

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
WORKSHOP MEETING
WEDNESDAY, August 25, 2021
AGENDA**

I. Call to Order

II. Pledge of Allegiance

III. Communications

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

A. Public Comments

IV. Consent Agenda

A. Approval of Minutes - Regular Meeting – August 12, 2021

V. Old/New Business

A. Personnel Issues

1. Milan Education Association Master Agreement - Attachment A
2. Teacher Appointments

B. Board Issues

1. Vaping Manufacturers Litigation - Attachment B

C. Public Comments

D. Superintendent's Comments

E. Assistant Superintendent's Comments

F. Addenda

1. Board Member Comments
2. Closed Session – Negotiation Strategies and Periodic Personnel Evaluation

VI. Adjournment

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
WORKSHOP MEETING
WEDNESDAY, August 25, 2021
RESOLUTIONS**

I. Call to Order

The workshop meeting of the Milan Area Schools Board of Education was called to order by President Cislo at _____ p.m. on August 25, 2021.

Board Members Present:

Board Members Absent:

Staff Present:

Guests Present:

II. Pledge of Allegiance

III. Communications

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

A. Public Comments

IV. Consent Agenda

A. Approval of Minutes - Regular Meeting – August 12, 2021

Motion by _____ supported by _____ to approve the consent agenda that includes the minutes of the regular meeting of August 12, 2021.

Moccio _____ Cislo _____ Faro _____ Frait _____ Heikka _____ Kiger _____ Landingham _____
Carried _____.

V. Old/New Business

A. Personnel Issues

1. Milan Education Association Master Agreement - Attachment A

Motion by _____ supported by _____ to approve the Master Agreement with the Milan Education Association as detailed in Attachment A.

Cislo _____ Faro _____ Frait _____ Heikka _____ Kiger _____ Landingham _____ Moccio _____
Carried _____.

2. Teacher Appointments

Motion by _____ supported by _____ to appoint the following people to the teaching positions listed and Base Salaries listed effective for the 2021-2022 school year.

- * Erin Knotts - Paddock 2nd Grade (\$51,109)
- * Colin Lambers - Paddock 2nd Grade (\$40,000)
- * Megan Kadykowski - Symons 3rd Grade (\$70,418)
- * Jennifer Young - Symons 4th Grade (\$53,174)

Faro _____ Frait _____ Heikka _____ Kiger _____ Landingham _____ Moccio _____ Cislo _____
Carried _____.

B. Board Issues

1. Vaping Manufacturers Litigation - Attachment B

Motion by _____ supported by _____ to approve the Vaping Manufacturers Litigation resolution as included in Attachment B.

Frait _____ Heikka _____ Kiger _____ Landingham _____ Moccio _____ Cislo _____ Faro _____
Carried _____.

C. Public Comments

D. Superintendent's Comments

E. Assistant Superintendent's Comments

F. Addenda

1. Board Member Comments

2. Closed Session – Negotiation Strategies and Periodic Personnel Evaluation

Motion by _____ supported by _____ to enter into closed session as allowed by the Open Meetings Act for Negotiation Strategies and, upon the request of the employee, for the purpose of conducting a periodic personnel evaluation.

Heikka _____ Kiger _____ Landingham _____ Moccio _____ Cislo _____ Faro _____ Frait _____
Carried _____.

Time entered closed session _____.

Time returned to open session _____.

VI. Adjournment - Time of Adjournment _____.

DRAFT

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
Thursday, August 12, 2021**

The regular meeting of the Milan Area Schools Board of Education was called to order by President Cislo at 7:00 p.m. on August 12, 2021.

Board Members Present: Heikka, Faro, Moccio, Kiger, Cislo

Board Members Absent: Frait, Landingham

Staff Present: Bryan Girbach, Ryan McMahon, Lon Smith, Jennifer Barker, Jim Brousseau, Yvette Kashmerm, Chris Schmidt, Melissa Fiederlein, Jennifer Barker

Guests Present: Larry Biederman, Zack Radcliff, Rachel Hobbs, David Kruise, Murphy Payeur, Craig Barker, Hillary Hawker, Gavin Kruise, Brody Lopez, Sydney Smith, Denise Lopez, Kurt DeMars, Gunner Kruise, Egan Kruise, Emmett Cruise, Anthony Lopez, Jayme McElvaney, Josh McElvaney, Mandy Arntson, Tim Arnston, Melissa DeMars, Justin Hobbs, Krista Meggison, Brianna Prete, Noah Allen, Dan Nickels, Dominick Trolan, K J DeMars, Whitney Berger, Andrew Kremski, Zack, Denise Lopez, Lindsey Segrist, Holly Vallade, Debbie Allen, Spencer Riddle, Franklin Barker, Emily Chene, Renee Humes, Stacy Sachs, Larry Beiderman, Mike Rader, April Rader, Kenneth Meyer, Brandy Farris, Madison Farris, Aaron Chatfield, Chanelle Chatfield, George Elder IV, Stephanie Hunt, Bill Gaskell, Justin Hobbs, Sydney Smith, Andrew

Pledge of Allegiance

Public Comments:

The following community members spoke to the Board regarding masks:

Larry Biederman
Zack Radcliff
Rachel Hobbs
David Kruise
Murphy Payeur
Craig Barker
Hillary Hawker
Gavin Kruise
Brody Lopez

Sydney Smith
Denise Lopez
Kurt DeMars
Gunner Kruise
Jayme McElvaney
Mandy Arntson
Melissa DeMars
Justin Hobbs
Krista Meggison
Brianna Prete
Noah Allen
Dan Nickels
Dominick Trolan
K J DeMars
Whitney Berger
Andrew Kremski
Denise Lopez
Lindsey Segrist
Holly Vallade

Motion by Faro supported by Kiger to approve the consent agenda that includes the minutes of the workshop meeting of July 28, 2021 and the approval of bills/reimbursement of expenses.
All Ayes. Carried 5-0

The Board heard the Second Reading of the potential Vaping Manufacturers Litigation as provided in Attachment A.

The Board discussed their Board Goal Development plan

Motion by Faro supported by Kiger to support Mask Guidelines option #2 as presented by Superintendent Girbach. All Ayes. Carried 5-0.

- Low
 - Masks Highly Recommended for All Students and Staff
 - Masks Required on Buses
- Moderate
 - Masks Required for Students in Grades 6 and Below (may change as vaccination age changes)
 - Masks Highly Recommended for Students in Grades 7 and Above
 - Masks Required on Buses
- Substantial (*where we are currently*)
 - Masks Required for All Students and Staff
 - Masks Required on Buses
- High
 - Masks Required for All Students and Staff
 - Other Mitigation Strategies Increased
 - Masks Required on Buses

Public Comments:

The following community members spoke to the Board regarding masks:

Rachel Hobbs

Ken Meyer

Hillary Hawker

Spencer Riddle

Franklin Barker

Debbie Allen inquired about concerns with seasonal allergies and quarantine rules.

Superintendent's Comments:**Students**

- The district wants to remind our students and families that, throughout the summer, meals continue to be provided for free to all children under the age of 18. A link to place food orders can be found on the main page of milanareaschools.org. Orders are taken each week between Wednesday morning and noon on Thursday. Orders are filled between 4:00 and 5:00 PM on Tuesdays behind Milan High School.
- Kindergarten through Eighth Grade Summer School is going very well. We are glad to have approximately 125 students attending. A big thank you to Dan Adams for being a great Coordinator for the program!
- The Milan High School Credit Recovery program is going well. Students who did not pass courses during 2020-2021 are able to recover some credit towards graduation.
- Our transportation department, like many other transportation departments in the state, is struggling to hire full time and substitute drivers. We experienced 3 retirements and a resignation this summer. We are filling two of the runs and are able to absorb the other two runs. The number of drivers available for athletic trips will be limited and we may need to have students self-transport to some away events. Anyone interested in working for the Milan Transportation Department should call 734-439-5900. Milan Area Schools will pay for and coordinate all required training.

Staff

- Nick Prentice (MS Math) Resigned - Accepted Job at Alma Mater
- Megan Hubbard (Symons Teacher) Resigned - Accepted a Job in Boston
- The district has reached a tentative agreement with the Milan Education Association. The MEA voting will conclude on Monday. The Board will then take action on the tentative agreement.
- The district is in talks with the other union groups. Contracts expire on August 31st.

General

- The 2021-2022 School Calendar is now available at milanareaschools.org
- The Big Red Bundle program is back again for next year. Information regarding methods to make donations to the program are available in the "Current Topics" section of milanareaschools.org.

Communication

- The district currently has 1,041 Twitter followers. This is up 6 from the last meeting.
- The district currently has 2,425 Facebook followers. This is up 11 from the last meeting.

Assistant Superintendent's Comments: None

Student Board Member Comments: None

Board Member Comments:

- Board Member Faro thanked the community for their input and comments, thanked the MEA representatives for negotiations and thanked Krista Hendrix for the financial statement updates provided.
- Board Member Heikka thanked the community for coming to the meeting and emailing the board. She feels that the Board's decision is a compromise. Heikka also thanked the MEA for negotiations.
- Board Member Kiger thanked the MEA for negotiations and thanked the staff for getting ready for the upcoming year.
- Board Member Cislo thanked the community for input and explained answers to communication and replies from the Board. Thanked Mrs. Hobbs and Mrs. Allen for attending consistently.
- Board Member Moccio addressed and thanked the community and staff regarding difficult decisions.

Public Comments:

Motion by Heikka supported by Faro to enter into closed session as allowed by the Open Meetings Act for Negotiation Strategies. All Ayes. Carried 5-0

Time entered closed session 9:27 p.m.

Time returned to open session 10:13 p.m.

Time of Adjournment: 10:13 p.m.

**Milan Area Schools
and
Milan Education Association
2021-2022, 2022-2023, 2023-2024
Tentative Agreement**

Three Year Contract with Calendars (see attached)

Update all Dates and Timelines Accordingly

Page 5 "The following sections...Article 13.E"

For clarity, language referenced will be shaded throughout the contract.

Article 4.B

Replace: All of Article 4.B

With:

Each teacher will have a Base Salary. The minimum Base Salary is \$40,000 (2021-2022), \$40,500 (2022-2023), and \$41,000 (2023-2024) without advanced degree recognition and \$46,500 (2021-2022), \$47,000 (2022-2023), and \$47,500 (2023-2024) with advanced degree recognition. The maximum Base Salary is \$78,500 without advanced degree recognition and \$85,000 with advanced degree recognition.

In 2021-2022 each teacher's Base Salary will be reset to the agreed upon Transition Scale, using the following criteria:

- A teacher's Base Salary will not be reduced due to the Transition Scale.
- Teachers with 10 or less years of service will be given Base Salary Credits at the level closest too, but not lower than, their current Base Salary. Base Salary Credits will be used for all minimum salary guarantees starting in 2022-2023.
- Teachers with 11 or more years of service will be assigned a Base Salary at the level appropriate with their years of service in Milan, but not lower than, their current Base Salary. Base Salary Credits will be based on the teachers years of service in Milan. Base Salary Credits will be used for all minimum salary guarantees starting in 2022-2023.
- In 2021-2022 any teacher not receiving an increase under the Transitional Scale will have their Base Salary increased by \$500.

In 2022-2023, each teacher's Base Salary will be adjusted in accordance with the teacher's Effectiveness rating during the previous school year. An Ineffective or Minimally Effective rated teacher will not receive an increase to their Base Salary. An Effective or Highly Effective rated teacher will receive an increase to their Base Salary as described below.

- For teachers with 1-10 Base Salary Credits: \$1150
- For Teachers with 11 or more Base Salary Credits: \$750

In 2023-2024, each teacher's Base Salary will be adjusted in accordance with the teacher's Effectiveness rating during the previous school year. An Ineffective or Minimally Effective rated teacher will not receive an increase to their Base Salary. An Effective or Highly Effective rated teacher will receive an increase to their Base Salary as described below.

- For teachers with 1-10 Base Salary Credits: \$1150
- For Teachers with 11 or more Base Salary Credits: \$850

Starting in 2022-2023, Base Salary Credits will be used for all minimum salary guarantees.

In 2022-2023 teachers who have achieved 4 Base Salary Credits will receive a minimum Base Salary of \$44,798 without advanced degree recognition and a minimum Base Salary of \$51,298 with advanced degree recognition.

In 2022-2023 teachers who have achieved 7 Base Salary Credits will receive a minimum Base Salary of \$51,109 without advanced degree recognition and a minimum Base Salary of \$57,609 with advanced degree recognition.

In 2022-2023 teachers who have achieved 11 Base Salary Credits will receive a minimum Base Salary of \$62,309 without advanced degree recognition and a minimum Base Salary of \$70,418 with advanced degree recognition.

In 2022-2023 teachers who have achieved 21 Base Salary Credits will receive a minimum Base Salary of \$70,300 without advanced degree recognition and a minimum Base Salary of \$76,300 with advanced degree recognition.

In 2023-2024 teachers who have achieved 4 Base Salary Credits will receive a minimum Base Salary of \$45,948 without advanced degree recognition and a minimum Base Salary of \$52,448 with advanced degree recognition.

In 2023-2024 teachers who have achieved 7 Base Salary Credits will receive a minimum Base Salary of \$52,259 without advanced degree recognition and a minimum Base Salary of \$58,759 with advanced degree recognition.

In 2023-2024 teachers who have achieved 11 Base Salary Credits will receive a minimum Base Salary of \$63,159 without advanced degree recognition and a minimum Base Salary of \$71,268 with advanced degree recognition.

In 2023-2024 teachers who have achieved 21 Base Salary Credits will receive a minimum Base Salary of \$71,150 without advanced degree recognition and a minimum Base Salary of \$77,150 with advanced degree recognition.

| When a teacher accumulates the following Base Salary Credits, they will receive a minimum Base Salary as indicated | without advanced degree recognition (BA) | | with advanced degree recognition (MA) | |
|--|--|-----------|---------------------------------------|-----------|
| | 2022-2023 | 2023-2024 | 2022-2023 | 2023-2024 |
| 4 | \$44,798 | \$45,948 | \$51,298 | \$52,448 |
| 7 | \$51,109 | \$52,259 | \$57,609 | \$58,759 |
| 11 | \$62,309 | \$63,159 | \$70,418 | \$71,268 |
| 21 | \$70,300 | \$71,150 | \$76,300 | \$77,150 |

New hires will be assigned Base Salary Credits equivalent to their years of recognized teaching experience and will receive the corresponding Base Salary. New hires will not be assigned more than 11 Base Salary Credits. In an exceptional situation, the Superintendent can consult with the Union to determine if it is appropriate to grant more than 11 Base Salary Credits.

In November of 2022, the two parties will review the newly approved financial audit. If the audited unassigned fund balance (defined as the audited fund balance minus \$330,000, the assigned fund balance for athletics, the assigned fund balance for PECC, and the newly assigned fund balance for unspent ESSER funds) compared to the audited expenditures is more than \$1,400,00 above 10%, the unassigned fund balance exceeding the \$1,400,000 above 10% will be distributed to all employees of the district (using percent of salary calculations). The funds distributed to the teachers will be used to

increase each teacher's Base Salary by an equivalent dollar amount. Eligible teachers must have been on the June 30, 2022 payroll and must be on the December 15, 2022 payroll.

In November of 2023, the two parties will review the newly approved financial audit. If the audited unassigned fund balance (defined as the audited fund balance minus \$330,000, the assigned fund balance for athletics, the assigned fund balance for PECC, and the newly assigned fund balance for unspent ESSER funds) compared to the audited expenditures is more than \$950,000 above 10%, the unassigned fund balance exceeding the \$950,000 above 10% will be distributed to all employees of the district (using percent of salary calculations). The funds distributed to the teachers will be used to increase each teacher's Base Salary by an equivalent dollar amount. Eligible teachers must have been on the June 30, 2023 payroll and must be on the December 15, 2023 payroll.

Article 4.C.2

Replace: If the teacher accepts, he/she will be compensated at the rate of \$7.00 per one-quarter (1/4) hour or any portion thereof.

With: If the teacher accepts, he/she will be compensated at the rate of \$7.50 per one-quarter (1/4) hour or any portion thereof.

Article 4.C.3

Add: In order to qualify for terminal leave pay, a teacher shall notify the Board in writing on or before March 30th that he/she intends to retire at the end of the school year. If an emergency need arises after March 30th, an exception can be approved by the Superintendent/designee. The teacher will notify the Board by completing the "Terminal Leave" form.

Article 4.C.6

New: Expenditure reimbursement requests must be made to the Superintendent on a monthly or quarterly basis. Reimbursements not requested by the end of each quarter will not be reimbursed. Below is the calendar for requesting reimbursements:

| <u>For Expenses Between</u> | <u>Reimbursement Request Due Date</u> |
|-----------------------------|---------------------------------------|
| July 1 and August 31 | September 15 |
| September 1 and November 30 | December 15 |
| December 1 and February 28 | March 15 |
| March 1 and June 30 | June 30 |

Reimbursement will be paid within one calendar month from the receipt of the reimbursement request.

Article 4.D.

Delete: "Health Insurance will be reopened after November 1, 2017 in order to discuss the addition of a medical insurance option, from the current carrier (prior to the December 2017 open enrollment period)."

Article 4.D.1.a

Replace: The employee (through payroll deductions) will contribute 30% of the illustrative rate towards health care.

With: The employee (through payroll deductions) will contribute 20% of the illustrative rate towards health care.

Article 4.D.2

Replace: Those teachers who do not elect either plan detailed in D I(a)-(e), may elect to have a monthly cash option of \$225/month if 49 or less contract members select CIL, \$250/month if 50-51 contract members select CIL, and \$275/month if 52 or more contract members select CIL.

With: Those teachers who do not elect either plan detailed in D I(a)-(e), may elect to have a monthly cash option of \$300/month.

Article 4.D.3

Replace: The Milan Area Schools will pay the premiums subject to the rules of the carrier, to provide \$20,000 of life insurance protection, including AD & D for all full time teachers. As in all other sections of this contract, part time teacher benefits shall be prorated.

With: Through December 31, 2021, the Milan Area Schools will pay the premiums subject to the rules of the carrier, to provide \$20,000 of life insurance protection, including AD & D for all full time teachers. As in all other sections of this contract, part time teacher benefits shall be prorated. Effective January 1, 2022, the Milan Area Schools will pay the premiums subject to the rules of the carrier, to provide \$50,000 of life insurance protection, including AD & D for all full time teachers. As in all other sections of this contract, part time teacher benefits shall be prorated.

Article 4.D.4.a

ADD: Length of employment and/or pre-existing conditions may affect eligibility for LTD coverage. (While the LTD policy in effect ultimately dictates these restrictions, the current LTD policy requires the length of employment required for LTD coverage of pre-existing conditions to be 1 work day beyond 12 months of continuous employment. This restriction is subject to change if the LTD policy is altered.)

Article 4.D.4.c

Replace: The payment of premiums for a teacher on long-term disability will be for a total of twenty-four months whether consecutively or intermittently during any five-year period.

With: While a teacher is receiving LTD benefits, the Board will continue to pay 80% of the teacher's current health care illustrative rate for up to a total of twenty-four months (whether consecutively or intermittently) during any five-year period. The teacher will pay the remaining 20% of the health care illustrative rate.

Article 4.E (see attached)

Replace: All of Article 4.E

With:

1. Where percent is used, the amount will be computed using the Minimum Base Salary without advanced degree recognition as defined in Article 4.B.

2. Pay periods will be the same as Article 4.A.3. Non-athletic extra duty assignment pay will be split equally over each pay period starting at the employee's appointment to the position and continuing through the employee's last pay date of the contract year. Athletic extra duty assignment pay will be split in the following manner: fall coaches will be paid on six pay dates beginning on first pay date of September, winter coaches will be paid on eight pay dates beginning on first pay date of December, and spring coaches will be paid on six pay dates beginning on first pay date of April.

3. Vacancies

(a) If a new position is created or a vacancy occurs on the extra duty schedule, the designated director of the Milan Education Association shall be notified in writing as soon as the Board makes final determination that such position will be created or vacancy will occur.

(b) Applications for vacancies that occur prior to June 30 shall be on file in writing with the Superintendent within fifteen (15) working days after notice is given to the Association designated director. For vacancies that occur between June 30 and school opening, vacancies will be posted in the Superintendent's Office. Positions filled in mid-year will be posted for the following year.

(c) Positions on the extra duty schedule shall be filled from within the staff, unless no qualified person(s) desire the position(s) in question, in which case the Board may hire a non-staff member. It is understood that a non-staff member may be paid less than the approved amount. No person may coach more than three sports or three seasons during any school year.

4. The positions on the extra duty schedule are for information only and in no way shall be construed to create an obligation on the part of the Board to fill each position. Any percentage can be split amongst

multiple employees. Percentages for active teams within a specific sport can be combined and redistributed amongst multiple employees. The split must be approved by the Varsity Coach and the Athletic Director. The new split must be reported to the Superintendent two weeks prior to the first pay date of the sport's season.

In 2021-2022, extra duty staff will be paid the Year 1 percentage if they have previously served in the position for 1 or 2 years. In 2021-2022, extra duty staff will be paid the Year 3 percentage if they have previously served in the position for 3 or more years. Starting in 2022-2023, years of service will increase 1 year for each year served in the position. Years of service will increase from 1 or 3 years of service as credited in the 2021-2022 school year.

Article 6.B

Replace: All of Article 6.B

With:

B. The school calendars for the 2021-2022, 2022-2023, and 2023-2024 school years are set forth in Appendix A which is attached hereto and made a part of this Agreement. The calendar will have 180 student days, which includes eight half-days. Teachers will work a total of 184 days. These days are accumulated as follows:

- 172 Full Student Days
- 8 Half Student Days
- 1 Half Parent Teacher Conference Day
- 3 Full Professional Development Days
- 4 Half Professional Development Days
- 3 Evening Parent Teacher Conferences (half day each)
- 1 Evening Open House (half day)
- 1 Half Records Day

Attendance at open houses and conferences is mandatory unless released by the building administrator for a school business related activity. Any other absences will be charged to sick leave or personal business leave in one-half (1/2) day increments. In addition, there shall be a minimum of 1098 instructional hours in grades K-12. The work week shall be Sunday through Saturday.

Fall Parent Teacher Conferences – Each building may deviate from the current format; however, the current daily schedule must be followed. The building Principal and building Leadership Team may develop an alternate format for Superintendent approval. The current format will be implemented unless an alternative format is approved.

Spring Parent Teacher Conferences – Each building may deviate from the current format by scheduling 3.5 hours of contact time (during the week of spring conferences) during non-school hours. The building Principal and building Leadership Team may develop an alternate format for Superintendent approval. The current format will be implemented unless an alternative format is approved.

Article 6.G

Delete: "in which smoking shall not be permitted"

Article 6.H

Delete: "All personal toll calls are to be billed to the teacher's home telephone. After the first personal toll call that is not billed to the home telephone, the teacher will be informed; and will thereafter be charged triple cost for any personal toll calls not billed to his/her home telephone."

Article 10.A.1.b

Replace: Deduction of pay shall be prorated from the next three (3) consecutive payroll checks following the days used in excess of the eligible or accumulated sick leave. The daily amount to be deducted shall be determined by dividing the annual salary by the number of workdays in the teacher year.

With: Deduction of pay shall be from the next payroll following the days used in excess of the eligible or accumulated sick leave. The daily amount to be deducted shall be determined by dividing the annual salary by the number of workdays in the teacher year.

Letter of Agreement 1

Update all Dates and Timelines Accordingly

Replace:

| Grade | \$10 / day or 1 additional hour of Paraprofessional support | \$12 / day or 2 additional hours of Paraprofessional support |
|----------------------|---|--|
| K | 26 | 27 |
| 1 | 26 | 27 |
| Grade | \$10 / day | \$12 / day |
| 2 | 27, 28, 29 | 30, 31 |
| 3-5 | 29, 30 | 31, 32, 33 |
| | \$1.66 / day | \$2.00 / day |
| 6-12 | 190-192 | 193-200 |
| Elementary Specials: | | |
| K | 133-137 | >137 |
| 1 | 133-137 | >137 |
| 2 | 148-152 | >152 |
| 3-5 | 153-157 | >157 |

With:

| Grade | \$10 per day | \$15 per day |
|----------------------|----------------|--------------|
| K | 26 | 27 |
| 1 | 26 | 27 |
| Grade | \$10 per day | \$15 per day |
| 2 | 27, 28, 29 | 30, 31 |
| 3-5 | 29, 30 | 31, 32, 33 |
| | \$1.66 per day | \$2.49 / day |
| 6-12 | 190-192 | 193-200 |
| Elementary Specials: | | |

| | | |
|-----|---------|------|
| K | 133-137 | >137 |
| 1 | 133-137 | >137 |
| 2 | 148-152 | >152 |
| 3-5 | 153-157 | >157 |

Delete: Letter of Agreement 2

EXTRA DUTY SCHEDULE

| YEAR 1 PERCENT | YEAR 3 PERCENT | YEAR 5 PERCENT | YEAR 10 PERCENT | YEAR 15 PERCENT |
|-------------------|-------------------|-------------------|--------------------|--------------------|
|-------------------|-------------------|-------------------|--------------------|--------------------|

ATHLETICS

FOOTBALL

| | | | | | |
|------------------|------|------|------|------|------|
| FOOTBALL - V HC | 16.5 | 17 | 17.5 | 18 | 18.5 |
| FOOTBALL - V OC | 10 | 10.5 | 11 | 11.5 | 12 |
| FOOTBALL - V DC | 10 | 10.5 | 11 | 11.5 | 12 |
| FOOTBALL - JV HC | 10 | 10.5 | 11 | 11.5 | 12 |
| FOOTBALL - JV OC | 7.5 | 8 | 8.5 | 9 | 9.5 |
| FOOTBALL - JV DC | 7.5 | 8 | 8.5 | 9 | 9.5 |
| FOOTBALL - AST | 7.5 | 8 | 8.5 | 9 | 9.5 |
| FOOTBALL - MS | 7.5 | 8 | 8.5 | 9 | 9.5 |
| FOOTBALL - MS | 7.5 | 8 | 8.5 | 9 | 9.5 |
| FOOTBALL - MS | 7.5 | 8 | 8.5 | 9 | 9.5 |

BASKETBALL BOYS

| | | | | | |
|--------------------------|------|------|------|------|------|
| BASKETBALL - V HC | 16.5 | 17 | 17.5 | 18 | 18.5 |
| BASKETBALL - JV HC | 10 | 10.5 | 11 | 11.5 | 12 |
| BASKETBALL - FROSH/AST | 7.5 | 8 | 8.5 | 9 | 9.5 |
| BASKETBALL - MS BOYS 7TH | 5 | 5.5 | 6 | 6.5 | 7 |
| BASKETBALL - MS BOYS 8TH | 5 | 5.5 | 6 | 6.5 | 7 |
| BASKETBALL - ASSISTANT | 7.5 | 8 | 8.5 | 9 | 9.5 |

BASKETBALL GIRLS

| | | | | | |
|---------------------------|------|------|------|------|------|
| BASKETBALL - V HC | 16.5 | 17 | 17.5 | 18 | 18.5 |
| BASKETBALL - JV HC | 10 | 10.5 | 11 | 11.5 | 12 |
| BASKETBALL - FROSH/AST | 7.5 | 8 | 8.5 | 9 | 9.5 |
| BASKETBALL - MS GIRLS 7TH | 5 | 5.5 | 6 | 6.5 | 7 |
| BASKETBALL - MS GIRLS 8TH | 5 | 5.5 | 6 | 6.5 | 7 |
| BASKETBALL - ASSISTANT | 7.5 | 8 | 8.5 | 9 | 9.5 |

BASEBALL

| | | | | | |
|----------------------|------|----|------|----|------|
| BASEBALL - V HC | 11.5 | 12 | 12.5 | 13 | 13.5 |
| BASEBALL - JV HC | 7.5 | 8 | 8.5 | 9 | 9.5 |
| BASEBALL - F HC | 5.5 | 6 | 6.5 | 7 | 7.5 |
| BASEBALL - ASSISTANT | 5.5 | 6 | 6.5 | 7 | 7.5 |

SOFTBALL

| | | | | | |
|----------------------|------|----|------|----|------|
| SOFTBALL- V HC | 11.5 | 12 | 12.5 | 13 | 13.5 |
| SOFTBALL - JV HC | 7.5 | 8 | 8.5 | 9 | 9.5 |
| SOFTBALL - ASSISTANT | 5.5 | 6 | 6.5 | 7 | 7.5 |

SOCCER - BOYS

| | | | | | |
|---------------------|------|-----|------|-----|------|
| SOCCER - BOYS V HC | 11.5 | 12 | 12.5 | 13 | 13.5 |
| SOCCER - BOYS JV HC | 7.5 | 8 | 8.5 | 9 | 9.5 |
| SOCCER - ASSISTANT | 5 | 5.5 | 6 | 6.5 | 7 |

SOCCER - GIRLS

| | | | | | |
|----------------------|------|-----|------|-----|------|
| SOCCER - GIRLS V HC | 11.5 | 12 | 12.5 | 13 | 13.5 |
| SOCCER - GIRLS JV HC | 7.5 | 8 | 8.5 | 9 | 9.5 |
| SOCCER - ASSISTANT | 5 | 5.5 | 6 | 6.5 | 7 |

SWIMMING AND DIVING - BOYS

| | | | | | |
|---------------------------|------|-----|------|-----|------|
| SWIMMING - V BOYS HC | 11.5 | 12 | 12.5 | 13 | 13.5 |
| SWIMMING - BOYS ASSISTANT | 5 | 5.5 | 6 | 6.5 | 7 |
| SWIMMING - BOYS ASSISTANT | 5 | 5.5 | 6 | 6.5 | 7 |
| SWIMMING - MS BOYS HC | 5 | 5.5 | 6 | 6.5 | 7 |

SWIMMING AND DIVING - GIRLS

| | | | | | |
|----------------------------|------|-----|------|-----|------|
| SWIMMING - V GIRLS HC | 11.5 | 12 | 12.5 | 13 | 13.5 |
| SWIMMING - GIRLS ASSISTANT | 5 | 5.5 | 6 | 6.5 | 7 |
| SWIMMING - GIRLS ASSISTANT | 5 | 5.5 | 6 | 6.5 | 7 |
| SWIMMING - MS GIRLS HC | 5 | 5.5 | 6 | 6.5 | 7 |

GOLF - BOYS

| | | | | | |
|----------------|------|----|------|----|------|
| GOLF - V BOYS | 11.5 | 12 | 12.5 | 13 | 13.5 |
| GOLF - JV BOYS | 7.5 | 8 | 8.5 | 9 | 9.5 |

GOLF - GIRLS

| | | | | | |
|-----------------|------|----|------|----|------|
| GOLF - V GIRLS | 11.5 | 12 | 12.5 | 13 | 13.5 |
| GOLF - JV GIRLS | 7.5 | 8 | 8.5 | 9 | 9.5 |

TENNIS - BOYS

| | | | | | |
|--------------------------|------|-----|------|-----|------|
| TENNIS - V BOYS | 11.5 | 12 | 12.5 | 13 | 13.5 |
| TENNIS - JV BOYS | 7.5 | 8 | 8.5 | 9 | 9.5 |
| TENNIS - ASSISTANT COACH | 5 | 5.5 | 6 | 6.5 | 7 |

TENNIS - GIRLS

| | | | | | |
|--------------------------|------|-----|------|-----|------|
| TENNIS - V GIRLS | 11.5 | 12 | 12.5 | 13 | 13.5 |
| TENNIS - JV GIRLS | 7.5 | 8 | 8.5 | 9 | 9.5 |
| TENNIS - ASSISTANT COACH | 5 | 5.5 | 6 | 6.5 | 7 |

| | | | | | |
|--------------------------------|------|-----|------|-----|------|
| TENNIS - COED MIDDLE SCHOOL | 5 | 5.5 | 6 | 6.5 | 7 |
| WRESTLING | | | | | |
| WRESTLING - V HC | 11.5 | 12 | 12.5 | 13 | 13.5 |
| WRESTLING - V AST | 7.5 | 8 | 8.5 | 9 | 9.5 |
| WRESTLING - MS HC | 5 | 5.5 | 6 | 6.5 | 7 |
| BOWLING - BOYS | | | | | |
| BOWLING - V BOYS | 11.5 | 12 | 12.5 | 13 | 13.5 |
| BOWLING - JV BOYS | 7.5 | 8 | 8.5 | 9 | 9.5 |
| BOWLING - GIRLS | | | | | |
| BOWLING - V GIRLS | 11.5 | 12 | 12.5 | 13 | 13.5 |
| BOWLING - JV GIRLS | 7.5 | 8 | 8.5 | 9 | 9.5 |
| VOLLEYBALL | | | | | |
| VOLLEYBALL - VARSITY | 11.5 | 12 | 12.5 | 13 | 13.5 |
| VOLLEYBALL - JV | 7.5 | 8 | 8.5 | 9 | 9.5 |
| VOLLEYBALL - FRESHMAN | 5.5 | 6 | 6.5 | 7 | 7.5 |
| VOLLEYBALL - ASSISTANT | 5 | 5.5 | 6 | 6.5 | 7 |
| VOLLEYBALL - 8TH GRADE | 5 | 5.5 | 6 | 6.5 | 7 |
| VOLLEYBALL - 7TH GRADE | 5 | 5.5 | 6 | 6.5 | 7 |
| TRACK AND FIELD - BOYS | | | | | |
| TRACK AND FIELD - BOYS HC | 11.5 | 12 | 12.5 | 13 | 13.5 |
| TRACK AND FIELD - BOYS AST | 7.5 | 8 | 8.5 | 9 | 9.5 |
| TRACK AND FEILD - BOYS AST | 7.5 | 8 | 8.5 | 9 | 9.5 |
| TRACK AND FIELD - MS BOYS HC | 5 | 5.5 | 6 | 6.5 | 7 |
| TRACK AND FIELD - GIRLS | | | | | |
| TRACK AND FIELD - GIRLS HC | 11.5 | 12 | 12.5 | 13 | 13.5 |
| TRACK AND FIELD - GIRLS AST | 7.5 | 8 | 8.5 | 9 | 9.5 |
| TRACK AND FIELD - GIRLS AST | 7.5 | 8 | 8.5 | 9 | 9.5 |
| TRACK AND FIELD - MS GIRLS HC | 5 | 5.5 | 6 | 6.5 | 7 |
| CROSS COUNTRY - BOYS | | | | | |
| CROSS COUNTRY - V BOYS | 11.5 | 12 | 12.5 | 13 | 13.5 |
| CROSS COUNTRY - MS BOYS | 5 | 5.5 | 5.5 | 6 | 6.5 |
| CROSS COUNTRY - GIRLS | | | | | |
| CROSS COUNTRY - V GIRLS | 11.5 | 12 | 12.5 | 13 | 13.5 |
| CROSS COUNTRY - MS GIRLS | 5 | 5.5 | 6 | 6.5 | 7 |

| | | | | | |
|-------------------------------|-----|-----|-----|-----|-----|
| STRENGTH TRAINING | 7.5 | 7.5 | 7.5 | 7.5 | 7.5 |
| SIDELINE CHEER | | | | | |
| SIDELINE CHEER - HC | 8 | 8.5 | 9 | 9.5 | 10 |
| SIDELINE CHEER - ASSISTANT/JV | 4 | 4.5 | 9 | 9.5 | 10 |
| EQUESTRIAN | 8 | 8.5 | 9 | 9.5 | 10 |

NON ATHLETICS

ROBOTICS

| | | | | | |
|--------------------------|------|----|------|----|------|
| ROBOTICS HEAD COACH | 11.5 | 12 | 12.5 | 13 | 13.5 |
| ROBOTICS ASSISTANT COACH | 7.5 | 8 | 8.5 | 9 | 9.5 |

District

| | | | | | |
|--|-------|-------|-------|-------|-------|
| Building School Improvement Leaders (4) | 1.5 | 1.75 | 2 | 2.25 | 2.5 |
| AdvancEd Chairperson (4) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| K-12 Community Art Show (4) | 1 | 1.25 | 1.5 | 1.75 | 2 |
| Mentor Stipend for Teacher Mentors | \$200 | \$200 | \$200 | \$200 | \$200 |
| Stipend for Teachers in First 3 years of Teaching in Michigan | \$25 | \$25 | \$25 | \$25 | \$25 |

High School

| | | | | | |
|---|-----|------|-----|------|-----|
| Band (1) | 6.5 | 6.75 | 7 | 7.25 | 7.5 |
| Play Director (1 for each of 2 Plays) | 8 | 8.25 | 8.5 | 8.75 | 9 |
| Musical Director for Play (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Musical Dance Choreographer (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Yearbook (1) | 7.5 | 7.75 | 8 | 8.25 | 8.5 |
| F.F.A. (1) | 7.5 | 7.75 | 8 | 8.25 | 8.5 |
| Agricultural Experience Supervision (1) | 7.5 | 7.75 | 8 | 8.25 | 8.5 |
| Student Council (1) | 4 | 4.25 | 4.5 | 4.75 | 5 |
| F.H.A. (1) | 4 | 4.25 | 4.5 | 4.75 | 5 |
| Class Advisor - Senior (1) | 4 | 4.25 | 4.5 | 4.75 | 5 |
| Class Advisor - Junior (1) | | | | | |
| If Prom onsite additional 1.5 | 5.5 | 5.75 | 6 | 6.25 | 6.5 |
| Class Advisor - Freshman (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Class Advisor - Sophomore (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Language Club (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Diversity Club (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Diversity Club (1) | 1 | 1.25 | 1.5 | 1.75 | 2 |
| National Honor Society (1) | 3.5 | 3.75 | 4 | 4.25 | 4.5 |
| Graduation Coordinator (1) | 2 | 2.25 | 2.5 | 2.75 | 3 |
| Float Supervisor (4 - 1 for each class) | 1 | 1.25 | 1.5 | 1.75 | 2 |
| Theater | 4.5 | 4.75 | 5 | 5.25 | 5.5 |

| | | | | | |
|------------------|-----|------|-----|------|-----|
| Chorus (1) | 4.5 | 4.75 | 5 | 5.25 | 5.5 |
| Quiz Bowl (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| School Store (1) | 2 | 2.25 | 2.5 | 2.75 | 3 |
| DECA (1) | 4 | 4.25 | 4.5 | 4.75 | 5 |

Middle School

| | | | | | |
|---|-----|------|-----|------|-----|
| Band (1) | 4 | 4.25 | 4.5 | 4.75 | 5 |
| Play Director for MS Play (1) | 6.5 | 6.75 | 7 | 7.25 | 7.5 |
| Musical Director for MS Play (1) | 4.5 | 4.75 | 5 | 5.25 | 5.5 |
| Yearbook (1) | 4 | 4.25 | 4.5 | 4.75 | 5 |
| Student Council (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Chorus (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Quiz Bowl/Spelling Bee (1) | 2 | 2.25 | 2.5 | 2.75 | 3 |
| Junior Honor Society (1) | 2 | 2.25 | 2.5 | 2.75 | 3 |
| Chess Club (1) | 2 | 2.25 | 2.5 | 2.75 | 3 |
| Middle School Diversity Club (1) | 2.5 | 2.75 | 3 | 3.25 | 3.5 |
| Camp - Leader | 4.5 | 4.75 | 5 | 5.25 | 5.5 |
| Camp - Volunteer 24 Hours | 1.5 | 1.75 | 2 | 2.25 | 2.5 |
| Robotics - FIRST Tech Challenge (2) one coach can lead 2 teams | 2 | 2.25 | 2.5 | 2.75 | 3 |

Elementary

| | | | | | |
|--|-----|------|-----|------|-----|
| Clubs (8 total - 4 Paddock and 4 Symons) | 1 | 1.25 | 1.5 | 1.75 | 2 |
| Student Council - Symons (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Musical Director (1) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| Assistant Musical Director (2) | 1 | 1.25 | 1.5 | 1.75 | 2 |
| First Lego League - Symons (2) | 3 | 3.25 | 3.5 | 3.75 | 4 |
| First Lego League Junior - Paddock (2) | 1.5 | 1.75 | 2 | 2.25 | 2.5 |

Milan Area Schools – 2021-2022 School Calendar

August

23 Staff PD Day
24 Staff PD Day
25 Staff PD Day
30 First Student Day

August 2021

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

September 2021

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

October 2021

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

November 2021

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | | | | |

September

3-6 No School - Labor Day Break

October

20 Evening PT Conferences
21 AM Classes / PM-Evening PT Conferences
22 AM Classes / PM No School
29 AM Classes / PM Staff PD

December 2021

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

November

24-26 No School - Thanksgiving

December

10 AM Classes / PM Staff PD
20-31 No School - Winter Break

January 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

February 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | | | | | |

March 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

January

17 No School – Martin Luther King Day

February

4 AM Classes / PM Staff PD
18-21 No School - Mid Winter Break

March

Feb 28 - Mar 4 PT Conferences Occur
4 AM Classes / PM No School
28-31 No School - Spring Break

May 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

June 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

July 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

April

1 No School – Spring Break
15 No School – Good Friday

May

6 AM Classes / PM Staff PD
30 No School - Memorial Day

June

10 Last Student Day / AM Classes / PM Records

180 Student Days, 184 Teacher Days
(See contract for Details)

MS and HS Dates

10-29-21 Mid Semester Point
1-21-22 End of Semester 1
3-25-22 Mid Semester Point
6-10-22 End of Semester 2

Paddock and Symons Dates

11-19-21 End of Trimester 1
2-25-22 End of Trimester 2
6-10-22 End of Trimester 3

Milan Area Schools – 2022-2023 School Calendar

August

23 Staff PD Day
24 Staff PD Day
25 Staff PD Day
29 First Student Day

August 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

September 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

October 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

November 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

September

2-5 No School - Labor Day Break

October

19 Evening PT Conferences
20 AM Classes / PM-Evening PT Conferences
21 AM Classes / PM No School
31 AM Classes / PM Staff PD

December 2022

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

January 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

February 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

March 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

November

23-25 No School - Thanksgiving

December

9 AM Classes / PM Staff PD
23-30 No School - Winter Break

January

2-6 No School - Winter Break
16 No School – Martin Luther King Day

February

3 AM Classes / PM Staff PD
17-20 No School - Mid Winter Break

March

Feb 27 - Mar 3 PT Conferences Occur
3 AM Classes / PM No School
27-31 No School - Spring Break

April

7-10 No School – Easter Break

May

5 AM Classes / PM Staff PD
29 No School - Memorial Day

June

13 Last Student Day /AM Classes / PM Records

May 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

June 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

July 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

180 Student Days, 184 Teacher Days
(See contract for Details)

MS and HS Dates

10-28-22 Mid Semester Point
1-20-23 End of Semester 1
3-24-23 Mid Semester Point
6-13-23 End of Semester 2

Paddock and Symons Dates

11-18-22 End of Trimester 1
2-24-23 End of Trimester 2
6-13-23 End of Trimester 3

Milan Area Schools – 2023-2024 School Calendar

August

22 Staff PD Day
23 Staff PD Day
24 Staff PD Day
28 First Student Day

August 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | 31 | | |

September 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

October 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

November 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | | |

September

1-4 No School - Labor Day Break

October

18 Evening PT Conferences
19 AM Classes / PM-Evening PT Conferences
20 AM Classes / PM No School
31 AM Classes / PM Staff PD

December 2023

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

November

22-24 No School - Thanksgiving

December

8 AM Classes / PM Staff PD
25-29 No School - Winter Break

January

1-5 No School - Winter Break
15 No School – Martin Luther King Day

February

2 AM Classes / PM Staff PD
16-19 No School - Mid Winter Break

March

4-8 PT Conferences Occur
8 AM Classes / PM No School
25-29 No School - Spring Break

April

1 No School – Spring Break

May

3 AM Classes / PM Staff PD
27 No School - Memorial Day

June

7 Last Student Day /AM Classes / PM Records

January 2024

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

February 2024

| S | M | T | W | T | F | S |
|----|----|----|----|----|----|----|
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
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March 2024

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April 2024

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May 2024

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June 2024

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July 2024

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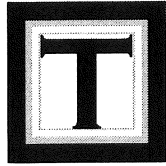
180 Student Days, 184 Teacher Days
(See contract for Details)

MS and HS Dates

10-27-23 Mid Semester Point
1-19-24 End of Semester 1
3-22-24 Mid Semester Point
6-7-24 End of Semester 2

Paddock and Symons Dates

11-17-23 End of Trimester 1
2-23-24 End of Trimester 2
6-7-24 End of Trimester 3



THRUN

LAW FIRM, P.C.

GORDON W. VANWIEREN, JR.
MARTHA J. MARCERO
LISA L. SWEM
JEFFREY J. SOLES
ROY H. HENLEY
MICHAEL D. GRESENS

CHRISTOPHER J. IAMARINO
RAYMOND M. DAVIS
MICHELE R. EADDY
KIRK C. HERALD
MARGARET M. HACKETT
MATTHEW F. HISER

ROBERT A. DIETZEL
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2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-6386

August 19, 2021

Re: Juul Litigation

Dear Retainer Client:

In 2019, several California school districts sued Juul Labs, Inc., Altria, and other vaping manufacturers in a California federal court. The lawsuit alleges that the defendants fraudulently and intentionally marketed their products to children. Frantz Law Group (Frantz), a California law firm with a background in representing school districts, is representing school districts in that litigation. Frantz represents over 226 school districts in 23 states.

Frantz requested Thrun to gauge whether Michigan schools are interested in joining this lawsuit and, if so, to facilitate contact with Frantz. School districts, intermediate school districts, and public school academies are eligible to join the lawsuit.

The lawsuit seeks monetary compensation for damages incurred by schools related to the vaping epidemic created by the defendants. These damages are separated into past and future damages.

For past damages, schools in the litigation will be seeking reimbursement for costs associated with purchasing and installing vape detectors. In addition, they will be seeking any lost state aid associated with vaping suspensions and expulsions.

As to future damages, the focus will be on obtaining compensation for schools to appropriately handle the vaping epidemic going forward without having to take money out of their general fund. The focus will be on deterrence, support, and education. This will be done by seeking compensation for the cost to purchase and install vape detectors in all school bathrooms, staff to supervise students, counselors in middle schools and high schools to assist students with the social and emotional issues associated with nicotine addiction, and educational programs on the harms of vaping. The schools will also be seeking an order prohibiting the defendants from selling flavored products and from marketing their products to minors.

Schools that join the litigation will need to respond to a questionnaire and produce requested documents. Frantz estimates school staff involvement in the litigation will not exceed 3 hours throughout the entire litigation. There will be no obligation for any school Board members, administrators, or staff to be deposed.

Frantz is representing schools in the litigation on a contingent fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 25% of any recovery. Thrun will receive a portion of that 25%, specifically 25% for referring a client to Frantz or 35% for both referring a client to Frantz and assisting that client with the litigation questionnaire. Thrun's fees are derivative of fees received by Frantz, and Thrun will not bill clients



Juul Litigation

Page 2 of 2

at its hourly rates for work associated with the litigation. If there is a recovery, schools will reimburse Frantz for costs incurred by Frantz during the litigation, such as court filing costs. Fees and costs are described in more detail in the Attorney-Fee Client Contract, which is attached to the resolution enclosed with this letter. Because Thrun has a financial interest in this matter, you may wish to seek independent legal counsel.

A recovery in the litigation is not guaranteed. Thrun is not co-counsel in the litigation – our role is limited to referring clients to Frantz and assisting with the litigation questionnaire upon request.

Thrun can arrange for Frantz to make a free presentation to your Board about the litigation. To join the litigation, the next step is for your Board to approve the enclosed resolution and the contract attached to that resolution. Signed resolutions and contracts should be returned by August 31, 2021 to pmatusiak@thrunlaw.com. If your Board would like more information about the litigation or assistance with the litigation questionnaire, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

Thrun Law Firm, P.C.

**MILAN AREA SCHOOLS
BOARD OF EDUCATION RESOLUTION**

A workshop meeting of the Milan Area Schools ("School") Board of Education (the "Board") was held on the 25th day of August, 2021 at the following time: 7:00 PM.

The meeting was called to order by Andrew Cislo, President

Present:

Absent:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS:

1. In 2019, several California public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California ("Lawsuit").

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants marketing vaping products to students.

3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation ("Frantz").

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

5. The Board believes it is in the School's best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

6. The Board believes it is in the School's best interests to authorize and direct the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School's legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

2. The Board authorizes and directs the Superintendent to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School's legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a regular meeting held on August 11, 2021, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

Board Secretary

Date: _____, 2021

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between Milan Area Schools, whose address is 100 Big Red Drive, Milan, MI 48160 ("Client") and Frantz Law Group, APLC, a California professional law corporation ("Attorneys" or "We") and encompasses the following provisions:

1. CONDITIONS. This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. AUTHORIZED REPRESENTATIVES
 - A. CLIENT REPRESENTATIVES. Client designates *the Superintendent*, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. ATTORNEY REPRESENTATIVES. James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. SCOPE AND DUTIES. Client hires Attorneys to provide legal services in connection with pursuing claims in the JUUL® and Electronic Cigarette (e-cigarette) litigation, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California ("Action"). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

If money recovered from defendants in the Action ("Defendants") is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value, using a firm mutually selected by Attorney and Client.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
 - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:
 - A. Is a Thrun retainer client.

B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.

C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

7. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this

Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. DISCHARGE AND WITHDRAWAL.

A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.

11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

12. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments

about the outcome of Client's matter are expressions of opinion only.

13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.
14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute

one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Dated: _____
Frantz Law Group, APLC

Print Name: _____

Dated: _____, 202__ Signature: _____

Print Name: _____

Client: _____

Its: _____