

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, August 28, 2024
AGENDA**

I. Call to Order

II. Pledge of Allegiance

III. Communications / Community Engagement

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

A. Public Comments

IV. Routine Matters for Approval

- A. Minutes of the Workshop Meeting of August 10, 2024
- B. Minutes of the Workshop Meeting Closed Session of August 10, 2024
- C. Minutes of the Regular Meeting of August 14, 2024
- D. Minutes of the Regular Meeting Closed Session of August 14, 2024

V. Milan Area Schools Strategic Plan Business

- A. Personnel / Leadership
 - 1. Teacher Appointments
 - 2. Cafeteria Employee Policies – Attachment A
 - 3. Milan Area Schools Transportation Association Master Agreement - Attachment B
 - 4. Superintendent Evaluation Rubric Discussion
- B. Communications / Community Engagement
 - 1. Public Comments
 - 2. Assistant Superintendent Comments
 - 3. Superintendent Comments
 - 4. Board Member Comments

VI. Other Old/New Business

- A. Closed Session - Negotiation Strategies

VII. Adjournment

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, August 28, 2024
RESOLUTIONS**

I. Call to Order

The regular meeting of the Milan Area Schools Board of Education was called to order in the District Office Boardroom located at 100 Big Red Drive, Milan MI, 48160, by President Cislo at _____ p.m. on August 28, 2024.

Board Members Present:

Board Members Absent:

Staff Present:

Guests Present:

II. Pledge of Allegiance

III. Communications / Community Engagement

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

A. Public Comments

IV. Routine Matters for Approval

A. Minutes of the Workshop Meeting of August 10, 2024

Motion by _____ supported by _____ to approve the minutes of the workshop meeting of August 10, 2024.

Heikka ____ Meray ____ Prior ____ Rosen-Leacher ____ Cislo ____ Faro ____ Gutierrez ____
Carried _____.

B. Minutes of the Workshop Meeting Closed Session of August 10, 2024

Motion by _____ supported by _____ to approve the minutes of the workshop meeting closed session of August 10, 2024.

Meray ____ Prior ____ Rosen-Leacher ____ Cislo ____ Faro ____ Gutierrez ____ Heikka ____
Carried _____.

C. Minutes of the Regular Meeting of August 14, 2024

Motion by _____ supported by _____ to approve the minutes of the regular meeting of August 14, 2024.

Prior ____ Rosen-Leacher ____ Cislo ____ Faro ____ Gutierrez ____ Heikka ____ Meray ____
Carried _____.

D. Minutes of the Regular Meeting Closed Session of August 14, 2024

Motion by _____ supported by _____ to approve the minutes of the regular meeting closed session of August 14, 2024.

Rosen-Leacher ____ Cislo ____ Faro ____ Gutierrez ____ Heikka ____ Meray ____ Prior ____
Carried _____.

V. Milan Area Schools Strategic Plan Business

A. Personnel / Leadership

1. Teacher Appointments

Motion by _____ supported by _____ to approve Vicki Baker as the elementary art teacher and Alexis Robinson as a Young Five's teacher effective for the 2024-2025 school year.

Cislo ____ Faro ____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Rosen-Leacher ____
Carried _____.

2. Cafeteria Employee Policies – Attachment A

Motion by _____ supported by _____ to approve the Cafeteria Employee Policies as detailed in Attachment A.

Faro ____ Gutierrez ____ Heikka ____ Meray ____ Prior ____ Rosen-Leacher ____ Cislo ____
Carried _____.

3. Milan Area Schools Transportation Association Master Agreement - Attachment B

Motion by _____ supported by _____ to approve the Master Agreement with the Milan Area Schools Transportation Association as detailed in Attachment B.

Gutierrez ____ Heikka ____ Meray ____ Prior ____ Rosen-Leacher ____ Cislo ____ Faro ____
Carried _____.

4. Superintendent Evaluation Rubric Discussion

B. Communications / Community Engagement

1. Public Comments

2. Assistant Superintendent Comments

3. Superintendent Comments

4. Board Member Comments

VI. Other Old/New Business

A. Closed Session - Negotiation Strategies

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

Heikka _____ Meray _____ Prior _____ Rosen-Leacher _____ Cislo _____ Faro _____ Gutierrez _____
Carried _____.

Time entered closed session _____.

Time returned to open session _____.

VII. Adjournment - Time of Adjournment _____.

DRAFT

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
Wednesday, August 14, 2024**

The regular meeting of the Milan Area Schools Board of Education was called to order in the Milan Area Schools District Boardroom located at 100 Big Red Drive, Milan MI, 48160, by President Cislo at 7:00 p.m. on August 14, 2024.

Board Members Present: Cislo, Heikka, Meray, Rosen-Leacher, Gutierrez, Prior, Faro (7:01)

Board Members Absent: None

Signed in Staff: Bryan Girbach, Margaret Durkee

Signed in Guests: None

Pledge of Allegiance

Public Comment: None

Motion by Meray supported by Gutierrez to approve the minutes of the regular meeting of July 31, 2024. All Ayes. Carried 7-0

Motion by Rosen-Leacher supported by Prior to approve the minutes of the regular meeting closed session of July 31, 2024. All Ayes. Carried 7-0

Motion by Faro supported by Heikka to approve the bills/reimbursement of expenses. All Ayes. Carried 7-0

Motion by Faro supported by Prior to approve un-designating the Harkness Estate designated Fund Balance of \$50,000, thus releasing the funds into the General Fund. All Ayes. Carried 7-0

Motion by Rosen-Leacher supported by Meray to adopt all policies, policy revisions, and policy rescissions as described in Attachment A and to further suspend the second-reading requirement for these policy adoptions, policy revisions, and policy rescissions. The Board finds that, consistent with Bylaw 0131.1, recent changes to Federal law creates a “compelling reason” to suspend the second-reading requirement and to otherwise adopt, revise, or rescind the policies as described in Attachment A. All Ayes. Carried 7-0

Motion by Prior supported by Gutierrez to approve Jamie Bleiler as a HS counselor effective for the 2024-2025 school year. All Ayes. Carried 7-0

Motion by Faro supported by Heikka that the Board of Education continue to cap contributions for employee health-insurance costs at no more than the annual hard-cap rates determined by the Michigan Department of Treasury pursuant to Section 3 of the Michigan Publicly Funded Health Insurance Contributions Act and that no individual contract or collective bargaining agreement may be authorized that would require the Board to contribute more toward employee health insurance costs than the statutory hard-cap amounts. All Ayes. Carried 7-0

Public Comments: None

Superintendent Comments where heard on the following topics:

- 2024-2025 School Calendar
- 2024-2025 School Open Houses
- Michigan School Meals Program
- Reimagine MAS: 2024-2025 and Beyond
- Site Sinking Fund

Board Member Comments:

- Faro thanks Mr. Cislo, Mr. Girbach, and Scott Morrell (from MASB) for coordinating the Superintendent Evaluation training session on August 10, 2024. He also thanked Robert Hull, MAS Athletic Director, for his years of service to the district and wished him well.
- Prior reminded the community that many district activities including athletics have started. She also discussed several fundraisers currently in progress. Prior then welcomed everyone back to the new school year.
- Gutierrez reminded the community about the building open houses. She also wished all of the students and staff a wonderful 2024-2025 school year. She thanked everyone for their dedication to the Reimagine Milan: 2024-2025 and Beyond initiative.
- Meray thanked everyone for their dedication to the Reimagine Milan: 2024-2025 and Beyond initiative. Specifically she thanked the administration, custodial staff, and all of the staff who had to relocate their classrooms and work spaces. She also thanked the Mr. Girbach and the members of the District Communication Committee for their continued efforts.

Motion by Heikka supported by Gutierrez to enter into closed session pursuant to Section 8(1)(c) of the Michigan Open Meetings Act for Negotiation Strategies. All Ayes. Carried 7-0

Time entered closed session 7:25 p.m.

Time returned to open session 8:58 p.m.

Time of Adjournment 8:58 p.m.

**Milan Area Schools
and
Milan Area Schools Cafeteria Employees
2024-2025
Tentative Agreement**

● **9. Coffee Break**

Replace:

"Proper break times will be observed in all kitchens. A 15 minute lunch/break will be taken together at each kitchen. All employees that work a minimum of 4 hours will receive one fifteen minute paid break. All other breaks taken are not paid and do not apply toward the daily hours worked. All paid breaks are to be taken on the premises and smoking is prohibited on school grounds."

With: 9. Coffee and Lunch Breaks

"Proper break times will be observed in all kitchens.

A 15 minute unpaid lunch/break may be taken together at each kitchen. At the beginning of each year, the Manager will determine if the building will take a group lunch break throughout the year.

All employees that work a minimum of 4 hours will receive one fifteen minute paid break. All other breaks taken are not paid and do not apply toward the daily hours worked. All paid breaks are to be taken on the premises and smoking is prohibited on school grounds."

● **15. Wage Schedule**

Remove:

"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 cafeteria department will be used to increase each employee's hourly wage by an equivalent dollar amount effective December 1, 2022. Eligible employees 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 cafeteria department will be used to increase each employee's hourly wage by an equivalent dollar amount effective December 1, 2023. Eligible employees must have been on the June 30, 2023 payroll and must be on the December 15, 2023 payroll."

• 15. Wage Schedule

Replace:
2023-2024

					Years	Year	Years	Years	Years	Year 30
Position	Year 1	Year 2	Year 3	Year 4	5-9	10-14	15-19	20-24	25-29	and Beyond
Manager	\$16.30	\$16.73	\$17.19	\$17.60	\$18.50	\$19.45	\$20.34	\$20.58	\$20.85	\$21.05
Cashier/Helper	\$13.60	\$13.95	\$14.31	\$14.67	\$15.04	\$15.43	\$16.00	\$16.23	\$16.48	\$16.68
Helper	\$12.93	\$13.32	\$13.66	\$14.04	\$14.40	\$14.75	\$15.13	\$15.39	\$15.61	\$15.81

With:
2024-2025

					Years	Year	Years	Years	Years	Year 30
Position	Year 1	Year 2	Year 3	Year 4	5-9	10-14	15-19	20-24	25-29	and Beyond
Manager	\$17.70	\$18.13	\$18.59	\$19.00	\$19.90	\$20.85	\$21.74	\$21.98	\$22.25	\$22.45
Cashier/Helper	\$15.00	\$15.35	\$15.71	\$16.07	\$16.44	\$16.83	\$17.40	\$17.63	\$17.88	\$18.08
Helper	\$14.33	\$14.72	\$15.06	\$15.44	\$15.80	\$16.15	\$16.53	\$16.79	\$17.01	\$17.21

• 16. Attendance Bonus

Replace:

“Any cafeteria employee that is absent from work two (2) or fewer days in any school year (either sick, personal business leave, or unpaid days or any combination thereof) will receive the following attendance incentive in the second pay in June:

- For employees who work less than five (5) hours per day = \$250
- For employees who work five (5) or more hours per day = \$500”

With:

“Any cafeteria employee that is absent from work two (2) or fewer days in any semester (either sick, personal business leave, or unpaid days or any combination thereof) will receive the following attendance incentive payable on the first pay of February, for semester 1, and the last pay period of June, for semester 2, according to the schedule below:

- For employees who work less than five (5) hours per day = \$125
 - For employees who work five (5) or more hours per day = \$250”
-

**Milan Area Schools
and
Milan Area Schools Transportation Association
2024-2025
Tentative Agreement**

- **Extra Trips - Section A (page 8)**

Replace:

"The transportation manager will post all extra trips on the bulletin board, and drivers will indicate their availability by signing for the same."

With:

"Except in unusual circumstances, the transportation manager will post all extra trips on the bulletin board for at least two (2) driving days, and drivers will indicate their availability by signing for the same. Extra trips that can not be posted for two (2) driving days will be open to all drivers at the time they are posted."

- **Extra Trips - Section C (page 8)**

Replace:

"The first week of the marking period, trips shall be assigned by seniority. In subsequent weeks, trips shall be assigned to the driver with the least number of hours accumulated during that marking period. If hours are equal, seniority shall prevail. New drivers will be assigned the average hours of all drivers who have taken trips."

With:

"At the time a trip is closed, the possibility of a driver earning over time will be considered. Effort will be made at the time a trip is closed to assign extra trips in a manner that minimizes the need for overtime. The first week of the marking period, trips shall be assigned by seniority. In subsequent weeks, trips shall be assigned to the driver with the least number of hours accumulated during that marking period. If hours are equal, seniority shall prevail. New drivers will be assigned the average hours of all drivers who have taken trips."

- **Extra Trips - Section D (page 8)**

Replace:

"Notification of trip assignments will be at least two (2) driving days prior to the scheduled trip, except in unusual circumstances. If after a trip is posted and closed (with the usual two [2] days notice), and then changed to a drop off only, that driver shall be paid the difference between there regular run, if affected, and the drop off time paid."

With:

"Notification of trip assignments will be made between five (5) driving days and two (2) driving days prior to the scheduled trip, except in unusual circumstances. If after a trip is posted and closed and the trip is changed to a drop off only, that driver shall be paid the difference between their regular run, if affected, and the drop off time paid."

- **Extra Trips - Section G (page 9)**

Replace:

"If a driver cannot fulfill his/her responsibility for an assigned extra trip, and notifies management more than two hours in advance of the trip, then management will offer the opportunity to the next drivers that signed for that trip. If the drivers that signed for the trip are not available, then management should offer the trip to regular drivers based on seniority first and then accumulated hours. If management is notified less than two hours in advance of the trip, then there is no required process to cover the need. For the purpose of trip hours, the original driver will be listed as actually driving the trip unless the driver was off on authorized sick time."

With:

"If a driver cannot fulfill his/her responsibility for an assigned extra trip, and notifies management more than two hours in advance of the trip, then management will offer the opportunity to the next drivers that signed for that trip. If the drivers that signed for the trip are not available, then management should offer the trip to regular drivers based on seniority first and then accumulated trip hours. If management is notified less than two hours in advance of the trip, then there is no required process to cover the need. For the purpose of trip hours, the original driver will be listed as actually driving the trip unless the driver was off on authorized sick time."

- **Extra Trips - Section J (page 9)**

Replace:

"Regular drivers have primary responsibility for driving their regular runs, and they should not sign up for trips that conflict with their regular runs. Upon request, the transportation manager will grant each driver four (4) requests per year that, at the closing of the trip, interfere with the driver's regular run. These requests shall be granted at any time during the regular driver's school calendar. No requests will be granted during the last five (5) days of school. A trip will count as one of the driver's requests as long as the total hours paid (either trip hours –or- regular run hours plus trip hours) are more than the driver's regular run hours. If a trip is closed to a driver under a request, and the driver withdraws from driving the trip, the request will be charged to the driver. A driver will not be granted his/her other requests for a semester if it conflicts with another driver's first request for the same semester. If two (2) or more drivers' requests are made for the same trip, the trip will close to the driver with the highest seniority."

With:

"Regular drivers have primary responsibility for driving their regular runs, and they should not sign up for trips that conflict with their regular runs. Upon request, the transportation manager will grant each driver eight (8) requests per year that, at the closing of the trip, interfere with the driver's regular run. These requests shall be granted at any time during the regular driver's school calendar. No requests will be granted during the last five (5) days of school. A trip will count as one of the driver's requests as long as the total hours paid (either trip hours –or- regular run hours plus

trip hours) are more than the driver's regular run hours. If a trip is closed to a driver under a request, and the driver withdraws from driving the trip, the request will be charged to the driver. A driver will not be granted his/her other requests for a semester if it conflicts with another driver's first request for the same semester. If two (2) or more drivers' requests are made for the same trip, the trip will close to the driver with the highest seniority."

- **Extra Trips - Section K (page 9)**

Remove:

"Employees will not sign up for trips or requests that will cause his/her working time to exceed forty (40) hours in any week. Unless requested by the transportation manager using a process described at a meeting."

- **Miscellaneous - Section C Bus Driver Education Classes (page 10)**

Replace:

"1. It is mandatory that all drivers attend these classes to meet the State requirement. Attendance at additional classes each year is strongly recommended. Drivers will receive their regular rate of pay for approved hours in attendance at bus driver education classes and certified by the transportation manager. The driver shall be paid in the fall or as soon as possible, but no later than October 1st.

2. The driver who drives the school vehicle to out of town in-services will be paid for the travel time. The senior driver will have the priority of driving the trip."

With:

"1. It is mandatory that all drivers attend these classes to meet the State requirement. Attendance at additional classes each year is strongly recommended. Drivers will receive their regular rate of pay for approved hours in attendance at local bus driver education classes plus travel time to and from the Milan Area Schools Bus Garage as determined and certified by the transportation manager. The driver shall be paid in the fall or as soon as possible, but no later than October 1st.

2. Drivers will receive their regular rate of pay for approved hours in attendance at non-local bus driver education classes plus the travel time on the school vehicle to and from the Milan Area Schools Bus Garage as determined and certified by the transportation manager."

- **Attendance - Section C. Attendance Bonus (pages 19-20)**

Replace:

1. Any employee who is absent from work two (2) or fewer days in any school year measured during the two semesters of the traditional school year (either sick, personal business leave or unpaid days, or any combination thereof), will receive an attendance bonus payable on the last pay period of June according to the following schedule.

- a. Employees who work four (4) or more hours per day =
Five hundred dollars (\$500.00).

- b. Employees who work less than four (4) hours per day =
Three hundred dollars (\$300.00).

2. Any employee who is absent one (1) day or less per semester will receive an attendance bonus payable on the first pay of February, for semester 1, and the last pay period of June, for semester 2, according to the schedule below: This is not in addition to the five hundred dollars (\$500.00) or three hundred dollars (\$300.00) above.

- a. Employees who work four (4) or more hours per day =
Two hundred fifty dollars (\$250.00).
- b. Employees who work less than four (4) hours per day =
One hundred fifty dollars (\$150.00).

With:

1. Any employee who is absent two (2) days or less per semester will receive an attendance bonus payable on the first pay of February, for semester 1, and the last pay period of June, for semester 2, according to the schedule below:

- a. Employees who work four (4) or more hours per day =
Two hundred fifty dollars (\$250.00).
- b. Employees who work less than four (4) hours per day =
One hundred fifty dollars (\$150.00).

- **Wages - Section 1.K (page 30)**

Replace:

"ESPERS"

With:

"MPERS"

- **Insurance - Section C.1 (page 23)**

Replace:

"If a regular driver chooses to participate in a Community Blue PPO health insurance plan with the benefits as described in Attachment A, The Board agrees to provide, for regular drivers working four (4) hours or more per day, or who has an a.m. and p.m. run, an amount equal to up to eight percent (80%) per month of the medical insurance illustrative rate for twelve (12) months' worth of illustrative rates, subject to terms and conditions of the carrier. A regular driver thus shall be entitled to keep their group coverage in effect on a year-round basis. The District shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than is allowed under the Michigan Publicly Funded Health Insurance Contribution Act, MCL 15.561 et seq."

With:

"For each regular driver receiving District health insurance, the Board will pay the lesser of: (1) the annual hard-cap amount for individual, two-person, or full family coverage (as applicable) as determined annually by the Michigan Department of Treasury toward the regular driver's health insurance premium cost, or (2) 80% of the illustrative health insurance rate for individual, two-person, or full family coverage (as applicable) toward the regular driver's health insurance premium cost. The Board will determine, in its sole discretion, the method for complying with the Michigan Publicly Funded Health Insurance Contribution Act."

Add:

"The Board will provide insurance options as detailed in the attached document."

Add:

"For each regular driver receiving District health insurance, the Board will provide dental and vision insurance equal to the coverage provided to the teaching staff."

- **Wages - Section 1**

Remove:

"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 transportation department will be used to increase each employee's hourly wage by an equivalent dollar amount effective December 1, 2022. Eligible employees 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 transportation department will be used to increase each employee's hourly wage by an equivalent dollar amount effective December 1, 2023. Eligible employees must have been on the June 30, 2023 payroll and must be on the December 15, 2023 payroll."

- **Wages - Section 1.A and 1.B (page 28)**

A. Drivers Wages

Drivers		
	2023-2024	2024-2025
Beginning Driver	\$18.21	\$19.56
Second Semester	\$18.73	\$20.08
Second Year	\$19.25	\$20.60
Third Year or More	\$20.40	\$21.75

B. Monitor Wages

Monitors		
	2023-2024	2024-2025
Beginning Monitor	\$12.48	\$15.00
Second Semester	\$12.74	\$15.33
Second Year	\$13.27	\$15.66
Third Year or More	\$14.57	\$16.00