
 - Biological, adopted, or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the EE stands *in loco parentis*,
 - Biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an EE or an EE's spouse or domestic partner or a person who stood *in loco parentis* when the EE was a minor child,
 - Individual to whom the EE is legally married under the law of any State or a domestic partner,
 - Grandparent or grandchild,
 - Biological, foster, or adopted sibling,
 - Individual related by blood to the EE, or
 - Individual whose close association with the EE is the equivalent of a family relationship.
- FMLA – Family and Medical Leave Act.
- Health Care Professional –
 - Person licensed under Michigan or federal law to provide health care services, including nurses, doctors, and emergency room personnel, or
 - Certified midwife.
- LEO – Michigan Department of Labor and Economic Opportunity.

This checklist provides a general overview of ESTA and its applicability to schools. None of the information in this checklist is intended as legal advice or opinion for specific facts, matters, situations, or issues. Consult legal counsel about the application of this document to a specific circumstance or situation. This checklist is subject to future legal developments.

Series 5000: Students, Curriculum, and Academic Matters

5400 Curriculum, Instruction, and Parent Involvement

5409 Academic Credits and Graduation

A. Graduation Requirements

A student must successfully complete all graduation requirements to earn a high school diploma. The Superintendent will ensure that the District's required credits and graduation criteria are consistent with state law and annually published in applicable student handbooks.

B. Personal Curriculum

In some cases, it may be appropriate to modify the Michigan Merit Curriculum for a student. Modifications may only be made in accordance with state law. The Parent of a student who has completed grade 9 or a student who has reached age 18 may request a personal curriculum. A Parent of a student with a disability under the Individuals with Disabilities Education Act may request a personal curriculum before the student has completed grade 9.

A teacher or school counselor may request that the District consider providing a student with a personal curriculum. If requested by a teacher, the teacher must currently teach or have expertise in a subject area proposed to be modified by the personal curriculum or the building principal must determine that the teacher has qualifications relevant to developing a personal curriculum.

In all cases, a student's personal curriculum must be developed in accordance with state law.

The District will annually notify Parents of their ability to request a personal curriculum.

C. Earning Credit

The District will grant credit to a student who successfully completes a course. Successful completion means that the student has met content expectations of the state- or District-approved subject area content standards for the course by obtaining a D- or higher grade in the course based, in part, on at least 1 state- or District-approved assessment.

Alternatively, the District will grant equivalent credit for a required Michigan Merit Curriculum course if the student earns a qualifying score, as determined by MDE or by the District, on a state- or District-approved assessment (i.e., "testing out").

The District will grant equivalent credit for a course if the student demonstrates a reasonable level of mastery by achieving a C+ or better on the final examination for the course or, if there is no final examination, by demonstrating subject area content knowledge by obtaining a C+ or better on an alternative assessment, such

as a portfolio, performance, paper, project, presentation, or other established means. A student who earns credit in a course by “testing out” will not earn a grade in the course, and the credit will not be considered for determining grade point average or any honors earned based on grade point average.

The District will grant a student credit toward a diploma or alternative certificate if the student successfully completes, before entering high school, a state-mandated curriculum requirement by demonstrating proficiency on the content expectations for that curriculum requirement, either through successfully completing the course or by testing out.

Once a student earns credit in a course, either by successfully completing the course or by testing out, the student may not earn additional credit for the course or for a lower level course in the same subject.

The Board will recognize credits earned at other public schools and at accredited nonpublic schools. For students transferring from a home school program, the Superintendent or designee will assess whether the home school credit reflects proficiency in state and District content expectations for each course for which the student seeks to transfer credit. If the Superintendent or designee determines that the student is proficient in the subject area content, the District will award transfer credit.

Legal authority: MCL 380.1278a, 380.1278b, 380.1279b

Date adopted: June 25, 2025

Date revised: November 12, 2025

Series 5000: Students, Curriculum, and Academic Matters

5700 Student Health and Safety

5714 Threat Assessment and Response

The Board is committed to providing a safe environment for all members of the school community. To this end, the Board directs the Superintendent or designee to adopt and implement a threat assessment process.

For purposes of this Policy, a threat is defined as: an expression of intent to physically or sexually harm someone. This expression may be spoken, written, or gestured. Threats can be expressed directly or indirectly to the victim or others, and threats may be explicit or implied. Threats sometimes, but rarely, involve guns, other weapons, or explosive devices.

If there is a concern about student self-harm, the building principal or designee should comply with Policy 5710.

A. Reporting Threats

District employees, volunteers, and contractors must immediately report any threat to the Threat Assessment Coordinator. Reports may be made in person, by email, or by telephone. Threats requiring immediate intervention should also be reported to the local law enforcement.

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

B. Threat Assessment Coordinator

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

Ryan McMahon
Superintendent
734-439-5050
mcmahonr@milanareaschools.org

C. Threat Response

When a threat is reported, the Threat Assessment Coordinator will determine whether to initiate the District's threat assessment protocol.

Any disciplinary action must be consistent with the Student Code of Conduct and applicable law and policies.

D. Training

All District employees must receive awareness training on this Policy and the District's threat assessment process at least annually. Additional training will be provided as required by the District's threat assessment process.

E. Communication with the School Community about Reported Threats

All communications about reported threats or safety concerns will comply with applicable law, including the Family Educational Rights and Privacy Act.]

Date adopted: 6-25.25

Date revised: 8-13.25

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