

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, September 25, 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 Regular Meeting of September 11, 2024
- B. Minutes of the Regular Meeting Closed Session of September 11, 2024
- C. Milan Area Schools 2024-2025 Course Offerings - Attachment A

V. Milan Area Schools Strategic Plan Business

- A. Finance / Operations
 - 1. 2024 Sinking Fund Millage Proposal Update
 - 2. Sinking Fund Millage Proposal Resolution of Support - Attachment B
- B. Learning Environment / Culture
 - 1. WISD PAC Update - Andrea Bennink
- C. Personnel / Leadership
 - 1. Milan Education Association (MEA) Master Agreement – Attachment C
 - 2. Milan Education Association (MEA) Letter of Agreement - Attachment D
- D. Communications / Community Engagement
 - 1. Public Comments
 - 2. Assistant Superintendent Comments
 - 3. Superintendent Comments
 - 4. Board Member Comments

VI. Adjournment

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, September 25, 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 September 25, 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 Regular Meeting of September 11, 2024

Motion by _____ supported by _____ to approve the minutes of the regular meeting of September 11, 2024.

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

B. Minutes of the Regular Meeting Closed Session of September 11, 2024

Motion by _____ supported by _____ to approve the minutes of the regular meeting closed session of September 11, 2024.

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

C. Milan Area Schools 2024-2025 Course Offerings - Attachment A

Motion by _____ supported by _____ to approve the Milan Area Schools 2024-2025 Course Offerings as detailed in Attachment A.

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

V. Milan Area Schools Strategic Plan Business

A. Finance / Operations

1. 2024 Sinking Fund Millage Proposal Update
2. Sinking Fund Millage Proposal Resolution of Support - Attachment B

Motion by _____ supported by _____ to approve the Sinking Fund Millage Proposal Resolution of Support as included in Attachment B

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

B. Learning Environment / Culture

1. WISD PAC Update - Andrea Bennink

C. Personnel / Leadership

1. Milan Education Association (MEA) Master Agreement – Attachment C

Motion by _____ supported by _____ to approve the Master Agreement with the Milan Education Association (MEA) as detailed in Attachment C. This approval is contingent upon the Milan Education Association's ratification of the same Master Agreement.

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

2. Milan Education Association (MEA) Letter of Agreement - Attachment D

Motion by _____ supported by _____ to approve the Milan Education Association (MEA) Letter of Agreement as detailed in Attachment D. This approval is contingent upon the Milan Education Association's approval of the same Letter of Agreement.

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

D. Communications / Community Engagement

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

VI. Adjournment - Time of Adjournment _____.

DRAFT

**MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
Wednesday, September 11, 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 September 11, 2024.

Board Members Present: Cislo, Heikka, Meray, Rosen-Leacher, Gutierrez, Prior, Faro

Board Members Absent: None

Signed in Staff: Bryan Girbach, Ryan McMahon, Aaron Shinn, Dan Heikka, Margaret Durkee, Sara Beckman

Signed in Guests: George Elder, Virginia Heikka, Stella Heikka

Pledge of Allegiance

Public Comment: None

Motion by Prior supported by Rosen-Leacher to approve the minutes of the regular meeting of August 28, 2024. All Ayes. Carried 7-0

Motion by Meray supported by Gutierrez to approve the minutes of the regular meeting closed session of August 28, 2024. All Ayes. Carried 7-0

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

The Board received an update on the 2024 Sinking Fund Millage Proposal

Motion by Heikka supported by Rosen-Leacher to approve the Principles of Building Trades, Building and Construction Trades I, and Building and Construction Trades II courses as presented in Attachment A. All Ayes. Carried 7-0

Motion by Faro supported by Prior to approve Herb Morelock as the MAS Athletic Director effective for the 2024-2025 school year. All Ayes. Carried 7-0

Motion by Rosen-Leacher supported by Meray to approve Richard Smith as a Middle School Social Studies teacher and Michael Whittaker as a High School Social Studies teacher effective immediately. All Ayes. Carried 7-0

Motion by Faro supported by Prior to approve the Master Agreement with the Milan Area Schools Support Staff (MASSS) as detailed in Attachment B. Carried 5-0 Abstentions by Heikka and Gutierrez

Public Comments: None

Assistant Superintendent Comments were heard on the following topics:

- Thanked the Technology Department for Getting Students Rostered into ALI of the Software Systems

Superintendent Comments were heard on the following topics:

- Accomplishments of Fall Athletics
- Successful Three Milan Students Nominated for Monroe News Athlete of the Week
- High School Open House
- Homecoming Week and Game
- Milan Area Chamber Meet the Candidate Forum
- Zoom Community Forum on Sinking Fund Millage Ballot Proposal
- Sun Times News Coming to Milan

Board Member Comments:

- Cislo gave an update on future Student Board Representatives. He also provided an update on the upcoming Meet the Candidates Forum. He announced the upcoming Big Red Board Chat on Tuesday, September 17, 2024.
- Rosen-Leacher indicated she placed the Big Red Board Chat in the Milan City calendar. She also provided an update on the Board's participation in the Homecoming Parade.
- Prior praised the Equestrian Team for their recent performance. She also reminded the community of the Girls Basketball Team's upcoming fundraiser.
- Faro praised the excellent job performance of our administration. He also provided a legislative update regarding school funding.
- Heikka congratulated the fall sports teams on their recent performance and their positive representation in the community. She thanked the families that participated in the recent open houses and encouraged everyone to attend the Meet the Candidates Forum.
- Meray reminded the community of the upcoming Special Education millage renewal.

Motion by Faro 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: 7:56 p.m.

Time returned to open session: 8:31 p.m.

Time of Adjournment: 8:31 p.m.

Milan Area Schools 2024-2025 District Course Approval

Milan Area Schools will provide course offerings through:

- Milan Area Schools
 - Elementary
 - Y5-5 Homeroom
 - Y5-5 Writing
 - Y5-5 Reading
 - Y5-5 Math
 - Y5-5 Social Studies
 - Y5-5 Science
 - Y5-5 Electives
 - PE
 - Art
 - Music
 - Technology / Career Exploration / Alternate Course
 - STEM
 - Middle School
 - As documented in the annual course catalog.
 - High School
 - As documented in the annual course catalog.
- Michigan Virtual University (MVU)
- Genesee Network for Education Telecommunications (GenNET)
- Lincoln Learning
- Virtual Learning Academy (VLAC)
- Early College Alliance (ECA)
- Washtenaw International High School (WIHI)
- Washtenaw Alliance for Virtual Education (WAVE)
- Dual Enrollment
- Other Providing Partners

These approvals include all courses offered for credit or grade promotion. The courses include traditional offerings, as well as experiential or online learning options.

RESOLUTION IN SUPPORT OF SINKING FUND MILLAGE

Milan Area Schools, Washtenaw and Monroe Counties, Michigan (the "District").

A regular meeting of the board of education (the "Board") of the District was held in the District Office Boardroom located at 100 Big Red Drive, Milan MI, 48160, in the District on the 25th day of September, 2024, 7 o'clock in the p.m.

The Meeting was called to order by Andrew Cislo, President.

Present: Members

Absent: Members

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

WHEREAS:

1. Section 1212 of the School Code of 1976, as amended, authorizes a school district to place the question of authorizing millage for a sinking fund millage at a special election; and
2. Milan Area Schools, Washtenaw and Monroe Counties, Michigan has placed a question to voters to levy sinking fund millage at an election to be held on Tuesday, November 5, 2024; and
3. This Board desires to express its support for the sinking fund millage proposal.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. This Board supports the submission by Milan Area Schools, Washtenaw and Monroe Counties, Michigan, of a proposal for the levy of 1.5 mills for sinking fund purposes for a period of ten (10) years, 2025 to 2034, inclusive, to the voters at an election to be held in the school district on Tuesday, November 5, 2024.
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Milan Area Schools, Washtenaw and Monroe Counties, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, 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, Public Acts of Michigan, 1976, as amended).

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

Cover Page

- **Replace:** "2021-2024"
With: "2024-2025"

Preamble

- **Replace:** "This Agreement entered into August 15, 2021"
With: "This Agreement entered into August 15, 2024"

Article 1: Recognition

- Recognition clause
 - **Replace:** "The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose as defined in the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended, for the life of this Agreement for all certified Personnel, under contract, including school psychologists, counselors and school social workers, but excluding from said unit all per diem appointment or substitute teachers and supervisory and/or executive personnel such as, but not necessarily limited to the following: Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, Deans, Curriculum Coordinator, and any individual employed in extra duty / extra pay positions who does not also hold a professional position within the bargaining unit."
With: "The Board hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose as defined in the Michigan Public Employment Relations Act, MCL 423.201 et seq., as amended, for the life of this Agreement for all certified Personnel, under contract, including teachers, school psychologists, speech and language pathologists, behavior interventionists, counselors and school social workers, but excluding from said unit all per diem appointment or substitute teachers and supervisory and/or executive personnel such as, but not necessarily limited to the following: Superintendent, Assistant Superintendent, Directors, Principals, Assistant Principals, Deans, Curriculum Coordinator, GSRP teachers, Preschool teachers, Adult/Community Education teachers, and any individual employed in extra duty / extra pay positions who does not also hold a professional position within the bargaining unit."
- Recognition clause
 - **Remove:** The following sections of this Agreement (*in italics and highlighted throughout the agreement*) only apply to employees of the district covered under this Agreement whose employment is NOT regulated by the Teachers' Tenure Act, MCL 38.71 et seq.
 - Article 3.A (Sentences Four, Five, and Six)
 - Article 6.F.1
 - Article 6.F.2
 - Article 6.F.4
 - Article 6.F.5.c.2 (last two sentences)
 - Article 6.F.5.c.7
 - Article 6.L.2
 - Article 6.L.3
 - Article 6.L.4
 - Article 6.L.5
 - Article 7.A
 - Article 7.B
 - Article 7.C
 - Article 7.D
 - Article 7.E

- Article 7.G
- Article 8.E (last sentence)
- Article 10.B.6.e (first sentence)
- Article 10.C.8
- Article 13.A
- Article 13.A.1
- Article 13.A.2.c
- Article 13.A.3.d
- Article 13.A.3.e
- Article 13.C
- Article 13.E

Article 2: Board Responsibilities and Rights

- 2.H Intergovernmental agreements and third party contracting
 - **Add:** “H. This Agreement does not limit the Board from participating in cooperative educational or operational programs, including, programs offered by the Washtenaw Intermediate School District (WISD), Virtual Learning Academy Consortium (“VLAC”), the Washtenaw Educational Options Consortium (WEOC), the South and West Washtenaw Consortium (SWWC), or similar to other currently offered programs. The Association may demand to bargain the impact of the District’s decision to participate in cooperative educational or operational programs. If the District is unable to hire individuals to provide special education ancillary services, such as Speech and Language Pathologists or School Psychologists, the District may contract with an outside agency to provide these services after providing notice and consultation with the Association. The District will take reasonable efforts to hire professional staff under this collective bargaining agreement, including posting and recruitment. If the District has exercised due diligence in posting for the vacancy and attempting to fill the vacancy, the District may contract for the services.”

Article 3: Association Rights, Responsibilities, and Payroll Deductions

- 3.A
 - **Reinstate:** “Teacher discipline and reprimands will not be of an arbitrary and capricious nature, and such discipline will be of a progressive nature unless the nature of the offense warrants otherwise. A teacher shall be entitled, at his/her request, to have a representative of the Association present when he/she is being reprimanded for any of the above violations, abuses, or deficiencies. When the teacher requests representation in accordance with the above, no further action shall be taken with respect to the teacher until the Association representative is present.”
- 3.C
 - **Replace:** “The Association is hereby granted the right to use school premises for its business meetings after obtaining prior approval of the principal of the school where the meeting is to be held and providing it pay overtime costs that may be incurred by the Board. The Association may use the District mail service and teacher mailboxes for its business and social events announcements. The Association may post its notices on a portion of the bulletin boards in the building faculty rooms.”
With: “The Association is hereby granted the right to use school premises for its business meetings after obtaining prior approval of the principal of the school where the meeting is to be held and providing it pay overtime costs that may be incurred by the Board. The Association may use the District email system, mail service and teacher mailboxes for its business and social events announcements. It is understood by the Association that there is no guarantee of privacy when using the above mentioned communication systems. The Association may post its notices on a portion of the bulletin boards in the building faculty rooms.”
- 3.G
 - **Replace:** “The Board agrees to make voluntary payroll deductions for plans approved by the Board, upon individual written authorization therefore, from the salaries of teachers. The Board shall establish procedures for these payroll deductions.”

With: "The Board agrees to make voluntary payroll deductions for plans approved by the Board, including for Association dues, upon individual written authorization, from the salaries of teachers. The Board shall establish procedures for these payroll deductions. The Board shall deduct Association dues from a teacher's wages if the teacher submits to the Superintendent or designee written consent to the deduction of Association dues from the teacher's wages consistent with the Payment of Wages and Fringe Benefits Act. The Board may immediately cease Association dues deduction for a teacher if the teacher provides written notice to the Superintendent or designee that the employee is withdrawing consent for the Association dues deductions. The Association agrees to provide the District a minimum of 60 calendar days notice when implementing the initial start-up of payroll Association dues deduction as an option for bargaining unit members. In the event of any action against the Board brought in a court or administrative agency because it complied with the collection of Association dues, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires.
2. The Board cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and appellate levels.
3. The Association shall have complete authority to compromise and settle all claims which it defends under this section.

The Association agrees that in any action so defended for the collection of Association dues, it will indemnify and hold harmless the Board and its agents from any liability for damages and costs imposed by a final judgment of a court or administrative agency or any liability for damages and costs created by a compromise and settlement as a direct consequence of the Board's compliance with the collection of Association dues, but this does not include any liability for unemployment compensation paid under the Michigan Employment Security Act."

ADD: New Article 4: Teacher Seniority

1. Seniority is defined as the length of unbroken service within the Association and shall be computed from the teacher's first day of work following their most recent Board approval. All teachers shall be ranked on the list in the order of their first day of work, as defined above. When more than one teacher has the same first day of work, all individuals with the same first day of work will be included in a drawing to determine placement, within the group, on the seniority list. The Association President will be notified in writing of the date, place, and time of the drawing(s). The drawing(s) shall be open to the Association President, Association Building Representatives, and affected teachers. The drawing will be conducted in the District Office between 4:30 and 5:30 PM on a school day.
2. All seniority is lost when employment is severed by resignation, retirement, or discharge for cause. If severance of employment is due to layoff, until recall rights expire or are otherwise terminated by the employee, seniority is retained (frozen).
3. Seniority shall continue to accumulate when bargaining unit employees are on approved unpaid leaves of absence of ninety (90) consecutive work days or less, or for the full duration of a leave of absence due to Military Duty.
4. The Board shall use the seniority list from the previous school year (inclusive of any new hires that year), to determine any layoffs or recalls prior to October 1 of each school year as prescribed in Article 13 (Layoff and Recall Article).
5. By September 30 each year, the Board shall prepare a seniority list.
6. The seniority list will be emailed to the Association President by October 1 of each year. The Association President will email the Superintendent a list of all challenges or requested revisions to the list by November 1 of that same year. Otherwise, the seniority list will be considered final for that school year. The Board and Association will meet to address all challenges or requested revisions by November 15. Should any disagreement remain on November 15 of the school year, the Board and Association shall use the grievance process (through Level IV only) for determination of the final seniority list.

Old Article 4: Compensation

- All of 4
 - Remove all “highly effective” references
- 4.A.1
 - **Replace:** “Each teacher will have a Base Salary. New teachers will receive a Base Salary commensurate with their previous teaching experience and educational degree. This salary must be within the range of the minimum and maximum salaries.”
With: “Each teacher will have a Base Salary. New teachers will receive a Base Salary commensurate with their previous teaching experience and educational degree.”
- 4.A.2
 - **Replace:** “The Base Salary of an employee shall be increased by \$6,500 upon the completion of his/her first advanced degree in an education related field (master’s, specialist’s, or doctorate).”
With: The Base Salary of an employee shall be shifted from the BA scale to the MA scale upon the completion of his/her first advanced degree in an education related field (master’s, specialist’s, or doctorate).”
- 4.B Basic Salary
 - **Replace:** Current Section 4.B
 - **With these Concepts:**
 - Adjust Experience Recognition as Needed for Teachers Below Year 16 Guarantee
 - Increase Base to \$41,200 and \$47,700
 - Recognize Year 4, Year 7, Year 11, and Year 21 Guarantees
 - Add Year 16 Guarantee
 - Year 21 Guarantee = Year 16 + \$2,500
 - Add Year 26 Guarantee = Year 16 + \$2,500 + \$2,000
 - Add Year 31 Guarantee = Year 16 + \$2,500 + \$2,000 + \$2,000
 - Add Year 36 Guarantee = Year 16 + \$2,500 + \$2,000 + \$2,000 + \$500
 - 1.2% on Year 4
 - 1.7% on Year 7 and Year 11
 - 3% for Staff Entering Year 2, 3, 5, 6, 8, 9 and 10
 - 2024-2025 Pay Scale
 - Orange Highlighted Cells are Guaranteed
 - Non Highlighted Cells are for 2024-2025 Reference Purposes Only
 - New hires will be assigned Base Salary Credits equivalent to their years of recognized teaching experience and will receive the corresponding Base Salary. For counselors, school psychologists, speech and language pathologists, behavior interventionists, and social workers, industry experience will be recognized in a similar fashion and they will receive the corresponding Base Salary. The Board will not recognize more than ten (10) years of experience which is equivalent to not assigning more than eleven (11) Base Salary Credits. In an exceptional situation, the Superintendent can consult with the Association to determine if the Association agrees that it is appropriate to grant more than 11 Base Salary Credits.

Year	BA	MA
1	\$41,200	\$47,700
2	\$42,230	\$48,925
3	\$42,900	\$49,595
4	\$46,499	\$53,077
5	\$47,326	\$54,021
6	\$47,326	\$54,021
7	\$53,147	\$59,758
8	\$53,827	\$60,522
9	\$53,827	\$60,522
10	\$55,011	\$61,706
11	\$64,233	\$72,480
16	\$70,400	\$76,400

21	\$72,900	\$78,900	Year 16 + 1 longevity	Year 16 + 1 longevity
26	\$74,900	\$80,900	Year 16 + 2 longevities	Year 16 + 2 longevities
31	\$76,900	\$82,900	Year 16 + 3 longevities	Year 16 + 3 longevities
36	\$77,400	\$83,400	Year 16 + 4 longevities	Year 16 + 4 longevities

- 4.C.1

- **Replace:** “The Base Salary of an employee shall be increased by \$1,000 upon the completion of his/her second advanced degree in an education related field (master’s, specialist’s, or doctorate) or National Board Certification including those whose position does not require a teaching certificate.”

With: “The Base Salary of an employee shall be increased by \$2,000 upon the completion of his/her second advanced degree in an education related field (master’s, specialist’s, or doctorate), Career and Technical Education Certification, or National Board Certification including those whose position does not require a teaching certificate (only one \$2,000 increase can be earned).”

- 4.C.2

- **Replace:** “The principal may ask a teacher to substitute for another regular teacher during his/her preparation period. 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. The teacher may elect to substitute compensatory time that may be accumulated and used in minimum of half (1/2) day increments. Compensatory time cannot be used on consecutive school days. These days cannot be used after May 31st, the day before or after a holiday, or in conjunction with sick days, except in an emergency situation.”

With: “The principal may ask a teacher to substitute for another regular teacher during his/her preparation period. If the teacher accepts, he/she will be compensated at the rate of \$10.00 per one-quarter (1/4) hour or any portion thereof. The teacher may elect to substitute compensatory time that may be accumulated and used in minimum of half (1/2) day increments. A half (1/2) day of compensatory time shall be provided for the exchange of 3.5 hours earned. A full day shall require the exchange of 7 hours earned. Compensatory time cannot be used on consecutive school days, after May 31st, the day before or after a holiday, or in conjunction with sick days (without a doctor’s note for the sick day(s)), unless approved by the superintendent for a special occasion. Compensatory time not used (or specifically allocated with the building administration’s approval for future use within the current school year) by the teacher will be paid out in accordance with the rate defined in this section on the first payroll of December for time accrued between the first day of school and November 30 (inclusive), the first payroll of March for time accrued between December 1 and February 28/29 (inclusive), and the second payroll of June for time accrued between March 1 (inclusive) and the last day of the school year. All time will be paid out on this schedule. No time will be allowed to be carried over.”

- 4.C.3

- **Replace:** "Terminal leave pay (through an employer 403B contribution in accordance with all state laws, federal laws, and Penserv requirements) will be granted to a teacher who retires with at least ten (10) years of teaching in the system at the rate of \$47.50 per day to a maximum of \$9250, unless a teacher chooses the conversion plan for service credits; after a total of 180 sick days have been converted, the cap comes off for the remainder of that teacher's time in the district. See 10 A 1 for more detail on the conversion plan. In case of death during employment, any unused sick leave shall be paid in a lump sum to the survivor previously named by the teacher at a rate established above. These benefits will not be paid to a teacher who resigns from the district to take another teaching job or whose services are otherwise terminated. 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."

With: "Terminal leave pay (through an employer 403B contribution in accordance with all state laws, federal laws, and Penserv requirements) will be granted to a teacher who retires under the terms of the M.P.S.E.R.S. Law with at least ten (10) years of teaching in Milan Area Schools at the rate of \$60.00 per day to a maximum of \$12,000. These benefits will not be paid to a teacher who resigns from the district to take another teaching job or whose services are otherwise terminated. In the case of death of any teacher during employment, any unused sick leave shall be paid in a lump sum to the teacher's estate at the rate per day and up to the maximum amount established above, regardless of their years of service to the district. 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."

- 4.C.5

- **Replace:** "A teacher, at the middle school or high school, who has their conference period purchased will be compensated at one-seventh (1/7) of their base salary for teaching that additional period."

With: "A teacher, at the middle school or high school, who has their conference period purchased will be compensated 20% of the Year 1 BA salary as defined in Article 4.B. for teaching that additional period for one full year. This compensation will be prorated if the assignment is for less than one full year. The proportion will be determined using the percentage of the teacher's work year the assignment is taught."

- 4.D.1.a

- **Replace:** "Upon submission of written application, the Board agrees to provide each full time employee with health care insurance according to their family status for health care protection. This health care insurance will be comparable to that provided through Blue Cross/Blue Shield of Michigan with the following coverages:
 - Community Blue PPO Option 15
 - \$40 office call deductible with \$20 of the \$40 fee reimbursed by the Board through a third party administrator, excluding elective abortions.
 - Prescription coverage shall be \$10/\$60 co-pay plan with \$10 for generic drugs and \$60 for brand name drugs. The Board will reimburse the employee (through a third party administrator) \$50 of the \$60 brand name co-pay.
 - \$250 emergency room deductible with \$200 of the \$250 fee reimbursed by the Board through a third party administrator.

An open enrollment period will be established from December 1 to December 15 each year (for January 1 insurance changes).

The employee (through payroll deductions) will contribute 20% of the illustrative rate towards health care. 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. Employees waiving health care protection must provide the district proof of other health care coverage in accordance with the Affordable Care Act.”

- **With:** “Upon submission of a written application, the Board agrees to provide each full time employee with health care insurance according to their family status for health care protection. The Board will offer a BCBS product and a BCN product as detailed in the attachment (with rates updated for calendar year 2025).

A two week open enrollment period will be established between November 1 and December 15 of each year (for January 1 insurance changes).

For each teacher receiving District health insurance, the Board will pay 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 teacher’s health insurance illustrative rate cost. If the cost of the District health insurance for a teacher (individual, two-person, or full family coverage as applicable) is less than the Michigan Department of Treasury’s hard-cap amount for the applicable coverage level, then the district will cover the total cost of the health insurance for that teacher. The Board will determine, in its sole discretion, the method for complying with the Michigan Publicly Funded Health Insurance Contribution Act.”

- 4.D.3

- **Remove:** “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”

- 4.D.4.c

- **Replace:** “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.”

With: “If a teacher receiving District health insurance begins receiving LTD benefits, the Board will continue to pay the Michigan Department of Treasury’s hard-cap portion of the teacher’s (applicable coverage level) District health insurance cost for up to a total of twenty-four months (whether consecutively or intermittently) during any five-year period. The teacher will continue to pay the amount of the insurance cost above the Michigan Department of Treasury’s applicable coverage level hard-cap.”

- 4.D.5

- **Remove:** “ The Board agrees to provide the above mentioned insurance subsidies comparable to programs within the underwriting rules and regulations as set forth by the carrier in the Master Contract held by the policy holder and offer LTD to any teacher on sabbatical.”

- 4.E.2

- **Replace:** “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.”

With: “Pay periods will be the same as Article 4.A.3. Year long 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. Non-year long non-athletic extra duty assignment (as noted with an asterisk on the extra duty chart) pay will be paid on one (1) pay date upon completion of the assignment. 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." The assignments below should be marked with an asterisk:

- High School
 - K-12 Community Art Show
 - Play Director
 - Musical Director for Play
 - Musical Dance Choreographer
 - Graduation Coordinator
 - Float Supervisor
 - Quiz Bowl
- Middle School
 - Play Director
 - Musical Director
 - Quiz Bowl / Spelling Bee
 - Camp Leader
 - Camp - Volunteer 24 Hours
 - Camp - Volunteer Day Camp
 - Esports
- Elementary
 - Robotics K-3
 - Musical Director
 - Assistant Musical Director

- 4.E.3.a and 4.E.3.b

- **Replace:** "(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." **With:** "(a) New positions are created through the negotiation process. If an opening occurs on the extra duty schedule, teachers will be notified using the district email "staff" group as soon as the position is posted. Notice of interest should be submitted to the sender of the notification email within seven (7) calendar days of the email notification."

- 4.E.3.c

- Label as 4.E.3.b

- 4.E.4

- **Replace:** "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." **With:** "Extra Duty years of service will increase 1 year for each year served in the position. The following language is included for archival reference only: 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."

- Extra Duty Schedule Table
 - **Replace:** "Tennis Coed Middle School 5 - 5.5 - 6 - 6.5 - 7"
 - **With:** "Tennis Coed Middle School (2) 5 - 5.5 - 6 - 6.5 - 7"
- Extra Duty Schedule Table
 - **Add:** "Wrestling JV HC 7.5 - 8 - 8.5 - 9 - 9.5"
- Extra Duty Schedule Table
 - **Add:** "Bowling MS Coed 3 - 3.5 - 4 - 4.5 - 5"
- Extra Duty Schedule Table
 - **Replace:** "Cross Country - MS Boys 5 - 5.5 - 5.5 - 6.5 - 6.5"
 - **With:** "Cross Country - MS Boys 5 - 5.5 - 6 - 6.5 - 7"
- Extra Duty Schedule Table
 - **Add:** "Powerlifting 8 - 8.5 - 9 - 9.5 - 10"
- Extra Duty Schedule Table
 - **Replace:** "Mentor Stipend for Teacher Mentors \$200 \$200 \$200 \$200 \$200"
 - **With:** "Mentor Stipend for Teacher Mentors - Hourly rate defined in 4.C.2 (5 hours required, up to 10 hours will be compensated)"
- Extra Duty Schedule Table
 - **Replace:** "Stipend for Teachers in First 3 years of Teaching in Michigan \$25 \$25 \$25 \$25 \$25"
 - **With:** "Stipend for Teacher in First 3 years of Teaching in Michigan \$75 \$75 \$75 \$75 \$75"
- Extra Duty Schedule Table
 - **Move:** High School Robotics into High School section
- Extra Duty Schedule Table
 - **Replace:** "Building School Improvement Leaders (4) 1.5 - 1.75 - 2 - 2.25 - 2.5"
 - **With:** "Building Leadership Team Member (P6) (S7) (M8) (H8) 1.5 - 1.75 - 2 - 2.25 - 2.5"
- Extra Duty Schedule Table
 - **Remove:** "AdvancEd Chairperson (4) 3 - 3.25 - 3.5 - 3.75 - 4"
- Extra Duty Schedule Table
 - **Remove:** F.H.A. (1) 4 - 4.25 - 4.5 - 4.75 - 5"
- Extra Duty Schedule Table
 - **Add/Adjust:** "Robotics 7-8 (2) 3 - 3.25 - 3.5 - 3.75 - 4
 Robotics 5-6 (2) 2.25 - 2.5 - 2.75 - 3 - 3.25
 Robotics 4 (1) 2.25 - 2.5 - 2.75 - 3 - 3.25
 Robotics 2-3 (2) 1.5 - 1.75 - 2 - 2.25 - 2.5
 Robotics K-1 (2) 1.5 - 1.75 - 2 - 2.25 - 2.5"
- Extra Duty Schedule Table
 - **Add:** "Middle School Athletic Game Manager 4 - 4.25 - 4.5 - 4.75 - 5"
- Extra Duty Schedule Table
 - **Add:** "Sex Education Advisory Board (SEAB) Chairperson 3 - 3.25 - 3.5 - 3.75 - 4.0"
- Extra Duty Schedule Table
 - **Replace:** "Diversity Club (1) 1 - 1.25 - 1.5 - 1.75 - 2"
 - **With:** "GSA (1) 3 - 3.25 - 3.5 - 3.75 - 4.0"

- Extra Duty Schedule Table
 - **Add:** Camp - Volunteer Day Camp .5 - .75 - 1 - 1.25 - 1.5
- Extra Duty Schedule Table
 - **Add:** "MS Esports Fall 1.25 - 1.5 - 1.75 - 2 - 2.25"
"MS Esports Spring 1.25 - 1.5 - 1.75 - 2 - 2.25"

Article 6: Working Conditions

- 6.B
 - **Replace:** "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"
 - With:** "The school calendar for the 2024-2025 school year is set forth in Appendix A which is attached hereto and made a part of this Agreement. The calendar will have 176 student days, which includes four half-days. Teachers will work a total of 184 days. These days are accumulated as follows:
 - 172 Full Student Days (172 work days)
 - 4 Half Student Days (2 work days)
 - 1 Half Parent Teacher Conference Day (.5 work day)
 - 7 Full Professional Development Days (7 work days)
 - 3 Evening Parent Teacher Conferences (1.5 work days)
 - 1 Evening Open House (.5 work days)
 - 1 Half Records Day (.5 work days)
- 6.B
 - **Replace:** "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."
 - With:** "Fall Parent Teacher Conferences – Each building is required to hold parent teacher conferences at the dates designated by the district calendar. Each building Principal and building Leadership Team will develop a format to be approved by the Superintendent or designee."
- 6.B
 - **Replace:** "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."
 - With:** "Spring Parent Teacher Conferences – Each building is required to hold parent teacher conferences by scheduling 3.5 hours of contact time (during the week of spring conferences) during non-school hours. Each building Principal and building Leadership Team will develop a format to be approved by the Superintendent or designee."

- 6.E

- **Replace:**

1. The Association and the Board recognize that pupil-teacher ratio is an important aspect of a quality education program. The parties agree that class size will be lowered and equalized taking into account the availability of qualified staff, facilities, funds, and State requirements. Every reasonable effort will be made to avoid grade splits. If deemed necessary, split classes will be filled only up to 90% of the lowest grade affected. It is the goal of the Board to maintain class size at the elementary at twenty-five (25) or below providing resources are available.
2. (a) Kindergarten. The class size shall not exceed twenty-five (25). However, if additional students are added to a kindergarten class one (1) hour of aide time shall be allocated to that class for each additional student. In no instance shall kindergarten class size exceed twenty-six (26). Additional students coming into a class following March 1 of the school year shall not count in computing the kindergarten class load.
- (b) Grade 1. The class size shall not exceed twenty-five (25). However, if additional students are added to a first grade class one (1) hour of aide time shall be allocated to that class for each additional student. In no instance shall first grade class size exceed twenty-seven (27). Additional students coming into a class following March 1 of the school year shall not count in computing the first grade class load.
- (c) Grade 2. The class size shall not exceed twenty-six (26) except it is agreed that should the class size specified reach twenty-eight (28), that the matter would become a matter of concern, and plan determined to correct the situation. At such time as the class size reaches twenty-nine (29), the corrective plan will immediately be put into effect.
- (d) Grades 3 - 5. The class size shall not exceed twenty-six (26), except it is agreed that should the class size specified reach twenty-eight (28), this would be a matter of concern, and a plan be determined to correct the situation. At such time as the class size reaches thirty (30), the corrective plan will immediately be put into effect.
3. Secondary 6 - 12.
Both parties recognize that the pupil teacher ratio is an important aspect of an effective educational program. The total pupil load for a teacher shall not exceed 186 pupils. The exceptions to the above are: music, physical education, and teacher-approved exceptions (e.g. teaching assistants, independent study, etc.). An effort will be made to keep class sizes at or below a maximum of 35 students per class except for physical education where an effort will be made to keep them at or below a maximum of 40 and music. Special care should be taken during scheduling to take the best advantage of lab facilities, balance classes and keep class size in line with the number of lab spaces, particularly in the area of science. Teachers who have had a conference period purchased shall have a pupil load not exceeding 217 pupils.
4. As permitted by law, the identity and specific medical condition of each fragile student will be supplied to all teachers who have instructional or other supervisory responsibilities for such students at the time that student is assigned to be instructed or supervised by the teacher(s) involved. Teachers assigned to work with such students will be provided with training and support to insure that the medical condition/needs of the student are known and addressed.
5. An effort will be made to have students who are identified under special education rules and regulations assigned to classes based upon the student's needs. When needed, the building administrator, special education supervisor, or special education coordinator and the regular education teacher(s) will review the assignments with the case manager to determine the appropriateness of the placement. Changes in class assignment will only be made with the approval of the administration. This article is not subject to the grievance procedure.
6. The limitation of these provisions may be waived upon mutual agreement of the parties.

7. The administration shall be sensitive to the number of special needs students placed in any given section. Reasonable effort will be made to equitably place special needs students.
8. The administration shall have until ten (10) working days after the official membership count dates to make the adjustments necessary to comply with these provisions.

With:

1. Both parties recognize that the pupil to certified staff ratio is important to an effective educational program. At the elementary level, the Board will make a reasonable attempt to equitably distribute students among all regular education sections at each grade level within a building. Teachers will be compensated for student overages according to the chart below.

Grade	Class Size (up to inclusive)	Overage \$10 per day	Overage \$20 per day
Young 5's	17	18	19
Kindergarten & 1st	25	26	27
2nd	26	27	28
3rd - 5th	28	29	30
Specials Grade	Class Size (up to inclusive)	Overage \$1.66 per day	Overage \$3.33 per day
Y5 Specials	17	18	19
Kindergarten & 1st Specials	26	27	28
2nd Specials	27	28	29
3rd, 4th, 5th Specials	29	30	31
Grade	Total Students	Overage \$1.66/day/student	Overage \$3.33/day/stu dent
6-12 (no prep purchased)	155	156-160	>161
6-12 (prep purchased)	186	187-192	>192

2. The exceptions to the above are secondary music, secondary physical education, and teacher-approved exceptions (e.g. teaching assistants, independent study, etc.).
3. K-5 Specials teachers who accept a "double-up" of students during a grade-level Specials time will be compensated according to Article 4.C.2 during the duration of the "double-up."
4. To be compensated for any overages, the individual teacher must request payment using the form below. The forms are due on the dates provided on the form in order to receive payment for the given school days. The administration will determine the amount of overage due using student data from PowerSchool. Once the teacher agrees with the overage due, the teacher will be compensated

accordingly.

5. Part-time 6-12 teachers will be compensated for overages using a prorated version of the chart above. The proportion will be calculated using a fraction equal to "sections taught by a part time teacher / sections taught by a full time teacher".

Student Overage Request Form

In order to be compensated for any overages, the individual teacher must request payment using the form below. The forms are due on the dates provided on this form in order to receive payment for the given school days. The administration will determine the amount of overage due using student data from Powerschool. Once the teacher agrees with the overage due, the teacher will be compensated accordingly.

Form Due Date	For Dates
November 1*	August through October
February 1*	November through January
May 1*	February through April
Last Day of School	May & June

*If the due date falls on a weekend this form should be submitted the Friday before. If the due date falls on a scheduled day off (holiday/planned break), it should be submitted on the day before the break begins.

Teacher Name: _____ Teacher Signature: _____

Due Date (circle one): November 1 February 1 May 1 Last Day of School

Turn this form into your building principal prior to the due date.

Office Use Only: Date Received: _____ Principal Initials _____

- 6.F.
 - **Replace:** Current Article 6.F.1-6.F.4
 - With:**
 1. Teachers will be assigned according to appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations. In the event that assignment is made outside the scope of these requirements, the Administration will discuss the issue with the Association and obtain the consent of the teacher. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249. At the high school and middle school levels, every effort will be made to assign teachers to three (3) or fewer course titles. Excluding special education, alternative education, band, choir, physical education, and WIN Time courses, teachers who teach more than three (3) course titles during a given trimester or semester will be compensated at the rate of \$500 per trimester or \$750 per semester in which they teach more than three (3) course titles. Except for year-long courses, the stipend does not apply in a semester or trimester if the same course titles are being taught as were taught in a previous semester or trimester of the same school year.

2. By June 1, the building administration shall inform returning teachers of their assignments for the next school year. If changes in assignment are necessary beyond that date, the building administration will notify the teacher using their district email account once the next year's assignment has been finalized. In the event a teacher is dissatisfied with their proposed assignment they may request a conference with the principal and the Association Representative (if desired by the teacher) to discuss the matter. If necessary, the matter can be brought to the Superintendent for discussion. It is understood that the decision of the Superintendent shall be final.
 3. If a new teaching position is created or a vacancy occurs in the system, teachers will be notified using the district email "staff" group as soon as the position is posted. Notice of interest must be submitted to the sender of the notification email within seven (7) calendar days of the email notification. Vacancies not caused by a leave of absence must be posted within thirty (30) work days of the termination of employment. A long term substitute (not covering a leave of absence) can only be used to fill the same vacancy until a permanent staff member can be hired. If a permanent staff member cannot be hired and a long term substitute fills the same vacancy (not covering a leave of absence) for more than 30 work days, for every work day after 30 days, the long term substitute will be paid 1/184 of the minimum Base Salary without advanced degree recognition pay rate for each day worked thereafter. The long term substitute can decide if they want to be paid by Milan Area Schools or a Third Party. The long term substitute will not be afforded any contractual obligations.
 4. Moving teachers between buildings, grade levels, or subject assignments will use the following procedure:
 - a. Volunteers will be sought who would be willing to make the transfer from the affected grade level or department.
 - b. If no volunteer is found or if there are multiple volunteers, the administration will examine the reasons for the change and will consider the concerns of the teacher or teachers.
 - c. The transfer will be discussed with the teacher or teachers who will be affected at least one day prior to the final decision being made. In the event the teacher or teachers are dissatisfied with the proposed transfer, they may request a meeting with the building administration and the Association Representative (if desired) to discuss the matter.
 - d. It is understood that the Superintendent subject to F.1 of this Article will make the final determination in filling vacancies and/or approving transfers.
 5. All aspects of teacher placement not explicitly addressed in this section will be made pursuant to Board Policy T-4402 (included in Appendix D), which contains procedures for personnel decisions governed by Revised School Code Section 1248."
- 6.F.5.c.2
 - **Reinstate:** "No full-time employee will be laid off or have their position reduced to accommodate a teacher returning to full-time from a job sharing position."
 - 6.F.5.c.7
 - **Reinstate:** "(7) No teacher in the district shall be involuntarily transferred in order to create shared time positions."

- 6.I
 - **Remove:** “Vending Machines - in schools where continuous cafeteria service for teachers is not available, a vending machine for beverages shall be installed at the request of the Association; proceeds from the vending machine(s) in the teacher's lounge will be used for a teacher's fund.”
- 6.L.1
 - **Replace:** “Each year, prior to March 1, teachers may request transfer to another school or assignment for the ensuing school year, commencing the following August. It is the responsibility of the teacher to keep the Superintendent's office informed of his/her summer address. The teacher will make such request in writing addressed to the Superintendent of Schools, setting forth the reason for the transfer request, and may outline his/her qualifications for the position if different from the position he/she currently holds. Upon recommendation of the receiving principal and the approval of the superintendent the transfer may be consummated. It is expected that, except for good cause as judged by the Superintendent or his designee, the teacher agrees to remain in this position for two (2) years. Each application shall be renewed biannually to receive consideration.”
With: “Each year, prior to March 1, teachers may request transfer to another school or assignment for the ensuing school year, commencing the following August. It is the responsibility of the teacher to monitor their district email account for communication regarding a possible transfer. The teacher will make such a request in writing addressed to the Superintendent of Schools, setting forth the reason for the transfer request, and may outline his/her qualifications for the position if different from the position he/she currently holds. Upon recommendation of the receiving Principal and the approval of the Superintendent the transfer may be consummated. It is expected that, except for good cause as judged by the Superintendent or his designee, the teacher agrees to remain in this position for two (2) years. Each application shall be renewed annually to receive consideration.”
- 6.L.2
 - **Reinstate:** “It is understood that final determination in filling vacancies and/or transfers will be made by the Superintendent subject to F.1. of this Article.”
- 6.L.3, 6.L.4, 6.L.5
 - **Replace:** 3. If a new teaching position is created or a vacancy occurs in the system, the designated director of the Milan Education Association shall be notified of such position in writing as soon as there is final determination that such position will be created or vacancy will occur.
 4. Applications for vacancies that occur prior to the last day of the school year shall be on file in writing with the Superintendent within fifteen (15) working days after notice is given to the Association representative. Transfer applications will also be considered for vacancies posted. For vacancies that occur between the last day of the school year and school opening the following steps will be taken:
 - (a) Those teachers who have made a written request for transfer pursuant to L (1) above shall provide the Superintendent with three (3) self-addressed stamped envelopes to enable notification.
 - (b) Vacancies will be posted at the Superintendent's office. Positions filled in mid-year will be posted for the following year.
 5. In filling such vacancy, the Board agrees to give due weight to the professional background and attainments of all applicants. All other factors being equal the Board shall support a policy of transfers from within its own teaching staff.
With: 3. If a new teaching position is created or a vacancy occurs in the system, teachers will be notified using the district email “staff” group as soon as the position is posted. Notice of interest

should be submitted to the sender of the notification email within seven (7) calendar days of the email notification.”

- 6.M.1
 - **Replace:** “The designated representative of the Milan Education Association will be notified of any opening of an administrative position as soon as the Board makes final determination that such an opening will occur.”
 - With:** “Teachers will be notified of any opening of an administrative position using the district email “staff” group as soon as the position is posted. Notice of interest should be submitted to the sender of the notification email within seven (7) calendar days of the email notification.”

Article 7: Teacher Evaluation

- **Replace:** Current Article 7
- With:**
 - A. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of the school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom.
 - B. Teacher Observation and Teacher Evaluation will be completed pursuant to Board Policy T-4403 (included in Appendix C) and a mutually agreed upon MAS Educator Evaluation Process document (included in Appendix C), which the Board and Association acknowledge contain clear and transparent procedures for teacher observation and evaluation governed by Revised School Code Section 1249.
 1. Through the district's electronic evaluation software, all teachers in non-traditional teaching roles being evaluated in the current year will receive a copy of their evaluation tool or rubric by September 30th of that year.
 2. A tenured teacher rated needing support may request a review of their evaluation and their rating consistent with Revised School Code 1249. Other tenured teachers may request a review of their evaluation and their rating up to Level Four of the grievance procedure. Probationary teachers may request a review of their evaluation and their rating up to Level Three of the grievance procedure.
 3. Building administration in each building will identify who is eligible for triennial year-end evaluations in the 2024-2025 school year and will create an alphabetical list of those eligible. This list will then be divided into three parts, with the first group being evaluated in 2024-2025, the second group being evaluated in 2025-2026, and the third group being evaluated in 2026-2027. Teachers not eligible for triennial year-end evaluations in the 2024-2025 school year may transition to triennial year-end evaluations when eligible. Other decisions regarding triennial year-end evaluations will be governed by Board Policy T-4403 (as included in Appendix C).

Article 8: Student Discipline and Teacher Protection

- 8.E
 - **Remove:** “The teacher may be subject to disciplinary action by the Board if the situation warrants same.”

Article 10: Leaves of Absence

- 10.A.1.c
 - **Replace:** "The unused portion of sick leave shall accumulate from year-to-year to a maximum of two hundred ten (210) days for teachers hired prior to June 1996 and one hundred eighty five (185) days for teachers hired after June 1996. See 10.A.1.i for the only exception."
 - With:** "The unused portion of sick leave shall accumulate from year-to-year to a maximum of two hundred ten (210) days."
 - And Remove Section 10.A.1.i:** "In exchange for 180 accumulated sick days earned in the Milan Area Schools, the District will make a \$7,500 employer contribution into the employee's 403B in accordance with all state laws, federal laws, and Penserv requirements. To be eligible to apply for this benefit, a teacher must have accumulated a total of two hundred (200) days or more. Teachers will be considered on a "first come first served" basis until up to ten (10) have been accommodated. Teachers, who are presently eligible, will be accepted on a seniority basis. The deadline for application is October 31st. Whenever sick days are used for severance purposes, the cap of two hundred ten (210) days will be waived."
 - 10.A.2
 - **Replace:** Current Section 10.A.2
 - **With:**
2. Teacher Sick Leave Bank
- (a). Definitions:
- (1) "Bank" when used in this section shall refer to the Teacher Sick Leave Bank.
 - (2) The word "participant" as used within this section shall refer to a teacher (as defined in Article 1) who has met the requirements listed below.
 - (3) A teacher shall become a "participating member" by authorizing in writing the desire to participate in the Teacher Sick Leave Bank and to have one sick day transferred from their individual sick day allocation into the Teacher Sick Leave Bank.
 - (4) The Teacher Sick Leave Bank is reserved for serious circumstances, i.e.: long-term illness of employee/immediate family member.
 - (5) Upon hiring, teachers will be given the option to join the Teacher Sick Leave Bank when completing the district's new employee paperwork packet. Each new teacher shall indicate their decision about becoming a participant by completing the enrollment form. If a new teacher declines to become a participant at the time of hire, they must wait until the next school year, as indicated in #6 below.
 - (6) Eligible teachers who are not participants may become a participant during an annual fourteen (14) calendar day enrollment window (beginning the first student day of each school year) by completing an enrollment form.
- (b). Teacher Sick Leave Bank Accumulation
1. At the close of each school year, any days remaining in the Teacher Sick Leave Bank shall remain in the bank for future use.
 2. If, at any time, the Teacher Sick Leave Bank falls below 10 days available, each participant shall contribute one additional sick day from their individual sick day allocation into the Teacher Sick Leave Bank. Failure to authorize the transfer of a sick day, within 30 work days, shall end the staff member's participation in the Teacher Sick Leave Bank. A participant currently using days from the Teacher Sick Leave Bank, shall not be required to contribute a day.
 3. Once a participant authorizes the contribution of a sick day to the Teacher Sick Leave Bank, they may not request to get their day back.
- (c). Board of Trustees
- (1) A Board of Trustees shall be charged with administering the Teacher Sick Leave Bank. The Board of Trustees shall be composed of one representative each from the high school, middle

school, Symons, Paddock, and the administration. Each of the schools shall elect a representative to the Board of Trustees or may substitute another elected leader from their building. The administrative representative may be filled by the Superintendent or designee.

(2) All decisions regarding the administration of the Teacher Sick Leave Bank shall be made by the Board of Trustees when a motion is passed with an affirmative vote of at least two-thirds majority of the Trustees in attendance at the meeting. The Board of Trustees shall have the sole discretion to authorize use, or discontinuance of use, of days from the Teacher Sick Leave Bank based on the eligibility requirements listed in this section.

(3) In order for a participant to be approved to use days from the Teacher Sick Leave Bank, the following criteria must be met:

- The participant's individual sick day allocation has been, or is about to be exhausted
- The need for use of the Teacher Sick Leave Bank is directly related to their own health, or the health of an immediate family member that requires their presence or care, due to a serious medical issue or injury

(4) When a participant wishes to request sick leave days from the Teacher Sick Leave Bank, they shall make the request in writing to the Board of Trustees, indicating the reason that necessitates the need. The participant shall provide enough detail to substantiate the need, including a note from a doctor supporting the need for additional sick time.

(5) An initial request shall be limited to no more than twenty (20) days from the Teacher Sick Leave Bank. If additional days are needed, a second request shall be made in writing to the Board of Trustees. A second disbursement is at the discretion of the Board of Trustees.

(6) The Board of Trustees shall have the following options to determine the validity of a request to use days:

- Request a doctor's note supporting the need and associated reasons
- Request additional information from the doctor (this may be necessary at any point in the process of approving the initial use of days, considering a second request, or other reason deemed appropriate by the Board of Trustees).

(7) The Board of Trustees may cease further use of days from the Teacher Sick Leave Bank if it determines or believes there may be abuse of the system.

(8) The Board of Trustees shall implement a system to convey their decision, concerning a request, to the participant and the Superintendent. The Board of Trustees shall also create a record of the request, the decision on it, and any other details it deems appropriate. The Board of Trustees (through the District Office) shall keep accurate records, including a list of participants, a running record of days contributed, days used, and the balance available.

• 10.A.3

- **Replace:** "Personal Leave - A maximum of four (4) personal days will be allowed each year except where a bonus day applies. Unused personal days will be added to personal sick leave accumulation at the end of the school year. In an extreme emergency, with administrative approval, additional days from the individual's sick leave may be allowed. These days cannot be used the first or last week of school, the day before or after a holiday, on a professional development or school improvement day, or in conjunction with sick days, except in an emergency situation."

With: "Personal Leave - At the beginning of each school year, each full time teacher shall be credited with four (4) personal days unless the bonus day applies, in which case the full time teacher shall be credited with five (5) personal days. Part time teachers shall receive personal leave on a prorated basis. In the event a teacher leaves the employ of the Board before the end of the school year, or begins employment other than at the beginning of the school year, his/her four (4) personal days for that school year shall be computed at the fractional rate of the nine (9) month school year (September through May) worked (following mathematical rounding rules). The bonus day is not part of this proration calculation. Unused personal days will be added to personal sick

leave accumulation at the end of the school year. In an extreme emergency, with administrative approval, additional days from the individual's sick leave may be allowed. These days cannot be used the first or last week of school, the day before or after a holiday, on a professional development or school improvement day, or in conjunction with sick days (without a doctor's note for the sick day(s)), except in an emergency situation."

- 10.B.6

- **Remove:** "Teachers who have been in the employ of the Board for a minimum of seven (7) years may be granted a sabbatical leave not to exceed one (1) year. Teachers on sabbatical leave for the entire year will receive fifty (50) percent of their annual base salary. Teachers on sabbatical leave for one (1) semester will receive twenty-five (25) percent of their annual base salary. The Board shall continue to pay the insurance premiums during the duration of the leave including LTD coverage.
 - (a) Sabbatical leaves may be granted for the following reasons:
 - (1) Formal Study - for earning credit toward an advanced degree on a planned program beyond the Master's Degree at an accredited college or university.
 - (2) Research and/or writing - All research and/or writing sabbaticals shall be under the guidance of competent research personnel and shall be for the purpose of fulfilling the needs of the district. If such a sabbatical is requested, a committee of teachers and administrators shall review the topic submitted to determine if it would fulfill an educational need of the district.
 - (b) The Board will give equal weight to the following criteria for applicant priority:
 - (1) Date of filing application
 - (2) Purpose of leave
 - (3) Length of service in the district
 - (4) Professional growth of staff member
 - (5) Potential benefit to school system
 - (6) Demonstrated dedicated service to the school system.
 - (c) Before beginning a sabbatical leave, the teacher shall enter into a contract with the district to return to active service in the Milan Area Schools for a period of at least two (2) years after the expiration of such leave. A teacher who does not fulfill this agreement shall repay the full amount received for the sabbatical.
 - (d) Sabbatical leave shall be limited to not more than one (1) percent of the teachers in the Milan Area Schools District in any one school year and the granting of such leave shall be at the discretion of the Board of Education.
 - (e) *A teacher returning from a sabbatical leave of one year or less shall be entitled to return to his/her same position.* The teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the district during such period. Unused sick leave accumulation prior to the beginning of the leave shall be restored upon return, but no accumulation shall take place during the leave.
 - (f) Application for sabbatical leave must be made to the Superintendent not later than February 1 of the preceding school year."

- 10.C.8

- **Replace:** "The employer will assign an employee returning to duty after a leave of one (1) year or less to the same position held prior to the leave."
- **With:** "As long as the Board was not required to hire a replacement under this Agreement, the Board will assign a teacher returning to duty after a leave of one (1) year or less to the same type of position held prior to the leave."

- 10.C.11.b

- **Remove:** "Not diminish or accrue seniority of the individual and the rights attendant thereto."

Article 11: Grievance Procedure

- **Replace:** Current Article 11
- **With:**

A. A grievance shall be defined as a claim by a teacher or the Association that there has been an alleged violation, misinterpretation, or misapplication of the expressed terms of this contract. The following matters may be subject to grievance through Level Four only:

1. Termination of services or failure to re-employ a probationary teacher.
2. The failure of the Board to appoint or reappoint any teacher to a duty contained in the extra duty schedule.
3. Any dispute involving the content of an insurance policy.
4. Any matter for which there is recourse under state or federal statutes and any dispute within the jurisdiction of a state or federal agency.

B. No later than ten (10) days after the first student day, the Association President will inform the Superintendent of the Association's Building Representatives. The Association President and four (4) building representatives will comprise the Association Grievance Committee, hereinafter called the A.G.C.

C. Definitions.

1. An "aggrieved person" is the person or persons making the claim.
2. The term "teacher" includes individuals or groups who are members of the bargaining unit covered by this Agreement.
3. The "party of interest" is the person or persons making a claim and any person or persons who might assist in order to resolve the claim.
4. The term "days" shall mean workdays.

D. Purpose

1. The primary purpose of this procedure is to secure at the lowest level possible, equitable solutions to the problems of the parties.
2. Nothing contained herein shall be construed as limiting the right of any teacher to discuss any matter informally with any appropriate member of the Association, Administration, or the right of any administrator to discuss any matter informally with the teacher.
3. In order to expedite the procedure, the grievance may be referred to the appropriate level as determined by the principal, in consultation with the Superintendent, in the informal discussion prior to institution of the formal grievance, but it is understood that the time limit for Level One filing of the grievance will apply in all cases.

E. Steps in the Grievance Procedure

1. Level One - If a teacher or the Association believes that a violation has occurred, he/she shall discuss the alleged violation with the building principal or immediate supervisor within ten (10) days of its occurrence or when the teacher or Association could reasonably be expected to be aware of the occurrence. The grievant may request Association representation at this level. If no resolution is obtained within three (3) days of this discussion, the teacher or the Association shall reduce the grievance to writing on the form provided in Appendix B within six (6) days of said discussion proceeding to Level Two or the level determined by the Superintendent during the informal discussion prior to institution of the formal grievance.
2. Level Two - The written grievance shall be filed with the principal or his/her designated representative and receipted in writing. All written grievances shall also be signed by the building representative. Within three (3) days of receipt of the grievance, the principal shall meet with the grievant and the building representative in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within three (3) days of such meeting and shall furnish a copy to the building representative and grievant. If this decision is unsatisfactory or if no decision is rendered within three (3) days, the grievant may proceed through the A.G.C., to Level Three within ten (10) days of the meeting at Level Two.

3. Level Three - Within five (5) days of the receipt of the grievance the Superintendent or his/her representative shall meet with the A.G.C. and discuss the grievance. The Superintendent or his/her representative shall render his/her decision in writing within three (3) days of the meeting transmitting a copy of the decision to the principal, grievant, A.G.C., and place a copy in the permanent file in his/her office. If the decision is unsatisfactory or if no decision is rendered, the A.G.C. and the grievant may appeal the decision to the Board of Education within eight (8) days of the meeting at Level Three.
4. Level Four - The Board and the A.G.C. shall meet at a mutually convenient date, but not later than fifteen (15) days from the filing of the appeal at Level Four to discuss the grievance. The Board shall render a decision in writing within ten (10) days of the discussion transmitting a copy thereof to the Superintendent for permanent filing, the A.G.C., the principal, and the grievant. In discipline or discharge cases, the meeting may be open or closed at the discretion of the grievant in accordance with the Michigan Open Meeting Act.
5. Level Five - If the Association is not satisfied with the disposition of the grievance at Level Four, it may, within fifteen (15) days after the decision of the Board, request, in writing, the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, the arbitrator shall be selected by the American Arbitration Association in accordance with its rules, except each party shall have the right to peremptorily strike not more than three (3) from the list of arbitrators.
 - (a) Individual teachers shall not have the right to process a grievance at Level Five without the explicit approval of the A.G.C.
 - (b) Neither party may raise a new defense or ground at Level Five not previously raised or disclosed at other written levels. Each party shall submit to the other party not less than five (5) days prior to the hearing a prehearing statement alleging facts, grounds, and defenses which will be proven at the hearing and shall hold a conference at that time in an attempt to settle the grievance.
 - (c) The decision of the arbitrator shall be final and conclusive and binding upon employees, the Board, and the Association. The arbitrator's actions and decision shall comply with the Michigan Uniform Arbitration Act, MCL 691.1681 et seq.
 - (d) Powers of the arbitrator are subject to the following limitations:
 - (1) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - (2) He/she shall have no power to change any practice, policy or rule of the Board nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board.
 - (3) He/she shall have no power to establish salary scales or to change any salary except in conformity with this Agreement.
 - (4) He/she shall have no power to rule on any matter involving a prohibited bargaining subject.
 - (5) He/she shall not hear any grievance relating to the failure of the Board to appoint or reappoint any teacher to a duty contained in the extra duty schedule.
 - (e) After a case on which the arbitrator is empowered to rule has been referred to him/her, it may not be withdrawn by either party except by mutual consent.
 - (f) If either party disputes the arbitrability of terms of this Agreement, the arbitrator shall first determine the arbitrability of the matter, and in the event he/she finds it a matter on which

he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- (g) More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the individual parties.
- (h) Where no wage loss has been caused by the action of the grievance, the Board shall be under no obligation for monetary adjustments and the arbitrator shall have no power to order one. The Board shall be required to pay all wage loss adjustment due from the date of the inception of the grievance at Level One.

F. Miscellaneous Policies Concerning Grievances

1. Should a teacher or the Association fail to institute a grievance within the time limits specified, the grievance will not be processed. Should a teacher or the Association fail to appeal a decision within the limits specified, or if the teacher leaves the employ of the Board, all further proceedings on a previously instituted grievance shall be barred, except concerning a claim involving a remedy directly benefiting the grievant regardless of this employment.
2. Any grievance that either (a) is not processed, or (b) is disposed of under procedures adopted by the Board and the Association in the implementation of the Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Board, the employee or employees involved, the Association and its members.
3. The time limits provided in this Article shall be strictly observed, but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to the time result in hardship to any party, the Board and the Association shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
4. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the life of the contract may be processed through the grievance procedure until resolution.

Article 13: Layoff and Recall

- **Replace:** Current Article 13
With:

A. Acting within the approved budget, the Superintendent will establish the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Teaching staff or that a reduction in Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Teaching positions to be reduced.

B. Reduction in force and recall decisions must be made based on Teacher effectiveness criteria established in Revised School Code Section 1249 and this Article.

C. The Board and Association realize that it is within the discretion of the Board to assign staff and to prescribe and correspondingly to reduce the educational program and curriculum. When the Board makes decisions about the reduction and recall of Teachers, the Board will be guided by the following criteria:

1. Retaining the effective Teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s). Teacher evaluation ratings will be the primary factor used in determining personnel decisions related to a reduction in force and recall from a reduction in force. Teachers earning a highly effective or an effective rating will be given preference over teachers earning a minimally effective, ineffective,

developing, or needing support rating. A probationary Teacher rated as effective or highly effective on the Teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured Teacher solely because the other Teacher is tenured under the Teachers' Tenure Act.

2. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The Teacher's certification, authorization, or approval status will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, District criteria and job descriptions, and other applicable statutes and regulations; and based on documentation on file with the Superintendent's office.
3. A Teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
4. If a Teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

D. Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

1. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
2. Credentials needed for District, school, or program accreditation;
3. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the Teacher's effectiveness in that assignment and is integrated into instruction;
4. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
5. Disciplinary record, if any;
6. Length of service in a grade level(s) or subject area(s);
7. Recency of relevant and comparable teaching assignments;
8. Previous effectiveness ratings;
9. Attendance and punctuality;
10. Rapport with colleagues, parents, and students;
11. Ability to withstand the strain of teaching;
12. Compliance with state and federal law; or
13. Other non-arbitrary or capricious reasons.

E. Teachers must provide the District with current information and documentation supporting the Teacher's certification and qualifications.

1. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
2. A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
3. Failure to maintain current contact information may negatively affect the teacher's recall.

F. Teacher reductions and recalls are by formal Board action.

G. At least forty-eight (48) hours prior to the Superintendent recommending a Teacher reduction to the Board, the Superintendent or designee will notify, in writing, the Association and the affected Teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

H. A Teacher who is laid off after being employed for more than one-half of the contract year shall be considered as having completed the contract year for purposes of placement on the salary schedule and the seniority list.

I. A Teacher's length of service with the District as a classroom teacher or tenure under the Teachers' Tenure Act will not be the sole factor in reduction in force and recall decisions.

J. Teacher reduction in force decisions will be implemented by the following:

1. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of Teacher(s) for reduction in force will be based on the factors set forth in this Article.
2. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions will be retained consistent with the factors set forth in this Article.
3. When a Teaching position is identified for reduction and there exists a concurrently vacant Teaching position for which the Teacher in the position to be reduced is both certified and qualified, and the Teacher has received an overall rating of at least effective on that Teacher's most recent year-end performance evaluation, that Teacher may be assigned to the vacant position consistent with this Article.
4. If more than 1 Teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant Teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article.
5. If the reduction or recall decision involves more than 1 Teacher and all other factors distinguishing those Teachers from each other are equal, seniority (as established by the most recent seniority list for the bargaining unit to which the Teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.
6. At least 30 calendar days' notice of the reduction in force being implemented will be provided to the teacher and Association, absent extenuating circumstances.

K. Teacher Recall Process

1. A Teacher is eligible for recall under this Article for 48 months from the date the District implemented the reduction in force.
2. The Superintendent will first identify the academic level(s) or department(s) for which a teaching vacancy exists.
3. Before or in lieu of initiating the recall of a laid-off Teacher, the Superintendent may reassign teachers to fill vacancies in accordance with this Agreement.
4. After or in lieu of any reassignment of existing Teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
 - a. Recall the laid-off Teacher who is certified and qualified for the vacancy, provided the Teacher was rated at least effective on their most recent year-end performance evaluation. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Article; or
 - b. Post the vacancy and consider all applicants if no Teacher on layoff who was rated at least effective on their most recent year-end performance evaluation meets the certification and qualification requirements of the position.
5. The Superintendent or designee will provide written notice using a registered letter through the United States Postal Service of the Board's recall decision to any recalled Teachers, with a copy to the Association President, and will establish the time within which a Teacher must accept recall to preserve the Teacher's employment rights. The Superintendent will provide at least 5 days from receipt of the registered letter for the teacher to respond. Failure of the employee to sign for the registered letter or to respond to the district within the timeline established in the letter, shall be considered a resignation.
6. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.
7. The recall list shall be maintained and updated by the Board until all teachers on the list have been recalled or have resigned.

L. The individual Contract, executed between each Teacher and the Board, is subject to the terms and conditions of this agreement and all Board policies.

Calendar

- As provided in attachment

Grievance Form

APPENDIX B MILAN AREA SCHOOLS GRIEVANCE FORM

GRIEVANCE NUMBER _____

Name(s) of Grievant(s) or Association Representative: _____

Building of Grievant(s) or Association Representative: _____

Date alleged violation, misinterpretation, or misapplication occurred or Date when the teacher or association could reasonably be expected to be aware of the occurrence: ____/____/____

Section of agreement violated (cite specific sections): _____

Statement of facts giving rise to the grievance: _____

Relief sought: _____

Date of Level I Oral Discussion: ____/____/____

Building Principal or Immediate Supervisor involved in Level I Oral Discussion: _____

Signature of Grievant(s) or Association Representative _____

Signature of Building Representative _____

Signature of Building Principal or Immediate Supervisor _____

NOTE: If a teacher or the Association believes that a violation has occurred, he/she shall discuss the alleged violation with the building principal or immediate supervisor within ten (10) days of its occurrence or when the teacher or Association could reasonably be expected to be aware of the occurrence.

If applicable, the appropriate next level determined by the Superintendent during the informal discussion prior to institution of the formal grievance: _____

Initials of Grievant(s) or Association Representative: _____

Initials of Building Principal or Immediate Supervisor: _____

If this section is not completed, the next level defaults to Level II.

Date Level II Written Grievance received by the Building Principal or Immediate Supervisor: ____/____/____

Initials of Grievant(s) or Association Representative: _____

Initials of Building Principal or Immediate Supervisor: _____

Date of Level II Meeting: ____/____/____

Building Principal or Immediate Supervisor's Level II Written Disposition: _____

Building Principal or Immediate Supervisor's Signature: _____

Date Level II Written Disposition received by the Grievants(s) or Association Representative: ____/____/____
 Initials of Grievant or Association Representative: _____
 Initials of Building Principal or Immediate Supervisor: _____

NOTE: If this decision is unsatisfactory or if no decision is rendered within three (3) days, the grievant may proceed through the A.G.C., to Level Three within ten (10) days of the meeting at Level Two.

Level III Grounds for Appeal:

Date Level III Appeal received by the Superintendent or Designee: ____/____/____
 Initials of Grievant or Association Representative: _____
 Initials of Superintendent or Designee: _____

A.G.C. Members: _____

Date of Level III Meeting between Superintendent and A.C.G.: ____/____/____

Superintendent's Level III Written Disposition:

Superintendent's Signature: _____

Date Level III Written Disposition received by the Grievants(s) and A.G.C.: ____/____/____
 Initials of Grievant or A.G.C. Representative: _____
 Initials of Superintendent: _____

NOTE: If the decision is unsatisfactory or if no decision is rendered, the A.G.C. and the grievant may appeal the decision to the Board of Education within eight (8) days of the meeting at Level Three.

Level IV Grounds for Appeal:

Date Level IV Appeal received by the Board President, Superintendent, or Designee: ____/____/____
 Initials of Grievant or Association Representative: _____
 Initials of Board President, Superintendent, or Designee: _____

Date of Level IV Meeting between Board and A.C.G.: ____/____/____

Board's Level IV Written Disposition:

Board President's Signature: _____

Date Level IV Written Disposition received by the Grievants(s) and A.G.C.: ____/____/____
 Initials of Grievant or A.G.C. Representative: _____
 Initials of board President: _____

NOTE: If the Association is not satisfied with the disposition of the grievance at Level Four, it may, within fifteen (15) days after the decision of the Board, request, in writing, the appointment of an arbitrator to hear the grievance.

Level V - Date Association requested the appointment of an arbitrator: ____/____/____

Letter of Agreement 1

- Remove: Current Letter of Agreement

Series 4000: District Employment

T-4400 Professional Staff

T-4402-R Placement (Effective July 1, 2024)

This policy is not intended to change or alter the terms of a collective bargaining agreement between the Board and a labor organization. Collective bargaining agreement terms supersede inconsistent Policies unless contrary to state or federal law. This Policy does not change or alter the terms of enforceable contracts or other legal obligations.

A. Teacher as Defined by Revised School Code Section 1249

The appropriate placement of effective teachers is an essential component in promoting student academic growth, educational outcomes, and quality educational services. The Superintendent or designee may make teacher placement decisions at their discretion consistent with this Policy.

Placement includes, but is not limited to, assignment, transfer, or the filling of a position with current staff or newly hired teachers. For vacant positions see Paragraph C (Vacancy).

Placement does not include reduction in force or recall decisions governed by Policy T-4405.

1. Consistent with Revised School Code Section 1248, teacher placement decisions shall be based on the following clear and transparent factors:
 - a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses, grades, and school schedule.
 - b. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 - c. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy T-4403.
 - d. Teacher placement decisions will be guided by the following criteria:
 - i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).

- ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
 - A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
 - B) Based on documentation on file with the Superintendent's office.
 - 1) A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
 - 2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
 - A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;
 - B) Credentials needed for District, school, or program accreditation;
 - C) District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
 - D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
 - E) Disciplinary record, if any
 - F) Length of service in a grade level(s) or subject area(s);
 - G) Recency of relevant and comparable teaching assignments;
 - H) Previous effectiveness ratings;
 - I) Attendance and punctuality;
 - J) Rapport with colleagues, parents, and students;

K) Ability to withstand the strain of teaching;

L) Compliance with state and federal law; and

M) Other relevant factors as determined by the Superintendent or designee.

- e. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.

B. Placement of Non-Teaching Professionals Not Subject to Revised School Code Section 1249

If a collective bargaining agreement or individual employment contract governs the Non-Teaching Professional's employment, the Superintendent or designee will comply with the applicable language on placement.

If a collective bargaining agreement or individual employment contract does not address the placement of Non-Teaching Professionals, the Superintendent or designee is authorized to place Non-Teaching Professionals at their discretion.

C. Vacant Positions

1. Vacancies may be posted consistent with Policies 4402R and 3132. The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position which the District intends to permanently fill.
2. Vacancies may be filled by a certified and qualified internal or external candidate consistent with this Policy. The Superintendent or designee has full discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

Legal authority: MCL 380.11a, 380.601a, 380.1248, 380.1249

Date adopted: 2-12-24

Dated revised:

MAS Educator Evaluation Process

The MAS Educator Evaluation Process was updated in 2024 in conjunction with MCL - Section 380.1249 amended and effective July 1, 2024, and MAS Board Policy T-4403-R Performance Evaluation, effective July 1, 2024.

The Milan Area School District has developed an annual teacher performance evaluation system that determines effectiveness based on the following factors:

1. Individual Performance (Danielson Rubric): - 75%

- Evidence of student growth as a major factor
- Demonstration of teaching skills, including knowledge, ability to impart knowledge, planning, delivery, classroom management, and preparation
- Management of classroom and pupils, rapport with parents and other teachers, and physical and mental ability

2. Student Growth and Assessment Data (Data Rubric) - 20%

- Student growth and assessment data used for teacher evaluation will be the combined student growth and assessment data for the building based on Student Growth Percentiles (SGP) for M-STEP and SAT-Suite data and Conditional Growth Percentiles (CGP) for NWEA data. The data used will incorporate the most recent three consecutive years of student growth data. The most recent year will be weighted at 50%, the most recent past year will be weighted at 30%, and the second most recent past year will be weighted at 20%.
- CGPs and SGPs communicate the degree to which a student has learned in a particular domain, compared to a group of academic peers who had a comparable score on the previous test (or multiple previous tests) in that subject. In order to calculate CGPs and SGPs, students are grouped with academic peers throughout the state who had comparable score patterns on past tests. Students in each academic peer group are then ordered based on their score on the current year test. Each student then receives a percentile rank, compared to their academic peers. Like other percentile scores, SGPs range from 1-99, where a SGP of 50 indicates that the student demonstrated growth in the content area equal or greater to half of the students with comparable score histories on that subject-matter test.
 - Needing Support: A combined CGP or SGP of 0 to less than 20
 - Developing: A combined CGP or SGP of 20 to less than 40
 - Effective: A combined CGP or SGP of 40 to less than 100

3. Other Objective Factors - 5%

- Teacher attendance and disciplinary record
- Significant and Relevant Accomplishments and Contributions:
 - Clear, significant, relevant contributions above the normal expectations of peer group
 - Demonstrated record of exceptional performance
- Relevant Special Training:
 - Completion of training beyond professional development required by employer or law
 - Integration of training into instruction "in a meaningful way"

Scheduling of Teacher Evaluations:

Non-tenured teachers and tenured teachers that received a rating of ineffective, minimally effective, needing support, or developing, on the most recent year-end evaluation are required to have an annual evaluation. Teachers that received ratings of Effective or Highly Effective on the 3 most recent consecutive evaluations may be evaluated triennially. For the 2024-2025 school year, teachers meeting the triennial designation will be divided into three groups to begin their triennial evaluation cycle in one of the following three school years.

The evaluation process will include, but will not be limited to the following:

Tenure Teachers:

- **Goal Setting Meeting:** Annual meeting to establish professional growth goals that will be discussed throughout the annual evaluation process. All goals should be listed in the district's electronic evaluation

software.

- **Observation:** A minimum of two, 15 minute observations, will occur during the school year. At least two observations will be followed with written feedback within 30 days of the observation in the district's electronic evaluation software. In-person meetings may be requested by the teacher or administrator to discuss the observations.
- **Mid-Year Meeting Optional:** At the request of the teacher or administrator, mid-year meetings may be scheduled to discuss goal progress, professional development plans, current practices, or other relevant factors.
- **End-of-Year Meeting:** Teachers will submit their self evaluation in the district's electronic evaluation software. at least 48 hours prior to this meeting. The meeting will focus on annual goal attainment, progress in the evaluation tool, student achievement data, data-informed practices, and any other relevant factors. Final effectiveness rating will be discussed.
- **Final Evaluation Released:** Following the release of the final evaluation, teachers will set up meeting times with the administrator, as needed. This end of the year evaluation will become part of the teacher's personnel file. Final effectiveness ratings are reported to the state.

Non-Tenure/IDP Teachers:

- **Goal Setting Meeting:** Annual meeting to establish professional growth goals that will be discussed throughout the annual evaluation process. All goals should be listed in the district's electronic evaluation software.
- **Observation:** A minimum of two, 15 minute observations, will occur during the school year. At least two observations will be followed with written feedback within 30 days of the observation in the district's electronic evaluation software. In-person meetings may be requested by the teacher or administrator to discuss the observations.
- **Mid-Year Meeting:** Mid-year meetings will be scheduled to discuss goal progress, professional development plans, current practices, or other relevant factors. The meeting will be aligned to the IDP, will include specific performance goals, and any recommended training to achieve those goals. A summary of the meeting will be provided in writing in the district's electronic evaluation software.
- **End-of-Year Meeting:** Teachers will submit their self evaluation in the district's electronic evaluation software. at least 48 hours prior to this meeting. The meeting will focus on annual goal attainment, progress in the evaluation tool, Student achievement data, data-informed practices, and any other relevant factors. Final effectiveness rating will be discussed.
- **Final Evaluation Released:** Following the release of the final evaluation, teachers will set up meeting times with the administrator, as needed. This end of the year evaluation will become part of your personnel file. Final effectiveness ratings are reported to the state.

Unevaluated Teachers:

- Teachers rated as Effective or Highly Effective (prior to July 1, 2024) and/or Effective (after July 1, 2024) for three consecutive years, may be placed on a triennial evaluation cycle. Administrators reserve the right to place unevaluated teachers onto a formal evaluation cycle at any time.
- **Goal Setting Meeting:** Annual meeting to establish professional growth goals that will be discussed throughout the annual evaluation process. All goals should be listed in the district's electronic evaluation software.
- **Observation:** Observations may occur during the school year and may be followed with documentation or in-person meetings.
- **Mid-Year Meeting Optional:** At the request of the teacher or administrator, mid-year meetings may be scheduled to discuss goal progress, professional development plans, current practices, or other relevant factors.
- **End-of-Year Meeting:** The meeting will focus on annual goal attainment, student achievement data, data-informed practices, and any other relevant factors.

The Annual Evaluation will provide the employee with an Effectiveness Rating of:

1. Needing Support

2. Developing

3. Effective

The Effectiveness Rating will be calculated using the following method:

1. Final Score = 75% Average of Domains 1-5, 20% Student Assessment Data, 5% Other Objective Factors
2. Final Score between 0 and 2.5 results in a Needing Support or Developing Rating
Final Score between 2.51 and 4 results in an Effective Rating

Notes: Additional rubrics for non-traditional teaching roles may be used.

1. Series 4000: District Employment

T-4400 Professional Staff

T-4403-R Performance Evaluation (Effective July 1, 2024)

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts. This policy is not intended to change or alter the terms of a collective bargaining agreement between the Board and a labor organization. Collective bargaining agreement terms supersede inconsistent Policies unless contrary to state or federal law. This Policy does not change or alter the terms of enforceable contracts or other legal obligations.

A. Teachers as Defined by Revised School Code Section 1249

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. a year-end evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
 - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
 - b. the teacher's performance; and
 - c. objective criteria.
3. an individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
 - a. all probationary teachers;
 - b. teachers rated minimally effective or ineffective during the 2023-24 school year;
 - c. teachers rated needing support or developing; or
 - d. at the evaluator's discretion when performance deficiencies are noted.
4. classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;



5. a mid-year progress report, if required by law, which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;
6. a year-end performance evaluation effectiveness rating, of effective, developing, or needing support;
7. tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluations;
8. a mentor for teachers rated developing or needing support or for teachers in the first year of probation;
9. opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
10. a tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
11. website posting of required information for the evaluation tool;
12. training on the evaluation tool for teachers and evaluators as required by law; and
13. other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

B. Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

To the extent required by law, a tenured Non-Teaching Professional subject to the Teachers' Tenure Act rated as needing support may request a review consistent with Revised School Code 1249.

C. Non-Teaching Professionals Not Subject to the Teachers' Tenure Act

For Non-Teaching Professionals without a teaching certificate who are not subject to the Teachers' Tenure Act, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee, except annual evaluation will be performed during the employee's probationary period. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

An IDP may be established at the Superintendent's or designee's discretion.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1233b, 380.1248, 380.1249; 380.1249a(2); MCL 423.215

Date adopted: 2-12-24

Date revised:

Milan Area Schools – 2024-2025 School Calendar

August

20 Staff PD Day
21 Staff PD Day
22 Staff PD Day
26 First Student Day
30 No School - Labor Day Break

September

2 No School - Labor Day Break

October

16 Evening PT Conferences
17 AM Classes / PM-Evening PT Conferences
18 AM Classes / PM No School

November

1 No School – Staff PD Day
27-29 No School - Thanksgiving

December

23-31 No School - Winter Break

January

1-3 No School - Winter Break
17 No School – Staff PD Day
20 No School – Martin Luther King Day

February

17 No School - Mid Winter Break
28 No School – Staff PD Day

March

10-14 PT Conferences Occur
14 AM Classes / PM No School
24-28 No School - Spring Break

April

18-21 No School Easter Break

May

9 No School – Staff PD Day
26 No School - Memorial Day

June

6 Last Student Day /AM Classes / PM Records

August 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

September 2024

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

October 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		

November 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

December 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				

January 2025

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 2025

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 2025

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 2025

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			

May 2025

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 2025

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 2025

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	

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

HS Dates
10-25-24 Mid Semester Point
1-16-25 End of Semester 1
3-21-25 Mid Semester Point
6-6-25 End of Semester 2

Paddock, Symons, MS Dates
11-22-24 End of Trimester 1
3-7-25 End of Trimester 2
6-6-25 End of Trimester 3

Letter of Agreement

The Board of Education of the Milan Area Schools and The Milan Education Association, MEA/NEA

Recitals

- A. The Board of Education (Board) of the Milan Area Schools (District) and the Milan Education Association, MEA/NEA (Association) were parties to a collective bargaining agreement (CBA), which expired on August 15, 2024;
- B. The Parties dispute the meaning of the following language (Disputed Language) from Article 4 of the CBA:

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

- C. The Association filed an arbitration demand with the American Arbitration Association and an unfair labor practice charge with the Michigan Employment Relations Commission alleging that the District breached and repudiated Article 4 of the CBA by unilaterally increasing health insurance premiums for the 2024 medical benefits plan year in violation of the Disputed Language;
- D. The District disagrees with the Association's claims and contends that the allocation of health-insurance premium costs to employees covered by the CBA is consistent with the Disputed Language and Michigan law; and
- E. The District and the Association mutually agree to resolve their disagreement consistent with this Letter of Agreement (LOA).

The District and the Association agree as follows:

- 1. The District will continue to pay no more than the equivalent statutory hard cap amount toward health-insurance premium costs for each employee covered by the CBA for the duration of the 2024 medical benefit plan year. In addition, the District will pay an amount not to exceed \$68,000 to offset employee health-insurance costs, inclusive of all costs and fees, calculated as follows:
 - a. \$91.14 per Coverage Month for bargaining unit members hired before August 29, 2024 electing full-family coverage, capped at the respective Cap Amount; and
 - b. \$125.21 per Coverage Month for bargaining unit members hired before August 29, 2024 electing two-person coverage, capped at the respective Cap Amount.

"Coverage Month" means any month in which the bargaining unit member received health insurance benefits under the District's medical benefit plan during the 2024 plan year (January to December). "Cap Amount" means:

- a. 12 months for bargaining unit members who were employed for the entire 2023-2024 school year and who continued employment for the 2024-2025 school year.
- b. 8 months for bargaining unit members who were employed for the entire 2023-2024 school year who are not employed for the 2024-2025 school year.
- c. 4 months for bargaining unit members who were not employed for the 2023-2024 school year but who were hired (based on the date of Board approval) for the 2024-2025 school year before August 29, 2024.

The District will add the amounts described above for applicable employees as a one-time lump-sum payment to be distributed with a regularly scheduled payroll within 30 days of the execution of this Agreement by both parties.

The Parties acknowledge that the amount the District will contribute toward employee health insurance premium costs as described in this Paragraph does not exceed the amounts permitted by the Michigan Publicly Funded Health Insurance Contribution Act.

2. The Parties will file a stipulated order of dismissal with the American Arbitration Association dismissing the arbitration demand in its entirety and with prejudice. The Parties are responsible for any arbitration costs as determined by Article 11 of the CBA.
3. The Parties will file a stipulation with MERC requesting the District's exceptions and the Association's Brief in Support of the ALJ's Decision be withdrawn. The Parties will further stipulate that the remedy contained in the recommended order issued by Administrative Law Judge Travis Calderwood on May 31, 2024, is unenforceable and moot because the parties have reached a settlement agreement.
4. The Association acknowledges and agrees that this Agreement constitutes a final, conclusive, and binding resolution of all claims, demands, grievances, and disputes between the Parties related to the interpretation and application of the Disputed Language for the duration of the 2024 medical benefits plan year and until a successor collective bargaining agreement is executed.
5. Nothing in this Agreement may be construed as precedent or past practice. This Agreement does not create any rights or obligations for future medical benefits plan years or any successor collective bargaining agreement.
6. Except to enforce the terms of this Agreement, this Agreement may not be relied on or otherwise asserted by either party in any subsequent proceeding or litigation between them, including in a future grievance arbitration or unfair labor practice charge.
7. This Agreement constitutes the entire agreement between the District and the Association as to its subject matter and supersedes any prior or concurrent agreement, written or oral, regarding its subject matter. Except as otherwise stated in this Agreement, this Agreement may not be construed to affect any other term or condition of the CBA. To the extent the terms of this Agreement conflict with the terms of the CBA or any other letter of agreement remaining in effect, the terms of this Agreement will control.
8. By entering this Agreement, neither party waives any other right or protection afforded them by the CBA or previous letters of agreement remaining in effect.

FOR THE DISTRICT

Its: Superintendent

Date: _____, 2024

FOR THE ASSOCIATION

Its:

Date: _____, 2024