#### **Agenda**

Regular Meeting Monday, January 27, 2025 Adrian Community Education Center 6:00 p.m.

#### A. Call to Order

- 1. Pledge of Allegiance
- 2. Approval of Agenda
- 3. Mission Statement
- 4. Good News Reports
  - a. Board Member Appreciation
  - b. Inclusion Champions

#### 5. Communications

- a. Resignation of Teresa Tuttle, Paraprofessional
- b. Resignation of Tabitha Linden, Head Start
- c. Resignation of Destiny Hartz, Paraprofessional
- d. Retirement of Dr. Ballard, Board Member
- e. Adrian Community Education Center presentation

#### B. Recommended Action

- 1. Consent Agenda
  - a. Approval of January 13, Regular Minutes
  - b. Treasurer's Report ending December 31, 2024
  - c. New Hire
    - 1. Robin Perez, Interventionist

#### 2. <u>Business Requiring Board Action</u>

- a. Approval of indemnification resolution
- b. Approval of The Maple Health Center lease
- c. Approval of Donations

#### 3. <u>Business Requiring Future Board Action</u>

- a. First Reading of new board policy 4113, ESTA
- b. First Reading to add a new course at Adrian High School
- c. First Reading to review candidates for the MASB Board of Directors

#### C. Reports from the Superintendent and Staff

a. Community Forums

#### D. Future Meetings and Business

- 1. Board Committee Reports, Curriculum, Finance, Personnel
- 2. Board Member Comments
- 3. Meeting Dates and Upcoming Events
  Community Forum regarding Community Center Exploration,
  AHS Media Center, January 28th, 6:00

MS. Musical, January 30<sup>th</sup>-Feb. 1<sup>st</sup> HS Band/Orchestra Solo Ensemble

Community Forum regarding Community Center Exploration, Boys and Girls Club, February 5th, 6:00

HS Choir Pre-Festival Concert, Feb. 5<sup>th</sup>, 7:30 PAC BOE Meeting, Feb. 10th, B100, 6:00

- **E. Public Comment** ('Request to Participate Form' must be filled out and given to Angie Schaffer before Section D (Future Meetings and Business) on the agenda
- F. Closed Session
- G. Adjournment

In partnership with families and our community, Adrian Public Schools provides a quality education, challenging students to excel academically and inspiring them to become contributing citizens within our diverse, ever-changing society.

**DATE:** January 27, 2025 **CONTACT PERSON:** Nate Parker

#### **PURPOSE:**

The resignation of Teresa Tuttle.

#### **EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Teresa has submitted her resignation from Adrian Public Schools.

#### **RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge Teresa Tuttle's resignation effective January 13, 2025.



#### Angela Schaffer <aschaffer@adrian.k12.mi.us>

Fwd:

1 message

Nikki Culley <nculley@adrian.k12.mi.us>
To: Angela Schaffer <aschaffer@adrian.k12.mi.us>

Wed, Jan 22, 2025 at 10:16 AM

Here you go...

------ Forwarded message --

From: Deb Agnew <a href="mailto:dagnew@adrian.k12.mi.us">dagnew@adrian.k12.mi.us</a>

Date: Tue, Jan 14, 2025 at 7:52 AM

Subject: Fwd:

To: Nikki Culley <nculley@adrian.k12.mi.us>

Sent from my iPhone

Begin forwarded message:

From: Deb Agnew <dagnew@adrian.k12.mi.us> Date: January 13, 2025 at 9:19:47 PM EST To: Teresa Tuttle <ttuttle@adrian.k12.mi.us>

Subject: Re:

Deb Agnew
Director of Special Education
517-264-6670
dagnew@adrian.k12.mi.us

In-District Ext.: 4115

On Mon, Jan 13, 2025 at 9:18 PM Teresa Tuttle <a href="mailto:ttuttle@adrian.k12.mi.us">ttuttle@adrian.k12.mi.us</a> wrote:

I am letting you know that I will not be returning due to personal issues that I have currently been having sorry for any inconvenience and problems this has caused. Thank you for the opportunity that you gave me.

**NOTICE:** This email message, including any attachments, is for the sole use and the intended recipient(s) regarding the business of Adrian Public Schools, and may contain confidential and privileged information protected by federal and state law. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message

**NOTICE:** This email message, including any attachments, is for the sole use and the intended recipient(s) regarding the business of Adrian Public Schools, and may contain confidential and privileged information protected by federal and state law. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message

**DATE:** January 27, 2025 **CONTACT PERSON:** Nate Parker

#### **PURPOSE:**

The resignation of Tabitha Linden.

#### **EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Tabitha has submitted her resignation from Adrian Public Schools.

#### **RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge Tabitha Linden's resignation effective January 24, 2025.

Hello,

This letter is to inform you that I am resigning from my position as the Early Learning Assistant at Drager Early Education Center.

My last day will be January 31, 2025.

My last work day will be January 24<sup>th</sup> and I will be taking leave time from January 27<sup>th</sup>-31<sup>st</sup> per Lisa Cunningham.

Thank you,

Tabitha Linden

**DATE:** January 27, 2025 **CONTACT PERSON:** Nate Parker

#### **PURPOSE:**

The resignation of Destiny Hartz.

#### **EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Destiny has submitted her resignation from Adrian Public Schools.

#### **RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge Destiny Hartz's resignation effective January 24, 2025.

Destiny Hartz 426 ormsby st Adrian , MI,49221

01/10/2025

Adrian public schools

Dear Mrs. Schafer

I would like to inform you of my intention to resign from paraprofessional at Adrian public

Schools- Michener, two weeks effective immediately 01/24/2025 will be my last day.

I appreciate the opportunities you gave me during my tenure at APS and I am grateful for the opportunities that I had been given

Please let me know what assistance you'll require from me during the transfer period.

Thank you,

Destiny Hartz 517.260.9772 deshartz@gmail.com

## Michael A. Ballard Trustee, Adrian Public Schools Board of Education PO Box 1067 502 Wolf Ridge Court Adrian MI 49221

January 23, 2025

Beth Ferguson, President, Adrian Public Schools Board of Education 785 Riverside Ave., Suite 1 Adrian, MI 49221

Subject: Retirement From Adrian Public Schools Board of Education

Dear President Ferguson

After much discussion with the doctors in charge of my recovery and even more self-reflection, I have concluded that, for at least the next six months, I will be unable to carry out my responsibilities as Board Trustee to my own personal standards.

At this time, I am faced with another major surgery requiring at least another three months of very light duty for recovery. Further, my immune system, which has been compromised by six months of chemotherapy, will require approximately another six months. As a result, I will have to be careful about being in contact with groups of people.

The Board needs more than that from a Trustee. The students and families of Adrian Public Schools deserve more than I feel that I can give for the foreseeable future.

Two of the most important tasks the Board has are hiring a Superintendent and evaluating the Superintendent's performance in his/her assigned duties. I have not been sufficiently involved in Board affairs to render a fair evaluation of the Superintendent's performance for this year.

As a result of these factors, I hereby tender my retirement as a Board Trustee effective this date.

I remain available for consultation on my areas of expertise, and hope, that when my health finally improves, that I will once again be able to volunteer in the schools.

I want to thank the Board and the senior APS administrative team for their encouragement and support over the past months. I truly wish I could continue and finish my elected term of office, but again, our stakeholders deserve more than I am able to give in the foreseeable future.

If you have any questions or need to follow up with me, please do not hesitate to call me at 517 499 1817. Thank you for your caring, help, time, and attention.

Sincerely,

Michael A. Ballard, Ph.D. Commander, USN Retired

cc: Nate Parker, Superintendent of Schools, Adrian Public Schools

MINUTES OF THE REGULAR MEETING OF THE ADRIAN BOARD OF MEETING CALLED TO EDUCATION, JANUARY 13, 2025, ADRIAN HIGH SCHOOL, B100

ORDER

President Ferguson called the meeting to order at 6:10 p.m.

The Pledge of Allegiance was recited.

PLEDGE RECITED

PRESENT: Trustees: Buku. Baucher. Dunn. Lewis. Solis-Gautz. and President Ferguson

ABSENT: Trustee: Ballard

Moved by Lewis, supported by Buku, that the Adrian Board of Education approve the agenda.

**AGENDA APPROVED** 

Motion carried.

Trustee Lewis recited the District's mission statement as a reminder of the purpose and direction of the District.

**MISSION STATEMENT** 

President Ferguson conducted a ceremonial swearing-in of board members Buku, Dunn, and Lewis.

**GOOD NEWS** REPORT

The District recognized the resignations of Crystal Luellen, Elizabeth Stoddard, and Jaleel Brown.

Moved by Buku, supported by Dunn, that the Adrian Board of Education approve the consent agenda.

**COMMUNICATIONS** 

The consent agenda included the following items:

**CONSENT AGENDA** 

- a. Approval of December 9, 2024, Regular Minutes
- b. Approval of November 25, 2024, Special Session Minutes (handout)
- c. New Hires: Renee Snyder, Shantelle Spencer, Tiffany Nortley, Dan Scholz, Caysie Ringkvist, and Elizabeth Pinter

Motion carried.

Moved by Baucher, supported by Solis-Gautz, that the board accepts donations from The Women's Guild of Holy Family Parish, Robert B. Westfall Foundation, The McDaid's, The Maple Fans Club, Primetime Chiropractic, Brazeway, and anonymous donation. Motion carried.

**DONATIONS** 

Moved by Buku, supported by Solis-Gautz, that the board approve the purchase of a new facilities department vehicle. The purchase will be paid out of the Capital Projects and Technology fund. Motion carried.

**FACILITIES VAN** 

The board reviewed an indemnification resolution for the Superintendent or Director of Operations against civil liability about claims or actions arising from their negligence or alleged negligence in inspecting, monitoring, removing, and treating asbestos or material containing asbestos.

**INDEMNIFICATION** RESOLUTION

The board reviewed a lease agreement renewal with Maple Health Center, located within Springbrook Middle Schools. The center provides primary care, preventative care, health assessments, and mental health care.

Per board policy 5207, Anti-Bullying, Superintendent Parker provided the annual report.

Superintendent Parker shared the Diploma Plus graphic with the board. President Ferguson commented, "The graphic is a nice visual of what we are trying to communicate." Mr. Scholz is the Diploma Plus Project Manager. He will oversee Individual Success Plans, Dual Enrollment, Alternative Education, Industrial Arts Offerings, Career Days and Fairs, JROTC exploration, and a school store.

Moved by Buku, supported by Solis-Gautz, that the meeting be adjourned at

REPORTS FROM SUPERINTENDENT AND STAFF

6:35 p.m.	
Motion carried.	
Beth Ferguson, President	Mike Buku, Secretary

MINUTES OF THE ORGANIZATIONAL MEETING OF THE ADRIAN BOARD OF EDUCATION, MONDAY, JANUARY 13, 2025, ADRIAN HIGH SCHOOL, B100, 785 RIVERSIDE AVENUE, ADRIAN, MI 49221

The organizational meeting of the Adrian Board of Education was called to order by Angie Schaffer at 6:00 p.m.

**MEETING CALLED TO ORDER** 

PRESENT: Trustees Baucher, Buku, Dunn, Ferguson, Lewis, and Solis-

Gautz

**ABSENT: Ballard** 

The Pledge of Allegiance was recited.

**PLEDGE RECITED** 

Trustee Baucher nominated Trustee Ferguson as President of the Board for 2025. Moved by Trustee Baucher, supported by Trustee Buku, that the nominations be closed and that a unanimous ballot for Trustee Ferguson to act as President of the Board for 2025 be approved. Motion carried.

**TRUSTEE FERGUSON APPOINTED** PRESIDENT FOR 2025

Trustee Ferguson was named President of the Board of Education for 2025, and she assumes the chair.

Trustee Buku nominated Trustee Baucher as Vice President of the Board for 2025. Moved by Trustee Solis-Gautz, supported by Trustee Buku, that nominations be closed and that a unanimous ballot for Trustee Baucher to act as Vice President of the Board for 2025 be approved. Motion carried.

**TRUSTEE BAUCHER APPOINTED VICE PRESIDENT FOR 2025** 

Trustee Baucher was named Vice President of the Board of Education for 2025.

Vice President nominated Trustee Buku as Secretary of the Board for 2025. Moved by Vice President Baucher, supported by Trustee Dunn, that nominations be closed and that a unanimous ballot for Trustee Buku to act **SECRETARY FOR** as Secretary of the Board for 2025 be approved. Motion carried.

**TRUSTEE BUKU APPOINTED AS** 2025

Trustee Buku was named Secretary of the Board of Education for 2025.

Moved by Trustee Buku, supported by Vice President Baucher, that Trustee Solis-Gautz be named the Temporary Secretary in the absence of **SOLIS-GAUTZ** the secretary for 2025. Motion carried.

TRUSTEE **APPOINTED AS TEMPORARY SECRETARY** 

Moved by Buku, supported by Solis-Gautz, that the Board approve the Superintendent or Designee to be authorized to enter into contracts on behalf of the District up to the State of Michigan's competitive bid threshold. Motion carried.

**CONTRACTS** 

Moved by Buku, supported by Solis Gautz, that the board approve the following resolution:

**ADOPTION OF RESOLUTION** 

WHEREAS school boards are required by Sections 1221, 1222, and 1223 of the School Code of 1986, as amended, Adrian Public Schools, City of Adrian, Lenawee County, Michigan, does hereby designate Huntington Bank, Premier Bank, The Michigan Class Pool, and Michigan Liquid Asset Fund Plus as the depositories for all public monies, including taxes collected, subject to the provisions of law. The Board of Education directs its Treasurer to deposit all public monies as determined at the Annual Organizational Meeting or as modified at a subsequent meeting. Motion carried.

APPROVAL OF BANK ACCOUNTS

Moved by Baucher, supported by Buku, that the Adrian Board of Education approve the attached listed accounts to be established for the 2025 calendar year, that those named be authorized to sign the checks for the accounts indicated, and that The Michigan Class Pool, Huntington Bank, Premier, and Michigan Liquid Asset Fund Plus be named depositories for all District money. Motion carried.

APPROVAL TO APPLY FOR GRANTS

Moved by Solis-Gautz, supported by Dunn, that the Assistant Superintendent of Curriculum and Instruction and/or the Superintendent be authorized to apply for grants on behalf of the District. Motion carried.

APPROVAL TO SIGN FEDERAL APPLICATIONS & REPORTS

Moved by Baucher, supported by Buku, that the Superintendent and/or the Assistant Superintendent of Curriculum and Instruction be authorized to sign Federal Project Applications and reports. Motion carried.

APPT. OF ATTORNEYS

Moved by Buku, supported by Solis-Gautz, that Thrun Law Firm of East Lansing, Michigan, be retained as legal counsel for the 2025 calendar year and that a retainer fee be paid. Motion carried.

SETTING OF MEETING DATES

Moved by Baucher, supported by Solis-Gautz, that the regular meetings of the Board of Education of Adrian Public Schools, Lenawee County, Michigan, will be held on the second and fourth Monday of each month, with dates for 2025 as attached. No further formal notice of such meetings shall be required to be given to the members of said Board.

Regular meetings shall be held at 785 Riverside Avenue, Adrian, Michigan, at 6:00 p.m. or at the time or place designated by the President of the Board of Education. Motion carried.

President Ferguson made the following appointments to Standing Board Committees per Board Policy 2505:

Finance Committee: Buku and Dunn

Curriculum Committee: Ballard and Solis-Gautz Personnel Committee: Baucher and Lewis

APPROVAL OF STANDING COMMITTEES

It is the understanding of the Board that the Standing Board Committees may change with the appointment of a new board member.

Moved by Baucher, supported by Buku, that the Standing Board Committees be approved as recommended. Motion carried.

Moved by Baucher, supported by Solis-Gautz, that Trustee Buku be named as the representative to the Lenawee County Association of School Boards and the Head Start Policy Council position will be rotated among

APPROVAL OF LCASB AND HS REPRESENTATIVES

the board members and that the Busine Motion carried.	ss Manager be named Treasurer.	
Moved by Buku, supported by Dunn, th direct its secretary to publish the resolution place of regular monthly Board meeting telephone number. Motion carried.	on establishing the date, time, and	PUBLICATION OF MEETING DATES
There being no further business, a supported by Buku, that the meeting be		MEETING
Motion carried.		ADJOURNED
The meeting adjourned at 6:09 p.m.		
Beth Ferguson, President	Michael Buku, Secretary	

#### ADRIAN PUBLIC SCHOOLS FINANCIAL REPORT FOR THE YEAR TO DATE PERIOD DECEMBER 31, 2024

## STATEMENT OF REVENUES, EXPENDITURES AND CURRENT BUDGET POSITION

	REVENUES	_	BUDGET ADOPTED 11/25/2024		Y.T.D. ACTUAL	_	CURRENT BUDGET POSITION
100 300 400 500	Local Sources State Sources Federal Sources Incoming Transfers	\$	5,923,757 31,358,562 5,771,429 1,986,333	\$	3,012,538 9,882,926 1,371,573 593,512	\$	5,923,757 31,358,562 5,771,429 1,986,333
	TOTAL	\$_	45,040,081	\$_	14,860,548	\$_	45,040,081
1	EXPENDITURES						
	INSTRUCTION						
110 120 130	Basic Program Added Needs Adult & Continuing Education SUPPORT SERVICES	\$	18,054,366 7,708,691 180,684	\$	6,314,266 2,123,836 57,562	\$	18,054,366 7,708,691 180,684
210 220 230 240 250 260 270 280 290 300 450 510 600	Pupil Instructional Staff General Administration School Administration Business Plant & Operations Pupil Transportation Central Services Other Community Services Prior Year Adj/Facilities Improvements Debt Services Outgoing Transfers TOTAL	\$_	3,462,824 2,625,881 529,598 2,406,832 1,081,221 4,028,666 1,831,013 1,080,319 1,369,584 334,089 3,669 49,113 400,000 45,146,550	\$_	1,387,843 1,097,532 264,940 1,168,249 526,990 2,170,709 646,916 640,404 12,322 149,192 29,702 37,757 0	\$_	3,462,824 2,625,881 529,598 2,406,832 1,081,221 4,028,666 1,831,013 1,080,319 1,369,584 334,089 3,669 49,113 400,000 45,146,550
	Excess Revenues over Expenditures Beginning Fund Balance Ending Fund Balance	\$_	(106,469)	s_	-1,767,672 8,762,965 6,995,293	\$=	(106,469)

**DATE:** January 27, 2025 **CONTACT PERSON:** Nikki Culley

#### **PURPOSE:**

To recommend the hiring of a part-time (.313 FTE) interventionist for Adrian Public Schools.

#### **EXPLANATION:**

Derrick Richards and his interview team are pleased to recommend Robin Perez for the part-time interventionist position at Adrian Public Schools. Robin is a retired APS teacher with extensive experience and a strong history of dedication to our district. Her familiarity with our systems and years of expertise make her an excellent fit for this role.

#### **RECOMMENDATION:**

The HR Director recommends hiring Robin Perez as a part-time interventionist for the 2024-2025 school year.

**DATE:** January 27, 2025 **CONTACT PERSON:** Dan Peña

**PURPOSE:** To approve a resolution to indemnify the Superintendent and Director of Operations for asbestos-related services as allowed by MCL 380.1256.

**EXPLANATION:** In accordance with 40 CFR Part 763.84 of the Environmental Protection Agency's Asbestos Hazard Emergency Response Act (AHERA) regulation, the District is required to list an employee as the Asbestos Designated Person. The Asbestos Designated Person is responsible for ensuring that maintenance employees are properly trained and follow the procedures for asbestos safety.

This resolution indemnifies the Superintendent and Director of Operations against civil liability about claims or actions arising out of their negligence or alleged negligence in performing the duties of inspecting, monitoring, removing, and treating asbestos or material containing asbestos or supervising those activities, while in the course of their employment and while acting within the scope of their authority with Adrian Public Schools.

This indemnification resolution is an allowable exception under the Michigan School Code. Thrun Law, the District's legal counsel, has been consulted regarding it.

**RECOMMENDATION:** The Business Manager recommends that the Adrian Board of Education approve the attached indemnification resolution.

Adrian Public Schools, Lenawee County, Michigan

A regular meeting of the board of education of said district in said district on the 27 day of Janu	
o'clock 6:00 p.m.	, and J = 0= 3, at
The meeting was called to order by Beth Ferguson President.	
PRESENT: Members	
ABSENT: Members	
The following preamble and resolution were offered by Memband supported by Member	per,
WHEREAS, Congress has enacted the Asbestos Hazard I (AHERA) and the Environmental Protection Agency has promulga district to inspect and reinspect buildings, take and analyze sample material, perform assessments, submit a management plan to the devarious other tasks (40 CFR 763), and	ated final regulations requiring the es of suspected asbestos-containing
WHEREAS, the district is required to designate a person(s) to regulations are properly implemented {40 CFR 763.84 (g) (1)}, and	ensure that the requirements of the
WHEREAS, the Board of Education believes that it is in the better the designated person(s) with protection against liability arising out of	
NOW, THEREFORE BE IT RESOLVED THAT:	
1. The Superintendent and his designee are hereb requirements of the regulations promulgated under AHERA are met:	y designated to ensure that the
2. The Board of Education shall indemnify the S Maintenance and Operation and such individuals shall be entitled, indemnify from the Board of Education for all expenses, including the amounts of Judgments, and amounts of reasonable settlements incur with or arising out of any claim, action, suit or proceeding in which reason of their acting as such designated person on behalf of the Schools. This indemnity shall include all acts of such individuals, even on their part, but shall not include indemnity for acts of willful disregard of duties in the conduct of these designated responsibilities in the benefit of the heirs, executors and administrators of each even though such individual shall no longer be an employee of the	without further act on their part, to ne cost of investigation and defense, and by either of them in connection either of them may be involved by an if deemed to be acts of negligence misfeasance, bad faith, or reckless. This right of indemnification shall

resoluti		olutions and parts of resolutions in me are hereby rescinded.	nsofar as they conflict with the provisions of this
	AYES:	Members	
	NAYS:	Members	
	Resolution dec	lared adopted.	
			Secretary, Board of Education
meetin minute	ing constitutes a g held on s. The undersig		ctary of the Board of Education of the County, Michigan, hereby certifies that the colution adopted by said Board of Education at a , the original of which is part of the Board's fithe meeting was given to the public pursuant to olic Acts of Michigan, 1976, as amended).
			Secretary, Board of Education
	3		

**DATE:** January 27, 2025 **CONTACT PERSON:** Dan Peña

#### PURPOSE:

To approve the renewal of the Maple Health Center School Based Health Center Lease Agreement.

#### **EXPLANATION:**

Superintendent Parker presented at the May 22, 2023, Board of Education meeting on a proposed Child and Adolescent Health Center (CAHC) at Springbrook Middle School.

A CAHC aims to provide primary care, preventative care, health and needs assessments, screenings, medication, immunizations, health education, mental health care, and individual/group/family therapy.

The District's legal counsel, Thrun Law Firm, reviewed the original lease agreement and the draft of the renewal agreement.

#### **RECOMMENDATION:**

The Business Manager recommends that the Adrian Board of Education approve the Maple Health Center School-Based Health Center Lease Agreement.

## FIRST AMENDMENT TO SCHOOL-BASED HEALTH CENTER LEASE AGREEMENT

This First Amendment to School-Based Health Center Lease Agreement ("First
Amendment"), dated, 2024, is between Family Medical Center of Michigan, a Federally Qualified Health Center ("FMC"), and Adrian Public Schools, a Michigan general powers school district organized and operating pursuant to MCL 380.1 <i>et seq.</i> , ("District") (individually, a "Party" and collectively, the "Parties").
<b>WHEREAS,</b> FMC and the District entered into a School-Based Health Center Lease Agreement, with an effective date of January 1, 2024, and a termination date of December 31, 2024 ("Agreement"); and
<b>WHEREAS</b> , the Parties desire to extend the term of the Agreement and to otherwise modify the Agreement as set forth herein.
NOW, THEREFORE, the Parties hereto agree as follows:
1. Pursuant to Paragraph 1 of the Agreement, the Parties hereby agree to extend the term of the Agreement for one (1) year, commencing on January 1, 2025, and ending on December 31, 2025.
2. Paragraph 2 – Non-discrimination, of the Agreement is deleted and replaced with the following: "The Parties to this Agreement, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of race, age, sex, sexual orientation, gender identity or expression, color, religion, national origin, ancestry or physical disability. Breach of this covenant may be regarded as a material breach of the Agreement."
3. All other provisions, terms, and conditions of the Agreement shall remain in full force and effect and unchanged.
<b>IN WITNESS WHEREOF</b> , the undersigned Parties have executed this Amendment on the day and year last below written.
ADRIAN PUBLIC SCHOOLS:
Dated:
Beth Ferguson
President, Board of Education
Dated:
Nate Parker

Superintendent

# FAMILY MEDICAL CENTER OF MICHIGAN: \_\_\_\_\_\_ Dated: \_\_\_\_\_\_ Ed Larkins CEO, Family Medical Center

**DATE:** January 27, 2025 **CONTACT PERSON:** Nate Parker

**PURPOSE:** To accept donations.

#### **EXPLANATION:**

JBS Design donated \$500 to the Mini Maple program.

Lenco donated \$250 to the McDaid scholarship.

Maple Fans Club donated \$1,351.27 to the Equestrian team.

The high school received an anonymous donation of \$10,000.

Raisin Valley Friends Church donated approximately \$500 in clothing to the Families in Transition Program.

#### **RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education accept these donations and thank the donors for their support.

**DATE:** January 27, 2025 **CONTACT PERSON:** Nikki Culley

**PURPOSE:** To review the new board policy, 4113, Michigan Earned Sick Time Act (ESTA).

#### **EXPLANATION:**

On July 31, 2024, the Michigan Supreme Court declared the Michigan Paid Medical Leave Act (PMLA) void and ordered the Michigan Earned Sick Time Act (ESTA) into law effective February 21, 2025. The new ESTA policy and form are intended to assist schools with ESTA implementation. To be attached with the form, see the 4113-F Attachment, which is a PDF containing a LEO ESTA brochure and a copy of the ESTA.

#### **RECOMMENDATION:**

The HR Director recommends that the Adrian Board of Education review and approve the new board policy, 4113, ESTA, at the next board meeting.

#### Series 4000: District Employment

#### 4100 Employee Rights and Responsibilities

#### 4113 Michigan Earned Sick Time Act (ESTA)

#### General

This Policy will only apply if ESTA is in effect.

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

If a collective bargaining agreement is in effect on February 21, 2025, the ESTA does not apply to employees subject to that collective bargaining agreement until the collective bargaining agreement's expiration date. The ESTA does not preempt or override the terms of a collective bargaining agreement in effect on February 21, 2025.

#### A. Definitions

1. Benefit year: the 12-month period from July 1 to June 30.

#### 2. Family member:

- 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. grandparent, grandchild, and biological, foster, or adopted sibling; or
- d. any other individual related by blood or affinity whose close association with the eligible employee is the equivalent of a family relationship.
- 3. All other ESTA-defined terms apply to this Policy.

#### B. Eligibility

A newly hired employee may not use accrued earned sick time until 90 calendar days after the employee's start date unless otherwise provided in a collective bargaining agreement, individual employment contract, employee handbook, or ESTA. If a collective bargaining agreement is in effect on February 21, 2025,

bargaining unit members are not eligible employees until the collective bargaining agreement's expiration date.

#### C. Accrual of ESTA Leave

Unless subject to a grandfathered collective bargaining agreement, an employee begins accruing earned sick time on February 21, 2025, or the employee's start date, whichever is later.

An eligible employee will receive 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 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.

Accrued leave will carry over from benefit year to benefit year. The District may frontload earned sick time in increments that comply with the ESTA.

If ESTA is in effect, leave for any ESTA qualifying circumstances up to a maximum of 72 hours per benefit year will run concurrently with other paid leave benefits as allowed by ESTA. When an eligible employee uses other paid leave benefits for an ESTA qualifying circumstance, the employee's paid time is first deducted from the earned sick time accrued under ESTA. Additional absences, above and beyond earned sick time under ESTA, are governed by an applicable collective bargaining agreement, individual employment contract, or Board Policy.

As used in this subsection, "other paid leave" benefits includes but is not limited to paid vacation days, personal days, sick days, and other paid time off. Earned sick time can be used for the purposes, and subject to the conditions, described below.

#### D. Qualifying Circumstances

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.

#### E. Use of ESTA Leave

When requesting 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 in a timely manner with documentation that earned sick time was used for an ESTA purpose. The District will be responsible for paying the eligible employee's expenses in obtaining the requested documentation.

In cases of domestic violence or sexual assault, sufficient 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 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 15-minute increments:
- an employee using earned sick time will not receive overtime pay, holiday pay, or bonuses for the earned sick time;
- upon discharge or other separation from employment, an employee automatically loses accrued earned sick time unless the employee is rehired by the District within 6 months of the separation and
- accrued earned sick time that is not used before an employee's discharge or any other separation from employment will have no monetary value, subject to the ESTA requirement to reinstate previously accrued and unused earned sick time if the employee is rehired by the District within 6 months of the separation.

#### F. Notice and Recordkeeping

The District will:

- provide an ESTA notice created by the Michigan Department of Labor and Economic Opportunity to each eligible employee at hire or by February 21, 2025, whichever is later (see 4113-F);
- display in a conspicuous location in each of its buildings the ESTA poster created by the Michigan Department of Labor and Economic Opportunity and
- retain for not less than 3 years records documenting hours worked and earned sick time taken by 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 Michigan Earned Sick Time Act (ESTA) Form

#### **ESTA Hire Notice**

Pursuant to the Michigan Earned Sick Time Act (ESTA), an eligible employee earns 1 hour of earned sick time for every 30 hours worked, but the District may cap the use of earned sick time to 72 hours per ESTA benefit year. The District's ESTA benefit year is 12 months, 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 has a right under the ESTA to bring a civil action or 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:

- A. 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;
- B. 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;
- C. 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;
- D. 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
- E. 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 and a copy of the ESTA are attached to this notice.

#### **Complaint Filing**

An employee affected by an alleged violation, at any time within 3 years after the alleged violation or the date when the employee knew of the alleged violation, whichever is later, may do any of the following:

- (a) Bring a civil action for appropriate relief, including, but not limited to, payment for used earned sick time; rehiring or reinstatement to the employee's previous job; payment of back wages; reestablishment of employee benefits to which the employee otherwise would have been eligible if the employee had not been subjected to retaliatory personnel action or discrimination; and an equal additional amount as liquidated damages together with costs and reasonable attorney fees as the court allows.
- (b) File a claim with the department, which shall investigate the claim. Filing a claim with the department is neither a prerequisite nor a bar to bringing a civil action.

Visit <a href="www.michigan.gov/wageclaim">www.michigan.gov/wageclaim</a> to file a claim with the Wage and Hour Division.

If a violation is found and the claim cannot be informally resolved, the Wage and Hour Division will issue a written determination that the employee or employer may appeal. If appealed, a hearing before an administrative law judge (ALJ) will be scheduled. The employer and employee are expected to attend the administrative hearing to provide evidence and give testimony regarding the claim. The ALJ may affirm, modify or reverse the department's determination.

#### **Employee**

An employee is an individual engaged in service to an employer in the business of the employer, except that employee does not include an individual employed by the United States government.

#### **Employer**

Employer means any person, firm, business, educational institution, nonprofit agency, corporation, limited liability company, government entity, or other entity that employs one or more individuals, except that employer does not include the United States government.

#### **Contact Information**

This brochure is intended for general information only. It does not include all of the provisions of Public Act 338 of 2018, as amended.

For information on the laws administered by the Wage and Hour Division contact:

## Department of Labor & Economic Opportunity Wage and Hour Division

Stevens T. Mason Building 530 W. Allegan St. Lansing, MI 48933 517-284-7800

#### **Southeast Michigan**

3026 W. Grand Blvd., Suite 9-450 Detroit, MI 48202

#### **Mailing Address:**

PO Box 30476 Lansing, MI 48909-7976

#### **Overnight Mailing Address:**

2407 N. Grand River Lansing, MI 48906

**Toll Free:** 1-855-4MI-WAGE (1-855-464-9243)

Website: www.michigan.gov/wagehour

## An Overview of the Earned Sick Time Act Public Act 338 of 2018 (ESTA)





Department of Labor & Economic
Opportunity
Wage and Hour Division
1-855-4MI-WAGE (1-855-464-9243)

www.michigan.gov/wagehour

#### **Earned Sick Time Accrual Amount**

Earned Sick Time accrual:

- Employees shall accrue a minimum of 1 hour of earned sick time for every 30 hours worked.
- An employer with less than 10 employees; an employee shall not be entitled to use more than 40 hours of paid earned sick time in a year unless the employer selects a higher limit.
- An employer with 10 or more employees; an employee shall not be entitled to use more than 72 hours paid earned sick time per year unless the employer selects a higher limit.
- Earned sick time shall carry over from year to year, but an employer with less than 10 employees is not required to permit an employee to use more than 40 hours of paid earned sick time and 32 hours of unpaid earned sick time in a single year, and employers with 10 or more employees are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- •An employer is in compliance with this act if the employer provides any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in this act. Paid leave includes but is not limited to paid vacation days, personal days, and paid time off.

#### **Earned Sick Time Hours**

- Earned sick time must be used in 1-hour increments unless the employer has a different increment policy and the policy is in writing in an employee handbook or other employee benefits document.
- This act does not require an employer to provide financial or other reimbursement to an employee for accrued earned sick time that was not used upon the employee's termination, resignation, retirement, or other separation from employment.
- An employer shall pay each employee using paid medical leave at a pay rate equal to the greater of either the normal hourly or base wage for that employee or the minimum wage established under the Improved Workforce Opportunity Wage Act, 2018 PA 337, as amended.
- An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

#### **Earned Sick Time May Be Used For**

- The employee's or the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
- 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.
- 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.

#### **Exercise of Rights**

- An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. "Retaliatory personnel action" means any of the following:
  - Denial of any right guaranteed under this act.
  - A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
  - Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
  - Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- An employer's absence control policy shall not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.

\*\*\*\*\* Act 338 of 2018 THIS NEW ACT IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

#### EARNED SICK TIME ACT Act 338 of 2018

An initiation of legislation to provide workers with the right to earn sick time for personal or family health needs, as well as purposes related to domestic violence and sexual assault and school meetings needed as the result of a child's disability, health issues or issues due to domestic violence and sexual assault; to specify the conditions for accruing and using earned sick time; to prohibit retaliation against an employee for requesting, exercising, or enforcing rights granted in this act; to prescribe powers and duties of certain state departments, agencies, and officers; to provide for promulgation of rules; and to provide remedies and sanctions.

History: 2018, Act 338, Eff. (sine die).

The People of the State of Michigan enact:

\*\*\*\*\* 408.961.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

#### 408.961.new Short title.

Sec. 1. This act shall be known and may be cited as the "earned sick time act".

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.962.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

#### 408.962.new Definitions.

Sec. 2. As used in this act:

- (a) "Department" means the department of licensing and regulatory affairs.
- (b) "Director" means the director of the department of licensing and regulatory affairs or his or her designee.
- (c) "Domestic partner" means an adult in a committed relationship with another adult, including both same-sex and different-sex relationships. "Committed relationship" means one in which the employee and another individual share responsibility for a significant measure of each other's common welfare, such as any relationship between individuals of the same or different sex that is granted legal recognition by a state, political subdivision, or the District of Columbia as a marriage or analogous relationship, including, but not limited to, a civil union.
  - (d) "Domestic violence" has the same meaning as provided in section 1 of 1978 PA 389, MCL 400.1501.
- (e) "Earned sick time" means time off from work that is provided by an employer to an employee, whether paid or unpaid, that can be used for the purposes described in subsection (1) of section 4 of this act.
- (f)"Employee" means an individual engaged in service to an employer in the business of the employer, except that employee does not include an individual employed by the United States government.
- (g)"Employer" means any person, firm, business, educational institution, nonprofit agency, corporation, limited liability company, government entity, or other entity that employs 1 or more individuals, except that employer does not include the United States government.
  - (h) "Family member" includes all of the following:
- (i) A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.
- (ii) A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.
  - (iii) A person to whom the employee is legally married under the laws of any state or a domestic partner.
  - (iv)A grandparent.
  - (v) A grandchild.
  - (vi) A biological, foster, or adopted sibling.
- (vii) Any other individual related by blood or affinity whose close association with the employee is the Rendered Monday, November 5, 2018

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equivalent of a family relationship.

- (i) "Health care professional" means any of the following:
- (i) Any person licensed under federal law or the law of this state to provide health care services, including, but not limited to, nurses, doctors, and emergency room personnel.
  - (ii) A certified midwife.
  - (j) "Retaliatory personnel action" means any of the following:
  - (i) Denial of any right guaranteed under this act.
- (ii) A threat, discharge, suspension, demotion, reduction of hours, or other adverse action against an employee or former employee for exercise of a right guaranteed under this act.
- (iii) Sanctions against an employee who is a recipient of public benefits for exercise of a right guaranteed under this act.
- (iv) Interference with, or punishment for, an individual's participation in any manner in an investigation, proceeding, or hearing under this act.
- (k) "Sexual assault" means any act that constitutes a violation of section 520b, 520c, 520d, 520e, 520f, or 520g of the Michigan penal code, 1931 PA 328, MCL 750.520b, 750.520c, 750.520d, 750.520e, 750.520f, and 750.520g.
- (1) "Small business" means an employer for which fewer than 10 individuals work for compensation during a given week. In determining the number of individuals performing work for compensation during a given week, all individuals performing work for compensation on a full-time, part-time, or temporary basis shall be counted, including individuals made available to work through the services of a temporary services or staffing agency or similar entity. An employer is not a small business if it maintained 10 or more employees on its payroll during any 20 or more calendar workweeks in either the current or the preceding calendar year.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.963.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

## 408.963.new Earned sick time to be provided by employer; accrual; use; "year" defined; workweek; compliance; pay rate; "normal hourly wage" defined; replacement worker not required.

- Sec. 3. (1) Each employer shall provide earned sick time to each of the employer's employees in this state.
- (a) Employees of a small business shall accrue a minimum of one hour of earned sick time for every 30 hours worked but shall not be entitled to use more than 40 hours of paid earned sick time in a year unless the employer selects a higher limit. If an employee of a small business accrues more than 40 hours of earned sick time in a calendar year, the employee shall be entitled to use an additional 32 hours of unpaid earned sick time in that year, unless the employer selects a higher limit. Employees of a small business must be entitled to use paid earned sick time before using unpaid earned sick time.
- (b) All other employees shall accrue a minimum of one hour of paid earned sick time for every 30 hours worked but shall not be entitled to use more than 72 hours of paid earned sick time per year, unless the employer selects a higher limit.
- (c) Earned sick time shall carry over from year to year, but a small business is not required to permit an employee to use more than 40 hours of paid earned sick time and 32 hours of unpaid earned sick time in a single year, and other employers are not required to permit an employee to use more than 72 hours of paid earned sick time in a single year.
- (2) Earned sick time as provided in this section shall begin to accrue on the effective date of this law, or upon commencement of the employee's employment, whichever is later. An employee may use accrued earned sick time as it is accrued, except that an employer may require an employee hired after April 1, 2019, to wait until the ninetieth calendar day after commencing employment before using accrued earned sick time.
- (3) For purposes of subsection (1), "year" shall mean a regular and consecutive twelve-month period, as determined by an employer.
- (4) For purposes of earned sick time accrual under this act, an employee who is exempt from overtime requirements under section 13(a)(1) of the Fair Labor Standards Act, 29 USC 213(a)(1), is assumed to work 40 hours in each workweek unless the employee's normal work week is less than 40 hours, in which case earned sick time accrues based upon that normal workweek.
  - (5) An employer other than an small business is in compliance with this section if the employer provides

any paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2). An employer that is a small business is in compliance with this section if the employer provides paid leave in at least the same amounts as that provided under this act that may be used for the same purposes and under the same conditions provided in this act and that is accrued at a rate equal to or greater than the rate described in subsections (1) and (2) provided further that that employees of the small business are entitled to use paid earned sick time before using unpaid earned sick time. For purposes of this subsection, "paid leave" includes but is not limited to paid vacation days, personal days, and paid time off.

- (6) An employer shall pay each employee using paid earned sick time at a pay rate equal to the greater of either the normal hourly wage for that employee or the minimum wage established under the workforce opportunity wage act, 2014 PA 138, MCL 408.411 to 408.424, but not less than the minimum wage rate established in section 4 of the workforce opportunity wage act, 2014, PA 138, MCL 408.414. For any employee whose hourly wage varies depending on the work performed, the "normal hourly wage" means the average hourly wage of the employee in the pay period immediately prior to the pay period in which the employee used paid earned sick time.
- (7) An employer shall not require an employee to search for or secure a replacement worker as a condition for using earned sick time.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.964.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

## 408.964.new Earned sick time; permissible uses; advance notice; incremental use; documentation; disclosure of details relating to domestic violence or sexual assault or family member's medical condition; other purposes.

- Sec. 4. (1) An employer shall permit an employee to use the earned sick time accrued under section 3 for any of the following:
- (a) 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.
- (b) 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.
- (c) If the employee of 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.
- (d) 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
- (e) 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.
- (2) If the employee's need to use earned sick time is foreseeable, an employer may require advance notice, not to exceed 7 days prior to the date the earned sick time is to begin, of the intention to use the earned sick time. If the employee's need for the earned sick time is not foreseeable, an employer may require the employee to give notice of the intention as soon as practicable.
- (3) Earned sick time may be used in the smaller of hourly increments or the smallest increment that the employer's payroll system uses to account for absences or use of other time.
  - (4) For earned sick time of more than 3 consecutive days, an employer may require reasonable

documentation that the earned sick time has been used for a purpose described in subsection (1). Upon the employer's request, the employee must provide the documentation to the employer in a timely manner. The employer shall not delay the commencement of earned sick time on the basis that the employer has not yet received documentation. Documentation signed by a health care professional indicating that earned sick time is necessary is reasonable documentation for purposes of this subsection. In cases of domestic violence or sexual assault, one of the following types of documentation selected by the employee shall be considered reasonable documentation: (a) a police report indicating that the employee or the employee's family member was a victim of domestic violence or sexual assault; (b) a signed statement from a victim and witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization; or (c) a court document indicating that the employee's family member is involved in legal action related to domestic violence or sexual assault. An employer shall not require that the documentation explain the nature of the illness or the details of the violence. If an employer chooses to require documentation for earned sick time, the employer is responsible for paying all out-of-pocket expenses the employee incurs in obtaining the documentation. If the employee does have health insurance, the employer is responsible for paying any costs charged to the employee by the health care provider for providing the specific documentation required by the employer.

- (5) An employer shall not require disclosure of details relating to domestic violence or sexual assault or the details of an employee's or an employee's family member's medical condition as a condition of providing earned sick time under this act. If an employer possesses health information or information pertaining to domestic violence or sexual assault about an employee or employee's family member, the employer shall treat that information as confidential and shall not disclose that information except to the affected employee or with the permission of the affected employee.
- (6) This act does not require an employer to provide earned sick time for any purposes other than as described in this section.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.965.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

## 408.965.new Transfer of employee to separate division, entity, or location; retention of earned sick time; reinstatement; successor employer; unused earned sick time.

- Sec. 5. (1) If an employee is transferred to a separate division, entity, or location, but remains employed by the same employer, the employee shall retain all earned sick time that was accrued at the prior division, entity, or location and may use all accrued earned sick time as provided in section 4. If an employee separates from employment and is rehired by the same employer within 6 months of the separation, the employer shall reinstate previously accrued, unused earned sick time and shall permit the reinstated employee to use that earned sick time and accrue additional earned sick time upon reinstatement.
- (2) If a different employer succeeds or takes the place of an existing employer, the successor employer assumes the responsibility for the earned sick time rights that employees who remain employed by the successor employer accrued under the original employer. Those employees are entitled to use earned sick time previously accrued on the terms provided in this act.
- (3) This act does not require an employer to provide financial or other reimbursement to an employee for accrued earned sick time that was not used upon the employee's termination, resignation, retirement, or other separation from employment.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.966.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

408.966.new Exercise of rights under act; interference, restraint, or denial prohibited; retaliatory personnel action or discrimination prohibited; absence control policy leading to or resulting in retaliatory personnel action prohibited; person mistakenly alleging violation; rebuttable presumption of violation.

Rendered Monday, November 5, 2018

- Sec. 6. (1) An employer or any other person shall not interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right protected under this act.
- (2) An employer shall not take retaliatory personnel action or discriminate against an employee because the employee has exercised a right protected under this act. Rights protected by this act include, but are not limited to, the right to use earned sick time pursuant to this act, the right to file a complaint or inform any person about any employer's alleged violation of this act, the right to cooperate with the department in its investigations of alleged violations of this act, and the right to inform any person of his or her rights under this act.
- (3) An employer's absence control policy shall not treat earned sick time taken under this act as an absence that may lead to or result in retaliatory personnel action.
- (4) The protections in this section apply to any person who mistakenly but in good faith alleges a violation of this section.
- (5) There is a rebuttable presumption of a violation of this section if an employer takes adverse personnel action against a person within 90 days after that person does any of the following:
  - (a) Files a complaint with the department or a court alleging a violation of this act.
  - (b) Informs any person about an employer's alleged violation of this act.
- (c) Cooperates with the department or another person in the investigation or prosecution of any alleged violation of this act.
  - (d) Opposes any policy, practice, or act that is prohibited under this act.
  - (e) Informs any person of his or her rights under this act.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.967.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

## 408.967.new Violation of act; actions by employee; enforcement by director; civil remedies; civil fine.

- Sec. 7. (1) If an employer violates this act, the employee affected by the violation, at any time within 3 years after the violation or the date when the employee knew of the violation, whichever is later, may do any of the following:
- (a) Bring a civil action for appropriate relief, including, but not limited to, payment for used earned sick time; rehiring or reinstatement to the employee's previous job; payment of back wages; reestablishment of employee benefits to which the employee otherwise would have been eligible if the employee had not been subjected to retaliatory personnel action or discrimination; and an equal additional amount as liquidated damages together with costs and reasonable attorney fees as the court allows.
- (b) File a claim with the department, which shall investigate the claim. Filing a claim with the department is neither a prerequisite nor a bar to bringing a civil action.
- (2) (a) The director shall enforce the provisions of this act. In effectuating such enforcement, the director shall establish a system utilizing multiple means of communication to receive complaints regarding non-compliance with this act and investigate complaints received by the department in a timely manner.
- (b) Any person alleging a violation of this chapter shall have the right to file a complaint with the department. The department shall encourage reporting pursuant to this subsection by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the employee or person reporting the violation, provided, however, that with the authorization of such person, the department may disclose his or her name and identifying information as necessary to enforce this chapter or for other appropriate purposes.
- (c) Upon receiving a complaint alleging a violation of this chapter, the department shall investigate such complaint and attempt to resolve it through mediation between the complainant and the subject of the complaint, or other means. The department shall keep complainants notified regarding the status of their complaint and any resultant investigation. If the department believes that a violation has occurred, it shall issue to the offending person or entity a notice of violation and the relief required of the offending person or entity. The department shall prescribe the form and wording of such notices of violation including any method of appealing the decision of the department.
- (d) The department shall have the power to impose penalties and to grant an employee or former employee all appropriate relief including but not limited to payment of all earned sick time improperly withheld, any

and all damages incurred by the complainant as the result of violation of this act, back pay and reinstatement in the case of job loss.

- (3) If the director determines that there is reasonable cause to believe that an employer violated this act and the department is subsequently unable to obtain voluntary compliance by the employer within a reasonable time, the department shall bring a civil action as provided in subsection (1)(a) on behalf of the employee. The department may investigate and file a civil action under subsection (1)(a) on behalf of all employees that employer who are similarly situated at the same work site and who have not brought a civil action under subsection (1)(a). A contract or agreement between the employer and the employee or any acceptance by the employee of a paid or unpaid leave policy that provides fewer rights or benefits than provided by this act is void and unenforceable.
- (4) In addition to liability for civil remedies described in this section, an employer who fails to provide earned sick time in violation of this act or takes retaliatory personnel action against an employee or former employee is subject to a civil fine of not more than \$1,000.00.
- (5) An employer that willfully violates a notice or posting requirement of section 8 is subject to a civil fine of not more than \$100.00 for each separate violation.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.968.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

## 408.968.new Written notice to employee; contents; language; display of poster; creation by department: availability.

Sec. 8. (1) An employer subject to this act shall provide written notice to each employee at the time of hiring or by April 1, 2019, whichever is later, including, but not limited to, all of the following:

- (a) The amount of earned sick time required to be provided to an employee under this act.
- (b) The employer's choice of how to calculate a "year" according to subsection 3 of section 3.
- (c) The terms under which earned sick time may be used.
- (d) That retaliatory personnel action by the employer against an employee for requesting or using earned sick time for which the employee is eligible is prohibited.
- (e) The employee's right to bring a civil action or file a complaint with the department for any violation of this act.
- (2) The notice required under subsection (1) shall be in English, Spanish, and any language that is the first language spoken by at least 10% of the employer's workforce, as long as the department has translated the notice into such language.
- (3) An employer shall display a poster at the employer's place of business, in a conspicuous place that is accessible to employees, that contains the information in subsection (1). The poster displayed should be in English, Spanish, and any language that is the first language spoken by at least 10% of the employer's workforce, as long as the department has translated the poster into such language.
- (4) The department shall create and make available to employers notices and posters that contain the information required under subsection (1) for employers' use in complying with this section. The department shall provide such notices and posters in English, Spanish, and any other languages deemed appropriate by the department.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.969.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

#### 408.969.new Multilingual outreach program.

Sec. 9. The department shall develop and implement a multilingual outreach program to inform employees, parents, and persons who are under the care of a health care provider about the availability of earned sick time under this act. This program must include distribution of notices and other written materials in English and in other languages to child care and elder care providers, domestic violence shelters, schools, hospitals, community health centers, and other health care providers.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.970.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

#### 408.970.new Retention of records.

Sec. 10. An employer shall retain for not less than 3 years records documenting the hours worked and earned sick time taken by employees. To monitor compliance with the requirements of this act, an employer shall allow the department access to those records, with appropriate notice and at a mutually agreeable time. If a question arises as to whether an employer has violated an employee's right to earned sick time under this act and the employer does not maintain or retain adequate records documenting the hours worked and earned sick time taken by the employee or does not allow the department reasonable access to those records, there is a presumption that the employer has violated the act, which can be rebutted only by clear and convincing evidence.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.971.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

## 408.971.new Other law, regulation, requirement, policy, or standard, including collective bargaining agreement; scope and limitation of act.

- Sec. 11. (1) This act provides minimum requirements pertaining to earned sick time and shall not be construed to preempt, limit, or otherwise affect the applicability of any other law, regulation, requirement, policy, or standard, including a collective bargaining agreement, that provides for greater accrual or use of time off, whether paid or unpaid, or that extends other protections to employees.
  - (2) This act does not do any of the following:
  - (a) Prohibit an employer from providing more earned sick time than is required under this act.
  - (b) Diminish any rights provided to any employee under a collective bargaining agreement.
- (c) Subject to section 12, preempt or override the terms of any collective bargaining agreement in effect prior to the effective date of this act.
- (d) Prohibit an employer from establishing a policy that permits an employee to donate unused accrued earned sick time to another employee.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.972.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

#### 408.972.new Collective bargaining agreement.

Sec. 12. If an employer's employees are covered by a collective bargaining agreement in effect on the effective date of this act, this act applies beginning on the stated expiration date in the collective bargaining agreement, notwithstanding any statement in the agreement that it continues in force until a future date or event or the execution of a new collective bargaining agreement.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.973.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

#### 408.973.new Rules.

Sec. 13. The director may promulgate rules in accordance with the administrative procedures act of 1969, Rendered Monday, November 5, 2018

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1969 PA 306, MCL 24.201 to 24.328, as necessary to administer this act.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

\*\*\*\*\* 408.974.new THIS NEW SECTION IS EFFECTIVE 91 DAYS AFTER ADJOURNMENT OF THE 2018 REGULAR SESSION SINE DIE \*\*\*\*\*

#### 408.974.new Severability.

Sec. 14. If any portion of this act or the application thereof to any person or circumstances shall be found to be invalid by a court, such invalidity shall not affect, impair, or invalidate the other portions or applications of the act that can be given effect without the invalid portion or application, and to this end the provisions of this act are declared to be severable.

History: 2018, Act 338, Eff. (sine die).

**Compiler's note:** Public Act 338 was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. On September 5, 2018, the initiative petition was approved by an affirmative vote of the majority of the members of the Senate and an affirmative vote of the majority of the members of the House of Representatives, and filed with the Secretary of State on September 5, 2018.

**DATE:** January 27, 2025 **CONTACT PERSON:** Derrick Richards

Nate Parker

**PURPOSE:** To review the proposal for adding a new course, Introduction to Industrial Arts, at Adrian High School.

#### **EXPLANATION:**

This proposal seeks to add Introduction to Industrial Arts to the High School Course Catalog for the third trimester of the 2024-2025 school year. This opportunity arose when a staff member with an Industrial Arts certification joined the high school team. The course will serve as a new entry point for students interested in the trades, aligning with the district's Diploma Plus initiative.

#### **Introduction to Industrial Arts**

**DESCRIPTION:** Introduction to Industrial Arts provides students with a foundational understanding of woodworking, focusing on safety, tool use, and material selection. Throughout the course, students will learn to measure, design, and construct various wood projects using hand tools, power tools, and machines. The course also covers wood joinery, assembly techniques, and applying finishes such as paints and polyurethanes. Through hands-on projects, students will develop skills in precision, craftsmanship, and problem-solving.

#### **Unit 1: Introduction**

- Focus on woodworking basics, shop safety, and material selection.
- Learn measuring, layout, and basic project planning.

#### **Unit 2: Machines and Tools**

- Operate hand tools, saws, planers, drills, and sanders safely.
- Practice cutting, shaping, and preparing wood surfaces.

#### **Unit 3: Wood Joinery and Assembly**

- Learn wood joints, adhesives, and clamping techniques.
- Construct projects using fasteners and proper assembly methods.

#### **Unit 4: Finishing and Finishes**

- Apply finishes like paints, polyurethanes, and oils using brushes or sprayers.
- Care for and maintain finished woodworking projects.

#### **RECOMMENDATION:**

The Superintendent and Assistant Superintendent of Curriculum and Instruction recommend that the Adrian Board of Education approve the new course at the next board meeting.

#### Introduction to Industrial Arts

**DESCRIPTION:** Introduction to Industrial Arts provides students with a foundational understanding of woodworking, focusing on safety, tool use, and material selection. Throughout the course, students will learn to measure, design, and construct various wood projects, using hand tools, power tools, and machines. The course also covers wood joinery, assembly techniques, and applying finishes such as paints and polyurethanes. Through hands-on projects, students will develop skills in precision, craftsmanship, and problem-solving.

#### Industrial Arts - Class Outline and Wish List

#### Unit 1: Introduction

#### Content:

- Introduction to Woodworking
- Woodshop Safety
- Measuring, Layout, and Rough-out (tape measures)
- Planning and Designing in Woodworking
- Selecting and Identifying Materials

#### Unit Objectives:

- Understand the importance of safety in the woodworking environment and demonstrate proper safety procedures.
- 2. Identify basic woodworking tools and their uses.
- 3. Accurately measure and mark materials using appropriate tools and techniques.
- 4. Develop basic plans and designs for woodworking projects.
- 5. Differentiate between various types of wood and materials based on their characteristics and applications.

#### **Unit 2: Machines and Tools**

#### Content:

- Hand Tools: Claw hammers, screwdrivers (standard, Phillips, square/box head, star/bugle head), tape measures, hand saws (wood, coping, hack).
- Planing and Sawing
- Planing Machines: Planer, jointer, hand planes.
- Circular Saws: Miter box saw, table saw, hand circular saw.
- Reciprocating Saws: Band saws, scroll saw, jigsaw, and saber/Sawzall saw.
- Drilling and Boring: Drill press, hand drill.
- Cutting Curves, Irregular Shapes, Bevels, and Chamfers.
- Router, Shaper, and Molder: Routers, router table, router bits.
- Sanding Machines and Wood Prep: Belt sander, random orbital, vibrating, sandpapers, sanding blocks.

#### **Unit Objectives:**

- 1. Demonstrate proper use and handling of basic hand tools in woodworking.
- 2. Operate planing machines and circular saws safely and effectively.
- 3. Use reciprocating saws for cutting curves and irregular shapes.
- 4. Apply techniques for drilling, boring, and creating precision cuts.
- 5. Safely operate sanding machines and prepare wood surfaces for finishing.

## Unit 3: Wood Joinery and Assembly Content:

- Wood Joints
- · Adhesives, Gluing, and Clamping
- Mechanical Fasteners and Assembly

#### **Unit Objectives:**

- 1. Identify and explain common types of wood joints and their uses.
- 2. Demonstrate correct techniques for applying adhesives and clamping materials.
- 3. Select and use appropriate mechanical fasteners for assembling woodworking projects.
- 4. Construct a small woodworking project using a combination of joints, adhesives, and fasteners.

## Unit 4: Finishing and Finishes Content:

- Paints, Polyurethanes, Oils.
- Brushes and Sprayers.

#### Unit Objectives:

- 1. Identify various types of finishes and their applications.
- 2. Demonstrate proper techniques for applying paints, polyurethanes, and oils using brushes and sprayers.
- 3. Evaluate the final appearance of finished wood projects and make adjustments as needed.
- 4. Understand how to care for and maintain finished woodworking products.

**DATE:** January 27, 2025 **CONTACT PERSON:** Beth Ferguson

Nate Parker

#### **PURPOSE:**

To review nominations for a member of the Board of Directors for the Michigan Association of School Boards.

#### **EXPLANATION:**

The voting is now open for the MASB Region 7 Board of Directors. The board needs to vote for one candidate: Guillermo Lopez from Lansing School District, Cory McLaughlin from Jefferson Schools, or Jack Temsey from Eaton RESA.

#### **RECOMMENDATION:**

The President of the Adrian Board of Education recommends that the board review candidates for the MASB Board of Directors.



#### **Region 7 (Three-Year Term)**

#### Cory McLaughlin

Jefferson Schools, Monroe County

Time served on this board:

1 1 years

Offices held:
President and Secretary

#### **MASB Certification:**

Certified Boardmember (CBA 101)

## Region 7 (Three-Year Term)

## Jack Temsey Eaton RESA, Eaton County

Time served on another board:

8 years

Potterville Public Schools

Offices held:

Secretary and Treasurer



#### Offices held:

President, Vice President, Secretary and Treasurer

#### MASB Certification:

Certified Boardmember Award

Award of Merit

Award of Distinction

Master Boardmember

Master Diamond

#### **Election Statement:**

Since joining the Jefferson School Board in 2014, I have been dedicated to ensuring that every decision we make is in the best interest of our students. I am passionate about creating opportunities for all learners and believe that every child deserves access to a high-quality education that meets their unique needs and aspirations.

Career and Technical Education (CTE) programs are a priority for me because they provide students with real-world skills and open doors to meaningful careers. I also strongly advocate for advanced classes to challenge and inspire high-achieving students, ensuring they are prepared for post-secondary education and beyond. Equally important is my commitment to special education, as I believe every child, regardless of ability, deserves the resources and support to thrive.

My experience on the Jefferson School Board has taught me the importance of collaboration, fiscal responsibility and community engagement. I bring a student-centered approach to decision-making and strive to build partnerships that benefit our schools. Serving on the MASB Board of Directors would allow me to expand this work, sharing best practices and advocating for policies that empower all districts to succeed.

I am running for this position because I am deeply committed to advancing education in Michigan and ensuring that every child has access to the tools and opportunities they need to achieve their full potential.

#### **Election Statement:**

As a Board of Education Trustee, I feel we are the voice for our children. We need to utilize this voice to ensure we can offer our children the education they deserve, regardless of the struggles that we face behind the scenes.

We need to direct this voice to those who create legislation that we feel will adversely affect public education, as well as remember to offer praise to those who show us favor and offer to help. I believe the voice of our boards and communities can make a difference. I have strived to become the best board member I can be. One of the ways that I have tried to accomplish this is by becoming certified through the MASB's CBA program. I have gained a wealth of knowledge by attending classes, conferences and other various events as well as networking with board members from around the state.

Public education is as diverse as our country. There are no single fix-all solutions that work for every school district. I feel that bringing the voice of small communities and small districts to the forefront is important. I would like to continue advocating to provide

adequate and equitable funding for ALL districts.

Adequate funding is sufficient funding to provide basic schooling. Equitable funding is based on fairness.

I previously served the Potterville Public Schools Board of Education for eight years. During this time, I served on the Policy, Community Relations and Technology Committees, as well as Secretary and Treasurer. I have been an Eaton RESA Trustee for eight years, serving on the Building and Grounds and Finance and Audit Committees as well as Secretary, Vice President and Treasurer. I am currently serving again as President.

Additionally, I have served MASB as a member of the Curriculum and Instruction Committee and Government Relations Committee plus served as its Vice Chairman, also on the Resolutions and Bylaws committee, and as its Vice Chairman. I am currently serving again on the Government Relations Committee as its Vice Chairman.

I would be honored to serve on the MASB Board of Directors to represent you, our Region, and our students. I want to bring your voices to the table to further benefit the future of public education.



#### **Region 6 (One-Year Term)**

#### Elizabeth O'Dell

St. Joseph County ISD, St. Joseph County

Time served on this board:

Offices held President, Vice President, Secretary and Treasurer

#### MASB Certification:

Certified Boardmember Award Award of Merit Award of Distinction Master Roardmember

Master Diamond

#### **Election Statement:**

The MASB is our collective voice on education at the state level, and it allows board members to be informed about educational issues. I think the Director for the Region's rule is to ensure that our voice is heard as the MASB discusses issues and concerns. The Past President, Kathleen Moere, was able to model how to accomplish that task positively. I cannot fill her shoes; I am unsure if anyone can.

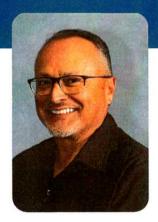
I have been an active St. Joseph County SD member for 27 years. I have taken advantage of opportunities to learn about best practices for serving and supporting the education process in our communities. I have held various positions, from member to president

I have worked with the parent-teacher association, band, and athletic booster dubs. I have served on the special education advisory committee, have enjoyed serving as a delegate to MASB membership meetings in my county. Through this process, I have learned what various boards are concerned about as they present resolutions and amendments to the Board of Directors, which has deepened my understanding of how our collective needs are connected.

I have and will continu to advocate for a strong public education. My children and I are products of public education. or's degree from Ball State University and my graduate degree from Western Michigan I obtained my bache University.

service, advocacy, listening, and striving to assist others to make positive change. I am a retired CEO County Community Mental Health and use my time currently as a volunteer in my church, for American saster Relief, as a substitute teacher, as well as working with a variety of social action services through Red Cross y, Delta Sigma Theta Sorority, Incorporated. my sorori

eking this position to advocate for the needs of our small and large communities. I am a champion for ation, and with your vote, I can take my commitment to this service to the next level.



#### **Region 7 (Three-Year Term)**

Guillermo Z Lopez (NGUMBENT)

Lansing School District, Ingham County



#### MASB Certification:

Certified Boardmember Award Award of Merit Award of Distinction Master Boardmember

#### **Election Statement:**

As we welcome the new year, we are also aware that changes in education funding from the federal government are very possible. As your director from Region 7, I will work closely with our MASB staff and pay close attention to how these changes may affect our educational system here in Michigan, I will also continue to support the work MASB has done in the area of equity in education in all its forms. Additionally, I will continue supporting districts that need training but are not in a position to cover the costs. I very much appreciate MASB staff who are continually looking at ways that we can expand these funding efforts. Finally, I hope you have enjoyed the newsletter coming directly from Region 7.

CANDIDATES FOR MASB BOARD of DIRECTORS **2025 ELECTIONS** 7