August 15, 2023 Board Retreat Agenda

A Regular meeting of the Board of Education of Washtenaw Intermediate School District will be held beginning at 9:00 AM at the United Way of Washtenaw County Office at 2305 Platt Rd., Ann Arbor, MI. 48104.

Tuesday, August 15, 2023 09:00 AM

1. Call To Order - President Diane Hockett

2. Roll Call - Melissa Cischke, Administrative Assistant to the Superintendent

3. Approval of the Agenda

   August 15, 2023 Board Memo (p. 3)

4. Communications

5. Public Participation


7. Consent Agenda

   A. Approval: Minutes

      July 27, 2023 Special Board Meeting Minutes (p. 6)

   B. Approval: Superintendent's Recommendations

      007-23-24 Employment Recommendations

         New Hire_J. Angeli (p. 11)
         New Hire_T. Cote (p. 14)
         New Hire_M. Krzysik (p. 17)
         New Hire_K. Nao (p. 19)
         New Hire_S. Roskovensky (p. 22)
         New Hire_A. Stalhandske (p. 24)
         New Hire_A. Velasco-Romo (p. 30)
         New Hire_R. Wiersma (p. 33)
         New Hire_M. Wood (p. 37)

      008-23-24 Reclassification Request

         Reclassification_Position FTE Change_Behavior Specialist (p. 40)
8. New Business
   A. Sunbelt Staffing - Staffing Contracts
      Sunbelt Staffing Board Memo (p. 47)
      Washtenaw ISD_Sunbelt Staffing Contract_2023-2024 (p. 48)
   B. Year End Board Report

9. Board of Education Reports

10. Administrative Reports
   A. Superintendent’s Report
   B. Retainer Newsletter
      School Law Notes - July 2023 (p. 54)

11. Recess

12. Board Retreat
   A. Year End Board Report
   B. Lunch
   C. Organizational Vision, Mission, Values, and Goals

13. Adjournment
MEMORANDUM

To: Board of Education

From: Naomi Norman, Superintendent

Date: August 10, 2023

Re: Regular Meeting and Board Retreat - August 15, 2023

Agenda Item 3: Approval of the Agenda: President Diane Hockett will ask for approval of the agenda.

Agenda Item 4: Communications: There are no communications at this time.

Agenda Item 5: Public Participation: Members of the public may address the board at this time.

Agenda Item 6: Equity, Inclusion, and Social Justice Dialogue: Equity, Inclusion and Social Justice topics will be discussed.

Agenda Item 7: Consent Agenda

A. Approval: Minutes: Approval of the minutes of the July 27, 2023, special meeting.

B. Approval: Superintendent’s Recommendations:

The Superintendent recommends the board accept the following employment recommendations:

007-23-24 Employment Recommendations: Please see the employment recommendations for:

Julie Angeli as an Early Intervention Teacher. If approved by the board Julie Angeli’s salary will be $88,823.00/MA Step 15. All other fringe benefits are set forth in the Unit II contract.

Tara Cote as a Teacher Consultant. If approved by the board Tara Cote’s salary will be $88,823.00/MA Step 15. All other fringe benefits are set forth in the Unit II contract.

Melissa Krzysik as a Teacher Assistant. If approved by the board Melissa Krzysik’s salary will be $30,492.00. All other fringe benefits are set forth in the Unit I contract.
Kenneth Nao as a Teacher Assistant in the A2YA Transition Program. If approved by the board Kenneth Nao’s salary will be $28,141.00. All other fringe benefits are set forth in the Unit I contract.

Sara Roskovensky as an Early Intervention Physical Therapist. If approved by the board Sara Roskovensky’s salary will be $92,428.00/PhD Step 12. All other fringe benefits are set forth in the Unit II contract.

Ann Stalhandske as an Early Intervention Teacher. If approved by the board Ann Stalhandske’s salary will be $80,612.00/MA+30 Step 9. All other fringe benefits are set forth in the Unit II contract.

Alicia Velasco-Romo as a Bilingual Home Visitor (Spanish) for the Early Head Start program. If approved by the board Alicia Velasco-Romo’s salary will be $51,729.00. All other fringe benefits are set forth in the Non-Affiliated contract.

Rebecca Wiersma as an Early On Social Worker. If approved by the board Rebecca Wiersma’s salary will be $90,616.00. All other fringe benefits are set forth in the Unit II contract.

Mary Wood as a Flex Teacher. If approved by the board Mary Wood’s salary will be $72,280.00. All other fringe benefits are set forth in the Unit II contract.

The Superintendent recommends the board accept the following reclassification:

008-23-24 **Reclassification Request:** Please see the reclassification request for:
Vacant, current position Behavior Specialist, 0.5 FTE, 185 Workdays, Salary: $70,072.00, Unit I Bargaining. Recommended position Behavior Specialist, 1.0 FTE, 185 Workdays, Salary: $70,072.00, Unit I Bargaining.

The Superintendent recommends that the board accept the following resignations:

009-23-24 **Staff Resignations:** Please see the staff resignations for:
EunJeong Lee, effective August 11, 2022. EunJeong Lee has been employed with the WISD since April 4, 2022, first as an Office Professional in Event Services and most recently the Program Assistant for the Children’s Savings Account.

Toni Miller, effective August 11, 2022. Toni Miller has been employed with the WISD since September 26, 2022, as a Teaching Assistant at High Point School.

Recommendation: The Superintendent recommends that the Board of Education approve the minutes and Superintendent’s recommendations in the Consent Agenda, as presented. (Roll Call Vote)

Agenda Item 8: **New Business:**

A. **Sunbelt Staffing Contracts:** Please see the memo from Deputy Superintendent Cherie Vannatter. While the District continues to pursue employees via direct hire, in compliance with negotiated Collective Bargaining Agreements, like many districts locally and across the State, there are
staffing shortages that must be addressed to meet student needs and state requirements. One of the ways we are doing so is by forging relationships with various staffing agencies and continuing relationships with those that we’ve worked with previously. The Administration is requesting approval to contract with Sunbelt Staffing for the 2023-2024 school year to address staffing shortages. The contract amount is based on an estimate from last year’s total contract amount with Sunbelt Staffing.

Recommendation: Motion that the Board of Education approve the contract with Sunbelt Staffing, in the amount not to exceed $395,000.00, as presented. (Roll Call Vote)

B. **Year End Board Report:** Superintendent Norman will discuss details of the Year End Board Report.

Agenda Item 9: **Board of Education Reports:**

Agenda Item 10: **Administrative Reports:**

A. **Superintendent’s Report:** Superintendent Norman will address the board.

B. **Retainer Newsletter:** The July 2023 edition of the School Law Notes from Thrun Law Firm is attached.

Agenda Item 11: **Recess**

Agenda Item 12: **Board Retreat**

A. Year End Board Report
B. Lunch
C. Organizational Vision, Mission, Values, and Goals

Agenda Item 13: **Adjournment**
The Washtenaw Intermediate School District Board of Education held a special board meeting on Thursday, July 27, 2023, in Washtenaw ISD’s Teaching and Learning Center Board Room at 1819 South Wagner Road in Ann Arbor, Michigan.

CALL TO ORDER
The meeting was called to order at 5:00 p.m. by President Diane Hockett.

ATTENDANCE
The following members were present:
   Diane Hockett, President
   Mary Jane Tramontin, Vice President
   Theresa Saunders, Secretary
   Sarena Shivers, Treasurer
   Steve Olsen, Trustee

Quorum was met.

Also present:
   Naomi Norman, Superintendent
   Cherie Vannatter, Deputy Superintendent
   Kim Woods, Administrative Assistant to the Deputy Superintendent
   Holly Heaviland, Executive Director, School and Community Partnerships
   Edward Manuszak, Executive Director, Early Childhood Programs
   Melissa Brooks-Yip, Supervisor of Instruction
   Margy Long, Director, Success by 6, Great Start Collaborative

APPROVAL OF THE AGENDA
Motion by Mary Jane Tramontin, seconded by Steve Olsen, to approve the agenda, as presented.

Ayes: All.
Nays: None.
Motion carried.

COMMUNICATIONS – Pupil Accounting Auditor Certification – Julie Ziesemer: The Michigan School Business Officials (MSBO) has notified Washtenaw ISD that Pupil Accounting Specialist Julie Ziesemer has met the requirements for renewing the Pupil Accounting Specialist certification under the MSBO voluntary certification program. The Board of Education congratulates Ms. Ziesemer on her achievement.

COMMUNICATIONS – High Point School Donation: High Point Principal Jennifer Parrelly has informed Washtenaw ISD that Honey Creek student Emma Ng, has donated the money she raised, while breaking the world record for making origami swans, to High Point School. The Board of Education thanks Miss Emma Ng for her generous donation and congratulates her for breaking the world record.
PUBLIC PARTICIPATION: There was no public participation.

CONSENT AGENDA
Motion by Steve Olsen, seconded by Mary Jane Tramontin, that the Board of Education approve the minutes and Superintendent’s recommendations in the Consent Agenda, as presented.

Voting yes: Sarena Shivers, Theresa Saunders, Mary Jane Tramontin, Steve Olsen, Diane Hockett
Voting no: None.
Motion carried.

Approval of Minutes
The Board approved the minutes of the June 27, 2023, regular and closed session meeting.

001-23-24
The board approved the following employment recommendations:
- Jessica Anderson as an Early Speech Language Pathologist.
- Candace Craig as the Office Professional 2 in the Event Services Department.
- Kelly Crenshaw as an Early Intervention Teacher.
- Brittany Karlic as an Early Speech Language Pathologist.
- Megan Morrin as an Early Speech Language Pathologist.
- Raleigh Sadlier as an Early Intervention Occupational Therapist.
- Erin Stahl as an Early Intervention Occupational Therapist.
- Ashley Steele as an Early Speech Language Pathologist.
- Marie Stroud as an Early Speech Language Pathologist.
- Laura Valle as an Early Speech Language Pathologist.
- Felicia Walker as a Teacher Assistant.
- Elizabeth Widmer as an Early Intervention Occupational Therapist.
- Casey Williams as an Early Speech Language Pathologist.

002-23-24
The board approved the following reclassification requests:
- Melisa Burr, TA- Young Adult Out-Center EMU, 1.0 FTE, 185 Workdays, Location: EMU, Unit I Bargaining, to TA- Young Adult Out-Center DT Ypsi, 1.0 FTE, 185 Workdays, Location: DT Ypsi YA Out Center, Unit I Bargaining.
- Marcie Donovan, VCYA – Virtual & Community Young Adult, 1.0 FTE, 185 Workdays, Location: VCYA, Unit I Bargaining, to TA- Washtenaw News Young Adult, 1.0 FTE, 185 Workdays, Location: YA Out-Center Washtenaw News, Unit I Bargaining.
- Waylen Dottery, TA YA SCI (Room 44), 1.0 FTE, 205 Workdays, Location: High Point – Room 44, Unit I Bargaining, to ASD TA, 1.0 FTE, 185 Workdays, Location: High Point – Room 55, Unit I Bargaining.
- Michael Graulich, TA-Washtenaw News YA Out-Center, 1.0 FTE, 185 Workdays, Location: Washtenaw News YA Out-Center, Unit I Bargaining, to TA-Chelsea YA Out-Center, 1.0 FTE, 185 Workdays, Location: Chelsea YA Out-Center, Unit I Bargaining.
- Michelle Johnson, TA – High Point, 1.0 FTE, 185 Workdays, Location: High Point – Room 24, Unit I Bargaining, to TA – High Point, 1.0 FTE, 205 Workdays, Location: High Point – Room 24, Unit I Bargaining.
Lawrence Nunn, EI Teacher -Manchester Jr/Sr Program, 1.0 FTE, 185 Workdays, Location: Manchester Jr/Sr, Unit II Bargaining, to EI Teacher – Progress Park Middle School, 1.0 FTE, 185 Workdays, Location: Progress Park, Unit II Bargaining.

Ashley Robinson, SLP, 1.0 FTE, 185 Workdays, Location: High Point, Unit II Bargaining, to AAC Specialist, 1.0 FTE, 185 Workdays, Location: TLC, Unit II Bargaining.

Jason Towler, Teacher Consultant, 1.0 FTE, 185 Workdays, Location: 50% Whitmore Lake TC/50% MRS TC, Unit II Bargaining, to Teacher – YA Red Oak, 1.0 FTE, 185 Workdays, Location: Red Oak YA, Unit II Bargaining.

So Ye Yang, TA-A2YA Out-Center (Miller), 1.0 FTE, 185 Workdays, Location: A2YA Program Out-Center, Unit I Bargaining, to TA-Downtown Ypsi YA Out-Center, 1.0 FTE, 185 Workdays, Location: DT Ypsi YA Program Out-Center, Unit I Bargaining.

The board approved the following new position requests:

- Early Childhood Education Coordinator, 1.0 FTE, 230 workdays/year, Worksite: Teaching & Learning Center, Non-Affiliated.
- Early Childhood Family Services Coordinator, 1.0 FTE, 230 workdays/year, Worksite: Teaching & Learning Center, Non-Affiliated.
- Early Intervention Coordinator, 1.0 FTE, 230 workdays/year, Worksite: Teaching & Learning Center, Non-Affiliated.
- Early Intervention Teacher Consultant – Visually Impaired, 1.0 FTE, 185 workdays/year, Worksite: Teaching & Learning Center, Unit II Bargaining.
- General Education Clinical Social Worker, 3.0 FTE, 205 workdays/year, Worksite: Teaching & Learning Center, Unit II Bargaining.
- Progress Park Teaching Assistant, 1.0 FTE, 185 workdays/year, Worksite: Progress Park, Unit I Bargaining.

The board approved the following staff resignations.

- Jason Burbo, effective June 27, 2023.

The board authorized the administration to approve the Literacy Coach Contracts with Ann Arbor Public Schools, Saline Area Schools, Milan Area Schools, Dexter Community Schools, Lincoln Consolidated Schools, Chelsea School District, Ypsilanti Community Schools and Whitmore Lake Public Schools, as presented.

The board authorized the administration to approve the contract with SOS Community Services in the amount, not to exceed $40,000.00, as presented.

NEW BUSINESS – Arch of Self, LLC. Contract:
Prior to board action, Superintendent Norman addressed the board regarding the details of the contract with Arch of Self, LLC and Dr. Yolanda Sealey-Ruiz. Supervisor of Instruction Melissa Brooks-Yip and Superintendent Norman fielded questions from the board.
Motion by Steve Olsen, seconded by Theresa Saunders, that the Board of Education authorize the administration to approve the contract with Arch of Self, LLC., in the amount not to exceed $97,500.00, as presented.

Voting yes: Steve Olsen, Diane Hockett, Sarena Shivers, Theresa Saunders, Mary Jane Tramontin
Voting no: None.
Motion carried.

**NEW BUSINESS – Hill Pedagogies Services, Inc Contract:**
Prior to board action, Superintendent Norman addressed the board regarding the details of the contract with Hill Pedagogies Services, Inc. and Dr. Gholnecsar Muhammad. Supervisor of Instruction Melissa Brooks-Yip and Superintendent Norman fielded questions from the board.

Motion by Mary Jane Tramontin, seconded by Theresa Saunders, that the Board of Education authorize the administration to approve the contract with Hill Pedagogies Services, Inc., in the amount not to exceed $68,000.00, as presented.

Voting yes: Steve Olsen, Diane Hockett, Sarena Shivers, Theresa Saunders, Mary Jane Tramontin
Voting no: None.
Motion carried.

**NEW BUSINESS – Justice Leaders Contract:**
Prior to board action, Superintendent Norman addressed the board regarding the details of the contract renewal with Justice Leaders Collaborative. She fielded questions from the board.

Motion by Steve Olsen, seconded by Sarena Shivers, that the Board of Education authorize the administration to approve the contract with Justice Leaders Collaborative, in the amount not to exceed $100,500.00, as presented.

Voting yes: Steve Olsen, Diane Hockett, Sarena Shivers, Theresa Saunders, Mary Jane Tramontin
Voting no: None.
Motion carried.

**NEW BUSINESS – Children’s Savings Account Fiduciary Fund:**
Prior to board action, Superintendent Norman addressed the board regarding the need to establish the Washtenaw Children’s Savings Account fiduciary fund.

Motion by Steve Olsen, seconded by Sarena Shivers, that the Board of Education hereby resolves to establish the Washtenaw Children’s Savings Account Fund as a fiduciary fund type effective as of August 1, 2023.

Voting yes: Steve Olsen, Diane Hockett, Sarena Shivers, Theresa Saunders, Mary Jane Tramontin
Voting no: None.
Motion carried.

**NEW BUSINESS – Head Start Open competition Grant Application Contractor:**
Prior to board action, Executive Director of Early Childhood Programs Edward Manuszak addressed the board. Dr. Manuszak discussed the need for a grant-writing consultant to assist with the Head Start Open Competition Grant application.

Motion by Sarena Shivers, seconded by Steve Olsen, that the Board of Education authorize the administration to approve the contract with Kristin Hayes Consulting, in the amount of $19,500.00, as presented.

Voting yes: Steve Olsen, Diane Hockett, Sarena Shivers, Theresa Saunders, Mary Jane Tramontin
Voting no: None.
Motion carried.

NEW BUSINESS – Washtenaw County Office of Community and Economic Development Grant:
Prior to board action, Executive Director of Early Childhood Programs Manuszak addressed the board. He informed the board that the Early Childhood Department was approved for funding through the Washtenaw County Board of Commissioner’s Resolution 23-053 to address the housing/eviction crisis and human service provider funding gap. Bridge funding will be a two-year grant cycle and our agency has been funded $90,000.00 per year for two years.

Motion by Steve Olsen, seconded by Theresa Saunders, that the Board of Education authorize the administration to approve the grant contract with Washtenaw County Office of Community and Economic Development, in the amount of $90,000.00 each year, for two years, as presented.

Voting yes: Steve Olsen, Diane Hockett, Sarena Shivers, Theresa Saunders, Mary Jane Tramontin
Voting no: None.
Motion carried.

ADJOURNMENT
The meeting was adjourned at 5:36 p.m.

Respectfully submitted,

Theresa Saunders, Secretary
Washtenaw ISD Board of Education
MEMORANDUM

DATE: 07/20/2023

TO: Cassandra Harmon-Higgins  
Executive Director of Human Resources and Legal Services

FROM: Michelle Pogliano  
Early Intervention Supervisor

RE: New Hire Recommendation – Early Intervention Teacher

I would like to recommend Julie Angeli for the position of Early Intervention Teacher. Julie holds Master’s in Communication Disorders with a ZA endorsement. She has worked in early childhood for 18 years supporting children in a variety of classroom environments. If approved by the Board, Julie would be a Unit II employee starting at a MA Step 15 based on her credentials and years of experience with an annual salary of $88,823.

Thank you and please let me know if you require additional information
**Julie Angeli**

**OBJECTIVE**

To be employed as an Early Childhood Teacher for the Early Intervention department of the WISD

**PROFESSIONAL EXPERIENCE**

2005 to present Ann Arbor Public Schools

2016 to 2023 Ann Arbor Public Schools

**ECSE Teacher Consultant to General Education Classroom Teachers in the Community and to AAPS Early Childhood Classrooms**

- Consulted with and coached GE teachers on developing strategies to meet student needs (communication, participation, social interaction etc)
- Co-taught HS/GSRP classrooms with GE teachers, designed lessons around social-emotional skill growth
- Met with families via zoom using the coaching model by Rush and Shelden to address their child’s needs and IEP goals
- Prioritized relationship building with all families and staff to promote the best outcome for children
- Member of the Preschool Assessment Team during the 2020/2021 school year, completed initial evaluations using standardized tests, wrote MET reports, completed Medicaid paperwork, wrote Individualized Education Plans
- Created individual student visual schedules, classroom sets of visual supports
- Wrote over sixty-five social stories to address general classroom and child specific needs
- Co-wrote behavior plans with Social Workers and classroom teams
- Provided parents with information and support as they became their child’s educational advocate

2005 to 2016 Ann Arbor Public Schools

**ECSE classroom teacher for AAPS**

- Designed daily classroom lessons addressing IEP goals (language, fine motor, gross motor, social, engagement etc) for children with eligibilities of VI, OH, ECDD, SLI, CI and ASD
- Facilitated classroom ECSE team meetings with PT, OT, SLP and SW
- Designed school to home communication systems for classroom and individuals
- Worked with students with communication devices, tracheotomies, colostomies, seizure disorders, severe allergies, and adaptive equipment
- Served on building Equity team, led numerous staff professional development sessions
- Coordinated building purchase of classroom book sets for ECSE classrooms over 3 years
- Created ECSE classroom report cards based on TS GOLD
1993 to 2005 Warren Woods Public Schools

Public School Speech and Language Pathologist

- Provided speech and language therapy for students preschool thru 5th grade with language, articulation, and fluency disorders
- Administered standardized communication assessments with preschool and elementary aged children, wrote evaluation reports, completed Medicaid paperwork, wrote Individualized Education Plans
- Co-taught a functional language program with the teacher of the Cognitively Impaired within the classroom
- Researched and coordinated the purchasing of FM Sound Field Systems for classrooms, served as Contact Person with companies
- Co-Chaired the NCA Writing Task Team for Westwood Elementary School

AWARDS RECEIVED

Awarded Warren Woods Outstanding Teacher of the Year 2005


Developed District Wide Early Intervention Program for At-Risk kindergarten Students which won two state wide awards: Michigan School Boards Education Excellence Award 2000 and Program of the Year Award by Michigan Speech, Language And Hearing Association 2000

EDUCATION

1988-1993 Central Michigan University
2000-2004 Saginaw Valley State University

M.A. Communication Disorders
B.A.A. Magna Cum Laude, Communication Disorders
Professional Education Certificate
  Elementary K-5 All Subjects
  Early Childhood Education Endorsement
  Speech and Language Impairment K-12
DATE: July 14, 2023

TO: Cassandra Harmon-Higgins
    Executive Director of Human Resources and Legal Services

FROM: Melissa Paschall, Special Education Principal

RE: New Hire Recommendation – Tara Cote – Teacher Consultant/Visually Impaired

I would like to recommend Tara Cote for employment as a Teacher Consultant for students with Visual Impairments (TCVI). Tara Cote is a graduate of Western University. Tara Cote is currently employed as a TCVI Macomb Intermediate School District. If approved by the Board, Tara Cote’s salary will be $88,823 Step 15 MA Unit 2. All other fringe benefits are set forth in the Unit 2 contract.

Please let me know if you require additional information.
Tara Cote

OBJECTIVE
To obtain a dynamic position working with children who are blind or visually impaired.

EDUCATION

Bachelor of Science in Special Education, April 2005 GPA: 3.48
Western Michigan University, Kalamazoo, Michigan
Major: Special Education for the Learning Disabled and Emotionally Impaired
Minor: English

Master of Arts in Orientation & Mobility for Children, April 2011 GPA: 3.83
Western Michigan University, Kalamazoo, Michigan
Masters of Arts in Teaching Children with Visual Impairments, December 2019 GPA 3.84
Western Michigan University, Kalamazoo, Michigan

Michigan Professional Certificate:
K-12 special education, K-8 all subjects (self-contained classroom), K-5 all subjects, 6-8 English
Certified Orientation and Mobility Specialist (COMS)
Academy for Certification of Vision Rehabilitation & Education

EXPERIENCE

Macomb Intermediate School District, Clinton Township, MI
Teacher Consultant for the Visually Impaired, October 2018-present
Provides support to local school districts on accommodations and adaptations of materials for students with visual impairments. Create and provide direct instruction to students who require large print and/or braille materials.

Howell Public Schools, Howell, MI
Resource Room Teacher, November 2005- October 2018
Case coordinator for students with various disabilities. Created and adapted lesson plans to reach students’ IEP behavioral and academic goals. Establish routines to capture instructional time, emphasizing highly engaging instructional activities. Collaborated with colleagues through co-teaching.

Devon Health Group, Ardmore, PA
Orientation and Mobility Specialist, September 2016- October 2019
Taught orientation and mobility skills to students with visual impairments attending school online. Worked with students in a variety of settings to help them reach their IEP goals and objectives.

Private Vendor for the State of Michigan
Orientation and Mobility Specialist, June 2014- 2020
Instructed adults with visual impairments on orientation and mobility skills. Worked with clients in a variety of settings to help them gain the skills they needed in order to be successful and independent in their daily life.

Macomb Intermediate School District, Clinton Township, MI
Intern, October 2018- October 2019
Created materials and provided instruction to students requiring large print and braille. Conducted Functional Visual
Assessments and Learning Media Assessments to assess students' needs.

Flint Community Schools, Flint MI  
Intern, September 2010-April 2011  
Worked with students who were visually impaired in the school and community settings. Assessed their travel needs and taught them the skills they needed to travel independently.

O’Connell, Farmington Public Schools, Farmington, MI  
Special Education Teacher, May 2005- November 2005  
Instructed students in a self-contained emotionally impaired classroom at Sarah Fisher St. Vincent Foster Care until the program closed. Created and implemented individualized plans to address students’ unique needs.

Lake Center Elementary, Portage Public Schools, Portage, MI  
Intern Teacher, January-April 2005  
Used a variety of instructional strategies to teach all content areas to 23 third grade students. Regularly integrated inquiry-based, hands-on activities requiring critical thinking skills.

Patrick Henry Elementary, DODOES, Heidelberg, Germany  
Intern Teacher, August-December 2004  
Assumed all responsibilities in teaching students with an array of disabilities. Created and maintained lesson plans to reach students’ IEP’s behavioral and academic goals and objectives. Collaborated with colleagues through co-teaching.

RELATED EXPERIENCE

Small Hands, Big Hearts, Brighton MI  
Volunteer, May 2016- Present  
Working with children in the community on various community service projects.

Howell Public Schools, Howell, MI  
Student Council Advisor, October 2015- 2018  
Serving as a liaison to support student council activities and to help foster a positive school community.

Portage Public Schools, Portage, MI  
Substitute Teacher, January 2004-June 2004  
Provided instruction in the absence of the regular teacher.

Dorothy McGinnis Reading Clinic, WMU, Kalamazoo, MI  
Reading Tutor, Summer 2003  
Conducted individual assessments and reading instruction of risk students.

CERTIFICATES OF ACHIEVEMENTS

<table>
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<th>Certificate</th>
<th>Date</th>
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 DATE: May 24, 2023

TO: Cassandra Harmon-Higgins
Executive Director of Human Resources and Legal Services

FROM: Melissa Paschall, Special Education Principal

RE: New Hire Recommendation – Melissa Krzysik – ASD Teacher Assistant

I would like to recommend Melissa Krzysik for employment as a Teacher Assistant in the ASD program. Melissa Krzysik received her master degree through Arizona State University. Melissa Krzysik is currently employed at High Point as an ASD Teacher Assistant. If approved by the Board, Melissa Krzysik salary will be $30,492 Step 3 Highly Qualified pending a transcript review. All other fringe benefits are set forth in the Unit 1 contract.

Please let me know if you require additional information.
Objective
Seeking to continue as a Registered Behavior Technician to enhance the learning opportunities of students with special needs.

Education
MA | 2022 | Arizona State University
· Special Education (Applied Behavior Analysis)

BA | 1999 | University of Michigan
· Major: Psychology

Work Experience
Registered Behavior Technician/ Teacher Assistant
Washtenaw Intermediate School District (Soliant) | Ann Arbor, MI 2022-
· Utilized ABA techniques to facilitate acquisition skills and mitigate barriers to learning within a center-based classroom with autistic students

Registered Behavior Technician
Acorn Health | Ann Arbor, MI 2020-2022
· Implemented evidence-based procedures to teach skills and execute behavior modification plans under the supervision of a BCBA
· Trained new technicians on ABA techniques
· Communicated daily progress and developments to parents and caregivers

Substitute Teacher
Chelsea School District, Chelsea, MI | 2018-2020
· Focused on grades K-5

Community Advocate and Intake Coordinator
Accredo Health | Chantilly, VA | 2006-2008
· Served as a patient intake coordinator for a service-oriented specialty pharmacy
· Contacted referring physicians to verify needs and fulfill documentation requirements
· Initial contact for patients to introduce and discuss Accredo’s services
· Coordinated and assisted support groups for patients with rare and chronic diseases
· Conducted phone interviews with patients to assess well-being

Case manager
Wedgewood Christian Services | Ann Arbor, MI | 2004-2005
· Provided case management services to foster children, their biological families and foster families
· Coordinated therapy services, court meetings, parent-child sessions

Volunteer Work
· Member of Chelsea Music Boosters for the Chelsea School District
· Boy Scout Troop 476 Committee Chair
DATE: 7-26-23

TO: Cassandra Harmon-Higgins
    Executive Director of Human Resources and Legal Services

FROM: Rebekah Ralls
      Supervisor – SE Young Adult Services.

RE: New Hire Recommendation – Teaching Assistant, A2YA Transition Out-Center

I would like to recommend Kenneth Nao for the teaching assistant position in the A2YA Transition Program. Kenneth has experience working with students with disabilities through his employment as a bus aide with Durham Transportation and through his relationship with his brother who is cognitively impaired. His responses to interview questions demonstrated that he is a good candidate for this position.

If approved by the Board, Kenneth Nao’s salary will be Step 2, $28,141. All other fringe benefits are set forth in the Unit I contract.

Please let me know if you require additional information.
Kenneth M. Nao

- Applying for Special Education Teaching Assistant position
- Enjoy meeting and working with special education students, helping them progress with their life skills

Education
Michigan State University
Bachelor's Degree: Media & Info., Interactive Media
Honors: Phi Sigma Theta Honor Society  Spring 2014

Work Experience
Assisted Eric (younger brother with down syndrome) with Zoom Schoolwork  Spring 2020 - Spring 2022
- Eric was in the Liberty Young Adult program, headed by Jamie Spaulding
- Participated in class activities
- Assisted Eric with logging onto zoom and class interaction

Durham Transportation School Bus Monitor  September 2023 - Now
- Making sure the students arrive at their destination safely
- Making sure that students stay secure and comfortable in their seats
- Communicating with students to help them have an enjoyable trip
- Communicating with teachers and parents to grasp a better understanding of the students who are riding the bus

Kroger e-Commerce Clerk  May 2020 - February 2021
- Assisted other departments and acted as shift lead
• Put together and checked out orders for customers coming to pick up their groceries
• Processed payments of customers' orders
• Assisted customers in store and through telephone with any inquiries
• Cleaned and closed work station at the end of the day

**MSU Media Camp**
*July 2017 & June/July 2018*

• Camp counselor and overnight chaperone
• Watched over high school and middle school grade campers
• Set up and participated in camp activities
• Assisted campers with their digital projects (game design & digital art)
• Assisted parents and campers with direct concerns

**Server, Brody Dining Hall**
*August 2015 - October 2015*

• Served food to students
• Set up work station at beginning of the shift and cleaned up at the end of the shift

**Package Handler, FedEx**
*June 2013 - August 2013*

• Load and unload packages onto delivery vehicles, conveyor system carts and load gratings
• Counted, Weighed and recorded number of units moved or handled on production sheet

**Social work, Volunteer English Tutor Program**
*Spring 2015*

• Helped improve an international student’s English speaking ability
• Worked on conversational skills, and confidence building
MEMORANDUM

DATE: 07/25/2023

TO: Cassandra Harmon-Higgins
    Executive Director of Human Resources and Legal Services

FROM: Michelle Pogliano
      Early Intervention Supervisor

RE: New Hire Recommendation – Early Intervention Physical Therapist

I would like to recommend Sara Roskovensky for the position of Early Intervention Physical Therapist. Sara holds a Doctorate in Physical Therapy and has been a Physical Therapist for 11 years. She has extensive experience with inpatient acute care as well as pediatric acute care. If approved by the Board, Sara would be a Unit II employee starting at a PhD Step 12 (annual salary of $92,428) based on her years of experience.

Thank you and please let me know if you require additional information.
Sara Roskovensky, PT, DPT

Education

Walsh University North Canton, Ohio
Doctorate of Physical Therapy 2012
Bachelors of Science – Biology Major, Psychology Minor 2009

Professional Experience

- Michigan Medicine – Physical Therapist, June 2012 - Present
  - C.S. Mott Children’s Hospital – Acute Pediatric Physical Therapy Team
    - June 2015 - Present
      - Evaluation and treatment of the pediatric population ages 0-21, including: congenital disorders, multi-traumas, post orthopedic surgeries, etc
      - Training in all units, including: Neonatal ICU, Pediatric ICU, Pediatric Cardiovascular ICU, Hematology/Oncology, Stable Ventilator Unit, General Pediatric Care
  - University Hospital – Cardiovascular Acute Care Physical Therapy Team
      - Evaluation and treatment of pre and post surgical cardiac patients including: heart transplant, lung transplant, post-VAD, etc
  - University Hospital – Medical/Surgical Acute Care Physical Therapy Team
    - October 2014 – September 2014
      - Evaluation and treatment on a collection of acute care units including: neurology, surgical ICU, hematology/oncology, general medical
  - Burlington Spine Program – Outpatient Orthopedic Physical Therapy Team
    - June 2013 – January 2014
      - Evaluation of the outpatient orthopedic population primarily with cervical, thoracic and/or lumbar pain, incorporating mainly manual therapy based treatment
  - University Hospital – Adult Inpatient Rehabilitation Physical Therapy Team
    - October 2012 – May 2013
      - Evaluation and intense level of treatment for a variety of neurological patients with diagnoses including: CVA, TBI, SCI, multi-traumas, etc.

Licensure/Certifications/Courses

Michigan State Physical Therapy License No. 5501015941 2012 – present
APTA Certified Clinical Instructor March 2014
Attended IV Step Conference July 2016
Certified Child Passenger Safety Technician April 2018
Specialty Car Seat Trained August 2018
If You Can’t Breathe, You Can’t Function April 2019
Johns Hopkins Critical Care Rehabilitation Conference November 2022

Publications/Presentations


References available upon request

Revised 6/18/23

Packet page 23 of 64
DATE: 06/23/2023

TO: Cassandra Harmon-Higgins  
Executive Director of Human Resources and Legal Services

FROM: Michelle Pogliano  
Early Intervention Supervisor

RE: New Hire Recommendation – Early Intervention Teacher

I would like to recommend Ann Stalhandske for the position of Early Intervention Teacher. Ann holds Master’s in Early Childhood Education with a ZS. She has worked in early childhood for 9 years supporting children 0-5 in a variety of settings. Ann currently is working in Ann Arbor Public Schools’ Early On program. If approved by the Board, Ann would be a Unit II employee starting at a MA+30 Step 9 based on her years of experience with an annual salary of $80,612.

Thank you and please let me know if you require additional information
**Washtenaw Intermediate School District Online Application**

**Stalhandske, Ann**  
**Date Submitted: 6/12/2023**

### Personal Data

<table>
<thead>
<tr>
<th>Name:</th>
<th>Ann M Stalhandske</th>
</tr>
</thead>
<tbody>
<tr>
<td>(First)</td>
<td>M</td>
</tr>
<tr>
<td>(Middle Initial)</td>
<td>Stalhandske</td>
</tr>
<tr>
<td>(Last)</td>
<td></td>
</tr>
</tbody>
</table>

**Other name(s) under which transcripts, certificates, and former applications may be listed:**

<table>
<thead>
<tr>
<th>Other:</th>
<th>Ann M Mclaughlin</th>
</tr>
</thead>
<tbody>
<tr>
<td>(First)</td>
<td>M</td>
</tr>
<tr>
<td>(Middle Initial)</td>
<td>Mclaughlin</td>
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<tr>
<td>(Last)</td>
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</table>

**Email Address:**

Annstalhandske@yahoo.com

### Postal Address

<table>
<thead>
<tr>
<th>Permanent Address</th>
<th>Present Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number &amp; Street:</td>
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</tr>
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<tr>
<td>Daytime Phone:</td>
<td>Phone Number:</td>
</tr>
<tr>
<td>Home/Cell Phone:</td>
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### Employment Desired

**Open Vacancy Desired:**

<table>
<thead>
<tr>
<th>JobID: 1268</th>
<th>Early On/Head Start: Early-On Unit II Positions at Teaching and Learning Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Last Submitted</td>
<td>6/12/2023</td>
</tr>
<tr>
<td>Experience in Similar Positions</td>
<td>22 years</td>
</tr>
</tbody>
</table>

### Equal Opportunity Employer

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, sex, age, color, national origin, religion or handicap in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and federal regulations.

### Legal Information

Please note: Applicants are not obligated to disclose sealed or expunged records of conviction or arrest.

| Are you eligible to work in the United States? | Yes |
| Have you ever been convicted of a criminal offense other than a minor traffic violation? | No |
| If yes, explain, giving dates: | |
| Have you ever had any indicated finding of child abuse filed in your name? | No |
| If yes, explain, giving dates: | |
| Does your name appear on any Sex Offender Database in any state or country? | No |
Applicant’s Acknowledgement and Agreement.

By agreeing online, candidate authorizes the school district to conduct an investigation of candidate pursuant to The School Code to determine whether candidate has been convicted of any criminal or drug offenses as set forth in such statute, and, upon request, agrees to execute an investigation authorization form as a condition for candidate’s employment. The School Code also stipulates that the School District perform a check on the Statewide Sex Offender Database. Candidate may not be employed unless such investigations have been initiated.

I certify that the information given by me in this application is true in all respects, and I agree that if the information given is found to be false in any way, it shall be considered sufficient cause for denial of employment or discharge. I authorize the use of any information in the application to verify my statement, and I authorize past employers, all references and any other person to answer all questions asked concerning my ability, character, reputation, and previous employment record. I release all such persons from any liability or damages on account of having furnished such information.

Ann M Stalhandske

Experience

Please list ALL relevant work experience beginning with the most recent.

<table>
<thead>
<tr>
<th>Current or Most Recent Position</th>
<th>Employer Contact Information</th>
<th>Supervisor/Reference Contact Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ann Arbor Public Schools</td>
<td>2775 Boardwalk</td>
<td>Last Annual Salary:</td>
</tr>
<tr>
<td>Early Childhood Special Education Teacher / Early On</td>
<td>Ann Arbor, Mi 48104</td>
<td>75,900</td>
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<tr>
<td>Date From - Date To:</td>
<td>Full or Part Time:</td>
<td>Full</td>
</tr>
<tr>
<td>10/2017 - 06/2023</td>
<td>Full Annual Salary:</td>
<td>75,900</td>
</tr>
<tr>
<td>Reason for Leaving:</td>
<td>salary for 7/1/2023 with scheduled step increases</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous Position Held</th>
<th>Employer Contact Information</th>
<th>Supervisor/Reference Contact Information</th>
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</thead>
<tbody>
<tr>
<td>Ann Arbor Public Schools</td>
<td>2775 Broadwalk</td>
<td>Last Annual Salary:</td>
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<tr>
<td>Early On Provider Part C / Parent Educator, PAT /First Steps</td>
<td>Ann Arbor, Mi 48103</td>
<td>75,900</td>
</tr>
<tr>
<td>Date From - Date To:</td>
<td>Full or Part Time:</td>
<td>Full</td>
</tr>
<tr>
<td>05/2001 - 09/2017</td>
<td>Full Annual Salary:</td>
<td>75,900</td>
</tr>
<tr>
<td>Reason for Leaving:</td>
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<td></td>
</tr>
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</table>

Education

Please tell us about your educational background beginning with the most recent.

<table>
<thead>
<tr>
<th>High School Attended:</th>
<th>Graduation Status:</th>
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</thead>
<tbody>
<tr>
<td>Marist Convent, England</td>
<td>H.S. Diploma</td>
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</table>
Internal Candidate

Colleges, Universities and Technical Schools Attended:

<table>
<thead>
<tr>
<th>Name and location</th>
<th>Major area of study and number of semester hours</th>
<th>Minor area of study and number of semester hours</th>
<th>Degree</th>
<th>Date Conferred or Expected</th>
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<tbody>
<tr>
<td>Eastern Michigan University</td>
<td>Education Hrs: 40</td>
<td>Hrs:</td>
<td>Masters of Arts</td>
<td>04/1991</td>
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</tbody>
</table>

Number of graduate hours beyond your highest degree: 21

Grad Program Of Study

Education, Early Childhood, Special Education

List honors, awards or distinctions you have earned:

Certification

Do you hold National Board for Professional Teaching Standards certification? Yes

Do you hold or anticipate a Michigan certificate? Yes

Certificate is held Michigan Certification System

<table>
<thead>
<tr>
<th>Type</th>
<th>Certificate Number</th>
<th>Expiration Date</th>
<th>Status</th>
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<tbody>
<tr>
<td>K - 12 Certification (Sp.Ed. - Special Education)</td>
<td>CC-828AG0039220</td>
<td>06/30/2025</td>
<td>Current</td>
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</table>

Please list any other endorsements and/or verifications documented on your Certificate(s):

Early Childhood, PK - General and Special Education

Do you hold a current out-of-state certificate? No

State

<table>
<thead>
<tr>
<th>Type</th>
<th>Certificate Number</th>
<th>Expiration Date</th>
<th>Current?</th>
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</thead>
<tbody>
<tr>
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</table>

List your out-of-state certified teaching/administration fields:

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

Transferring from the Ann Arbor Early On program

Language Skills

Do you know any language other than English? No
Professional References

<table>
<thead>
<tr>
<th>Name:</th>
<th>Reference 1 of 3</th>
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</thead>
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<td>Relationship to Candidate:</td>
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<td></td>
</tr>
<tr>
<td>Years Known:</td>
<td></td>
<td></td>
</tr>
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</table>

Referrals

How did you hear about employment with us?

District Employee

Legal Information

* EMPLOYMENT, OTHER THAN TEMPORARY, IS CONTINGENT upon successfully completing a post-offer, pre-hire physical examination and screening for illegal substances, at WISD expense. I agree

I here by certify that the facts set forth in the above employment application are true and complete to the best of my knowledge. I understand that, if employed, falsified statements on the application shall be considered sufficient cause for dismissal. I here by permit Washenaw Intermediate School District to obtain any information from previous employers or others without written notice to me and without liability arising therefrom. I also understand that I shall not become an employee until I have met employment eligibility as required by Immigration and Naturalization Service Form I-9.

* ADVISORY: In accordance with Public Act 96 of the Public Acts of 1995, it is a criminal misdemeanor to use a suspended, surrendered, revoked, nullified, fraudulently obtained, altered or forged teaching certificate, school administrator certificate, other State Board of Education approval, or a certificate or approval of another person for the purpose of obtaining employment. I have not been convicted of, or pled guilty or nolo contendere (no contest) to any crimes.

Pursuant to Public Act 68 of 1993 and public Act 83 of 1995, I, Ann Stalhandske, represent that (select one):
### Legal Information continued

I understand and agree that pursuant to Public Act 68 of 1993 and Public Act 83 of 1995:

1) the Board of Education of the Washtenaw Intermediate School District must request a criminal history check on me from the Central Records Division of the Michigan Department of State Police and the Federal Bureau of Investigation (FBI);

2) until that report is received and reviewed by the school district, I am regarded as a conditional employee; and

3) if the report received from the Michigan Department of State Police or the FBI is not the same as my representation(s) above respecting either the absence of any conviction(s) or any crimes of which I have been convicted, my employment contract is voidable at the option of the school district.

The cost of a Criminal Background Check for the State of Michigan and FBI is $69 at Washtenaw ISD.

| Fingerprint results on file at another Michigan School District | Yes |
DATE: July 5, 2023

TO: WISD Board of Education

CC: Naomi Norman, Superintendent
    Cassandra Harmon-Higgins, ESQ, Executive Director of Human Resources & Legal Services
    Edward Manuszak, Executive Director of Early Childhood

FROM: Alicia Kruk, Supervisor

SUBJECT: Recommendation to Hire Alicia Velasco-Romo

I am submitting for board approval the recommendation to hire Alicia Velasco-Romo for the position of Bilingual Home Visitor (Spanish) for the Early Head Start program.

Alicia has an associate degree in psychology and sociology from Washtenaw Community College. She has direct experience working with families with young children through a volunteer position at Safe House. She spent time working with and interviewing parents who have been victims of domestic violence, as well as spending time working in the playroom with young children. She provided a safe space for children who have experienced trauma and worked with a team to do some play-based therapy. Alicia spoke of the value of being able to provide services in a family's native language, and the ability to build closer relationships with families. She has expressed her desire to work for an agency that prioritizes equity, inclusion and social justice. As an immigrant herself, Alicia has firsthand experience in navigating the various barriers faced by many of the families we serve.

Alicia will receive additional training, through a compliance plan, to meet the requirements of the Early Head Start home visitor position by completing additional training to obtain the Head Start requirement of a CDA. The Home Visitor position is in the process of being added to the Unit 1 bargaining agreement, currently the salary scale has not been added to the agreement, therefore, I am recommending that Alicia Velasco-Romo be placed at GR2 Step 1 of the Early Childhood Non-Affiliated pay scale with an 8% bilingual stipend for an annual salary of $51,729.
Social Work Resume  Alicia Velasco-Romo

Contact

Related Skills

Bilingual Spanish (Fluent) ❖ Computer literacy in Google Drive and Microsoft ❖ Problem Solver ❖ Quick Learner ❖ Reliable ❖ Crisis Intervention ❖ Efficient Multi-tasker

Objective: The world is a better place, when we take action in being proactive with the causes we believe in. I want to contribute to the community that helped my family.

Lead Optician

Blink Eyecare –Canton, MI

August 2020 – Present

Provide patients with a timely, educated, engaging, and excellent experience in their optical healthcare.

Responsibilities include: working with medical instruments, insurance, styling, billing, ordering products, accounting, training, inventory, cleaning, answering the phone, scheduling, dispensing eyewear, contact lens classes, and staying up to date with eyewear products and technology.

Child Volunteer Work

SafeHouse Center – Ann Arbor, MI

September 2019 to March 2020

This volunteer position focuses on playing with kids to allow them to be kids, and showing them how to redirect their stress to good coping mechanisms. It is essential to be a good role model and to be present with the kids.

Responsibilities Include: Light cleaning, learning to talk to children with trauma, crisis intervention, de-escalate situations, and most importantly, being a good role model and encouraging children to be creative in healthy ways.

Response Team Volunteer Work

SafeHouse Center – Ann Arbor, MI

March 2017 to December 2020

The model here focuses on helping survivors of domestic and sexual abuse. It’s done through meeting or talking with survivors and providing information on resources, while listening and engaging in the empowerment ideals of Safe House.

Responsibilities include: Working with legal documents and officials; establishing connections with
Survivors by providing information about their resources, crisis intervention, and meeting with them in hospitals or jail settings to offer support, and advocacy.

**Server/Waitress**

Maiz Mexican Cantina – Ypsilanti, MI

July 2014 to August 2020; April 2021–August 2021

The goal is to serve fresh food, in a timely manner, with friendly service. My role included being a team player, multi-tasking, staying organized and calm in a high-volume place. Most importantly, engaging with guests to build clientele.

**Education**

Associate in Liberal Arts
Washtenaw Community College –Ann Arbor, MI 2019

**Related Coursework:**

- Introduction to Psychology
- Drugs, Society, and Human Behavior
- Race and Ethnic Relations
- Juvenile Delinquency
- Social Problems
MEMORANDUM

DATE: 7/25/2023

TO: Cassandra Harmon-Higgins
Executive Director of Human Resources and Legal Services

FROM: Michelle Pogliano
Early Intervention Supervisor

RE: New Hire Recommendation – Early On Social Worker

I would like to recommend Rebecca Wiersma for the position of Early On Social Worker. Rebecca holds a Ph.D in Social Work as well as an Infant-Mental Health Graduate Certificate. and has been a practicing social worker for 12 years along with 10 years teaching in higher education. If approved by the Board, Rebecca would be a Unit II employee starting at a Ph.D Step 12 based on her years of experience with a salary of $90,616.

Thank you and please let me know if you require additional information.
Rebecca A. Wiersma Ph.D., LMSW

Education:

2010  PhD, School of Social Work, Wayne State University, Detroit, Michigan
Dissertation: Children’s Adaptive Psychological Functioning in the Face of Adversity

2003  Graduate Certificate in Infant Mental Health, Merrill Palmer Institute/Wayne State University, Detroit, Michigan

2002  M.S.W., School of Social Work, Wayne State University, Detroit, Michigan

1999  B.A., Department of Social Work, Michigan State University, East Lansing, Michigan

Licensure:

Michigan: Master’s Social Worker Clinical License (License Number: 6801088916)

Employment:

School/Clinical Positions:

2022 – Present  School Social Worker, Allen Elementary School
Ann Arbor, Michigan 48104
Provide services to students that need support with social/emotional challenges that impact their progress in the general education setting; consult and collaborate with other school personnel to gather and provide information on a case; develop and monitor positive behavior plans; plan and facilitate a PALS group; and maintain all daily and periodic reports pertaining to delivery of services

2007 – 2013  Contractual Therapist, The Guidance Center
Southgate, Michigan 48195
Provided individual and family therapy; diagnosed clients using the DSM-IV-TR; provided assessment, treatment planning, treatment, referrals, and emergency crisis intervention services; and maintained all daily and periodic clinical reports pertaining to diagnosis, treatment and delivery of services

2003 – 2007  Mental Health Professional, Southwestern Mental Health Center
National Health Service Corps
Pipestone, Minnesota 56164
Member of the National Health Service Corps - primary goal is to provide specialized services to underserved populations residing in rural areas; created and marketed the Infant Mental Health Program offered in two counties and obtained funding for startup costs; provided individual, group, and family psychotherapy, conducted Head Start observations, and provided emergency/crisis intervention services

2002 – 2003  Adult Therapist, Community Care Services
Belleville, Michigan 48111
Provided individual, group, and family psychotherapy

**Teaching Positions:**

**2016 – 2022**

*Clinical Instructor*, Social Work Program, Michigan State University
East Lansing, MI 48824

*Non-Instructional Position: MSW Field Program Coordinator* ~ administratively responsible for the coordinating and overseeing the day-to-day operations of the Oakland, Mid-MI, and Flint field education program sites, developed and maintained sufficient pool of agency placement sites, reviewed and implemented procedures for assessing readiness of students for field education, placed students, and monitored the procedures and systems for tracking students, submitted student final grades to the school’s internal review process, assisted in developing solutions for problems that may interfere with the successful completion of field education, and assisted in the coordination of student field orientation seminars, field instructor orientations, etc.; and was a site visitor for CSWE

**2012 – 2016**

*Associate Professor, Social Work Program, Madonna University*
Livonia, MI 48150
Courses: Practice I: Individuals, Practice II: Groups & Families, Social Welfare & Policy, Research Methods, Tools for Success, and Human Behavior in the Social Environment

*Non-Instructional Position: Coordinator, Gaylord Distance Learning Program* ~ oversaw program implementation (e.g., budget, approve requisitions, submit budget justification annually, recruit & select students for program, advise students, reserve classrooms, coordinate adjunct & site facilitator’s schedules, apprise community college faculty/staff of changes to curriculum & program, develop articulation agreements; assist the field liaison as needed; and develop ongoing relationships with social service agencies for recruitment purposes, etc.); member of many multidisciplinary committees

**2011 – 2012**

*Assistant Professor, Department of Social Work, Defiance College*
Defiance, Ohio 43512

**2010 – 2011**

*Adjunct Faculty, School of Social Work, Wayne State University*
Detroit, Michigan 48202
Courses: Methods of Social Work Practice (MSW program), Introduction to Child Welfare (BSW/MSW program), and Social Work Practice with Micro, Mezzo, & Macro Systems (MSW program)
Non-Instructional Position: Coordinator and Lead Mentor for Learning Community (LC) ~ recruited pre-social work students for LC, reviewed application materials, selected members for the LC, mentored, oversaw program implementation, and collected statistics for future evaluation
DATE: July 12, 2023

TO: Cassandra Harmon-Higgins
   Executive Director of Human Resources and Legal Services

FROM: Melissa Paschall, Special Education Principal

RE: New Hire Recommendation – Mary Wood – Flex Teacher

I would like to recommend Mary Wood for employment as a Flex Teacher. Ms. Wood is a graduate of Baker College. Mary Wood is currently employed as a substitute teacher. If approved by the Board, Mary Wood’s salary will be $72,280 BA step 13. All other fringe benefits are set forth in the Unit II contract.

Please let me know if you require additional information.
MARY WOOD

“Mary is a friend to her students but at the same time demands their respect. She is able to be firm but friendly and approachable. She is a true gem! Please consider Mary for a position at your school.”

Ellen Pemoda
Former coworker

Experience

Long-Term Substitute Teacher 2022-Present
I currently teach one on one along with a TA at the TLC building at Washtenaw Intermediate School District through Gifted Healthcare as a contract employee; I am teaching social skills and some academics to my charge in an effort for him to become a stable student who is able to transfer to a traditional classroom environment.

Literacy Coach/Tutor — 2021-Present
I currently network with schools, families and organizations in the community, building literacy programs to help students learn to lead through hand on opportunities to serve in their own home, neighborhoods and community. Teaching in a mentoring style. Realizing we can’t teach them until we can reach them.

Teacher/Lab Instructor — 2016-2021
This position is similar to a classroom teacher, responsibilities include, creating assignments called projects that are cross curricular giving students the ability to earn standards across the curriculum.

Social Studies Teacher Secondary — 2009-2015
I worked for 6 years at daVinci High School, teaching Social Studies, English, Seminar, Study Skills & Learning Intensives

Nanny ~ Tripp’s Auto Shop~ 2001-2004
Prepared education activities, outdoor gardening, meals and outdoor field trips, cooked, cleaned and traveled with family to care for minor children.

Youth Specialist ~ CP Federal Credit Union 2000-2001
Taught children how to save and handle money, helped train students to run credit unions in their school, gave presentations, and maintained accounting membership.

Education Specialist ~ Junior Achievement — 1999-2002
Worked as a VISTA*Volunteer in the community, collaborate and learn how to work with various 501C3 organizations striving to address the needs in the community. Partnered with Juvenile Justice Coalition, United Way and others to bring Full Circle to fruition resulting in data collection- I helped discover needs we had in Jackson with families, poverty, incarceration, and brought Marriage Matters to Jackson to help address the pressing needs of high divorce rate.
Education-
Baker College — 2009– Bachelors of Education, Social Studies RX, English BA
Spring Arbor University— Literacy Training Secondary Education 2017
Baker College—— 1999- Business/Marketing Associate's Degree

Skills -
- I believe in people and perhaps my greatest asset is seeing potential in people who struggle with self worth and value
- I find joy in helping students see their qualities even when they may not.
- I enjoy working with people
- I’m willing to learn and work well with others
- Believe in the 7 Habits of Highly Effective People- practice in my classroom along with my life
- Very creative
- Can do spirit!
Washtenaw ISD Position Change / Upgrade Form

The supervisor of the position should complete and sign this form if you are anticipating an upgrade/reclassification, title/duties change and/or a salary/market increase for the position. Please note that the final decision on classification of the subject position will be made by the Executive Cabinet and the Superintendent.

Change Recommended
Please select all that apply

- Position change
- Salary Level/Wage
- Location
- **FTE**
- Bargaining Unit
- Work days
- Account Split
- Other

Employee Name:
Please enter the employee name, incumbent name, or "Vacant"

```
Vacant
```

Department
Special Education Department

---

Supervisor
Chandra L. Dumas

Current Position Title
Behavior Specialist

Current Position Number
29.00.219.06

Current Bargaining Unit
Unit II

Current Pay Rate/Salary Level
70,072 MA t

Recommended Pay Rate/Salary Level
70,072

Current FTE
0.5

Recommended FTE
1

Current Number of Work Days
185

Recommended Number of Work Days
185

Should the Current Position Remain?
- **Remain**
- Delete

Current Account 1
29.1219.1290.076.0000.07487.2009

Current Account 1 Split
100

Current Account 2
22.1219.1290.076.0000.07847.2009

Current Account 2 Split
100

Recommended Account 1
22.1219.1290.076.0000.07847.2009

Recommended Account 1 Split
100

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Packet page 40 of 64
Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Recommended Account 4

Recommended Account 4 Split

Current Location
Worksite/Desk Location
Red Oak Rm 206

Rational for Position Change
Briefly explain how this position has changed, giving concrete examples of the changes
Full time Behavior specialist needed to support students who are impacted by their disability.

Effective Date
Date new duties were assigned or changes made
08/21/2023

List Positions/Employees Performing Similar Work
Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents
Ndambi Gillespie Katlyn Vannater

Department Head Comments
Department Head
Cherie Vannatter 07/26/2023

Finance Approval
 Approve
 Adjust, See Comments

Finance Comments
Finance
SAP 07/28/2023

Human Resources Comments
Human Resources / Executive Admin Review
CD Harmon-Higgins 07/27/2023

Superintendent Comments
Superintendent
Naomi Norman 07/30/2023

Placement per Unit I CBA

Human Resources Approval
 Approve
 Adjust, See Comments

Superintendent
Naomi Norman 07/30/2023
DATE: August 15, 2023

TO: Naomi Norman, Superintendent
    Members of the WISD Board of Education

FROM: Cassandra D. Harmon-Higgins, Esq.
      Executive Director of Human Resources and Legal Services

RE: Resignation Notification

Attached please find Ms. EunJeong Lee’s letter of resignation, effective August 11, 2023. Ms. Lee has been employed with the WISD since April 4, 2022, first as a Office Professional in Event Services and most recently the Program Assistant for the Children’s Savings Account.

The Administration recommends that the Board accept Ms. Lee’s letter of resignation. We wish her well in her future endeavors.

Enclosure

cc: Cherie Vannatter, Deputy Superintendent
    Brian Marcel, Associate Superintendent
    File
Eun Jeong Lee (Bonnie)

7/25/2023
Sara Saylor
Children's Savings Account Coordinator
at WISD

Dear Sara,

Please accept this letter as notice of my resignation from the position of Children's Savings Account Program Assistant in Community & School Partnerships. My last day of employment will be 8/11/2023. I am starting a full time MBA program at The University of Michigan Stephen M. Ross School of Business in this fall 2023 to pursue my next career path. It has been a pleasure working at the Community & School Partnerships team and MyFutureFund program. One of the highlights of my career was launching My Future Fund to 9 districts and coordinating works and plans with the Advisory Group. Additionally, I greatly appreciated that WISD gave me abundant opportunities to learn new things. Throughout the last couple of months, I felt constantly encouraged to be more skillful not only professionally but also personally. I would like to help with the transition of my position duties so that services continue to function smoothly after my departure. I am available to help recruit and train my replacement, and I will ensure that all reporting and records are updated before my last day of work.

Sara, thank you again for the opportunity to work with you and commitment to this program together. I wish you and MyFutureFund all the best, and I look forward to staying in touch with you.

Sincerely,
Bonnie Lee.
DATE: August 15, 2023

TO: Naomi Norman, Superintendent
    Members of the WISD Board of Education

FROM: Cassandra D. Harmon-Higgins, Esq.
    Executive Director of Human Resources and Legal Services

RE: Resignation Notification

Attached please find Ms. Toni Miller's letter of resignation, effective August 11, 2023. Ms. Miller has been employed with the WISD since September 26, 2022, as a Teaching Assistant at High Point School.

The Administration recommends that the Board accept Ms. Miller’s letter of resignation. We wish her well in her future endeavors.

Enclosure

cc: Cherie Vannatter, Deputy Superintendent
    Brian Marcel, Associate Superintendent
    File
Hello,

My last official day, with the two weeks notice, would be August 11th.

Thank You.

Sent via the Samsung Galaxy A14 5G, an AT&T 5G smartphone
Get Outlook for Android

From: Nicole Hubler <nhubler@washtenawisd.org>
Sent: Tuesday, August 1, 2023 10:21:43 AM
To: Toni Miller <tmiller@washtenawisd.org>
Cc: Cassandra Harmon-Higgins <charmonhiggins@washtenawisd.org>; Cherie Vannatter <cvannatter@washtenawisd.org>; Deborah Hester-Washington <washington@washtenawisd.org>; Jennifer Parrelly <jparrelly@washtenawisd.org>; Melissa Paschall <mpaschall@washtenawisd.org>; Elizabeth Kutey <ekutey@washtenawisd.org>; Nancy Blair <nblair@washtenawisd.org>; Becky Mullins <BMULLINS@washtenawisd.org>
Subject: RE: Transfer Memo - T. Miller

Toni,
Thank you for letting us know. Please confirm your last day at the WISD so I can process accordingly.

Thank you

Nicole Hubler, Human Resources Specialist

Working remotely Tuesdays and Thursdays
Human Resources and Legal Services
Washtenaw Intermediate School District
1819 South Wagner Rd.
PO Box 1406
Ann Arbor, Michigan 48106-1406
Telephone: (734)994-8100 ext.1310
HR Fax: (734)994-1629

From: Toni Miller <tmiller@washtenawisd.org>
Sent: Monday, July 31, 2023 7:32 PM
To: Nicole Hubler <nhubler@washtenawisd.org>
Cc: Cassandra Harmon-Higgins <charmonhiggins@washtenawisd.org>; Cherie Vannatter <cvannatter@washtenawisd.org>; Deborah Hester-Washington <washington@washtenawisd.org>; Jennifer Parrelly <jparrelly@washtenawisd.org>; Melissa Paschall <mpaschall@washtenawisd.org>; Elizabeth Kutey <ekutey@washtenawisd.org>; Nancy Blair <nblair@washtenawisd.org>; Becky Mullins <BMULLINS@washtenawisd.org>
Subject: Re: Transfer Memo - T. Miller

Dear All,

I am writing to inform you that I will not be able to accept the Transfer for the ASD 185 day position for the upcoming school year, as have found another position elsewhere. Please accept this letter as my 2 weeks notification. I will start my new position the week of August 14th.

Thank You.
Warmest Regards,

Toni Michael Miller

From: Nicole Hubler <nhubler@washtenawisd.org>
Sent: Thursday, June 8, 2023 9:53 AM
To: Toni Miller <tmiller@washtenawisd.org>
Cc: Cassandra Harmon-Higgins <charmonhiggins@washtenawisd.org>; Cherie Vannatter <cvannatter@washtenawisd.org>; Deborah Hester-Washington <washington@washtenawisd.org>; Jennifer Parrelly <jparrelly@washtenawisd.org>; Melissa Paschall <mpaschall@washtenawisd.org>; Elizabeth Kutey <ekutey@washtenawisd.org>; Nancy Blair <nblair@washtenawisd.org>; Becky Mullins <BMULLINS@washtenawisd.org>
Subject: Transfer Memo - T. Miller

Toni,

Please see attached transfer memo effective for August 21, 2023.

Since you are transferring from a fiscal year employee; paid July - June to a school year employee; paid September – August, you will need to make a pay election no later than August 21, 2023. Please follow this link to make your election: https://schools.scriptapp.com/#/workflow-submission/1387259257e7503450f2c740f0a8fb28613ba32452

Upon review if you have any questions please let us know.

Thank you

Nicole Hubler, Human Resources Specialist
Working remotely Tuesdays and Thursdays
Human Resources and Legal Services
Washtenaw Intermediate School District
1819 South Wagner Rd.
PO Box 1406
Ann Arbor, Michigan 48106-1406
Telephone: (734)994-8100 ext.1310
HR Fax: (734)994-1629

Washtenaw ISD
MEMORANDUM

DATE: August 9, 2023

TO: Naomi Norman, Superintendent and WISD Board of Education

FROM: Cherie Vannatter
Deputy Superintendent

RE: Staffing Contracts
• Sunbelt Staffing

While the District continues to pursue employees via direct hire, in compliance with negotiated Collective Bargaining Agreements, like many districts locally and across the State, there are staffing shortages that must be addressed to meet student needs and state requirements. One of the ways we are addressing the shortage is by forging relationships with various staffing agencies and continuing relationships with those that we’ve worked with previously.

Attached is a contract for the following:
• Sunbelt Staffing (Contractors: TAs and RBTs)

The Administration recommends approval of the contract; any/all consideration is appreciated. Upon review, please let me know if you have any questions.
WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT

This Agreement is made this 1st day of July 2023 by and between the Washtenaw Intermediate School District, hereinafter referred to as the WISD or District and Sunbelt Staffing LLC, hereinafter referred to as Sunbelt of Contractor.

It is the intention of the parties hereto to enter into this Agreement defining the nature and extent of the duties to be performed by the Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

SECTION I – SCOPE OF SERVICES

THEREFORE, in consideration of payment to the Contractor of the sums specified in Section I and II the Contractor hereby agrees as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than July 1, 2023. Once this contract is implemented, then ending date for providing services shall be June 30, 2024.

2. The Contractor shall, upon request and subject to availability, provide qualified personnel for supplemental staffing services, to perform tasks agreed upon in the terms set forth in subsequent Addendums between the Contractor and District. Personnel provided are employees of Sunbelt, subject to Sunbelt's screening process and must also meet the minimum qualifications (e.g., licenses, certifications, etc.) set forth by the WISD.

3. Prior to any work being completed for the WISD, individuals working for the Contractor are required to undergo a fingerprint based criminal background check submitted to the Michigan State Police, that yields state and federal Criminal History Record Information (CHRI). The Contractor will be responsible for payment of the fingerprinting service. (Contractor must obtain the proper forms from the WISD HR Department prior to fingerprinting).

4. The District must comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state of another state, or of the United States.

5. Neither the WISD nor the Contractor will discriminate based on race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation, or any other characteristic protected under applicable federal, state, or local law.
SECTION II – COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services shall align with the hourly rate set forth in subsequent Addendum(s) as referenced in Section I (2).

2. If Contractor is required (by the District) to work more than forty (40) hours in a work week, the overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

3. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this agreement.

4. Contractor shall submit an invoice describing the services, including dates and hours of work completed on a weekly basis to:
   
   Washtenaw Intermediate School District
   
   Attn: Business Office
   
   1819 South Wagner Road
   
   Ann Arbor, Michigan 48106

5. Contractor shall submit an invoice for services rendered no more than thirty (30) days after the work has been performed. (Invoices submitted after this date may not be paid.) All invoice discrepancies must be disputed within sixty (60) calendar days of receipt of the invoice by WISD. If Sunbelt invoiced incorrectly, it will be taken care of by Sunbelt within thirty (30) days of notice of the discrepancy.

6. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within thirty (30) calendar days from receipt in the WISD’s Business Office.

7. The contract is retained by WISD only for the purposes and to the extent set forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this agreement, be that of an independent Contractor. The personnel of the Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus, or similar benefits for the WISD’s regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties, or costs in the collection of same.

8. The WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

9. Contractor has not been debarred, excluded, or disqualified1 under the non-procurement common rule, or otherwise declared ineligible from receiving federal funds, contract, certain subcontracts, and certain Federal assistance/benefits.

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1 Verified via the government System for Award Management (SAM) website; [https://www.sam.gov/portal/SAM/#1](https://www.sam.gov/portal/SAM/#1)
10. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above-described tasks. However, WISD may require at least a one week’s prior notice relating to the use of certain facilities.

11. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered, not as a prepayment.

12. WISD agrees to report to the Internal Revenue Service (IRS) all amounts paid/reimbursed for services of the agreement in conjunction with the legal requirements.

SECTION III – INSURANCE CONVERAGE

1. If the Contractor uses motor vehicles while performing the services above described, the Contractor shall provide to the WISD proof of public liability insurance and property damage insurance in such sums as shall be deemed appropriate by the WISD.

2. The Contractor shall maintain at his/her/their/its own expense during the term of this contract, the following:
   a. Workers’ Compensation Insurance with Michigan statutory limits of Employers’ Liability Insurance with a minimum limit of $500,000 each accident;
   b. Comprehensive General Liability Insurance with a combined single limit of $1,000,000 each occurrence, $1,000,000 aggregate for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

3. The Contractor understands that WISD’s liability insurance policies may not afford any coverage for any work associated with this Agreement. Therefore, the Contractor agrees to hold WISD harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. The Contractor shall obtain and provide proof of public liability insurance in such sums as shall be deemed appropriate by WISD unless specific written exemption is provided by the Assistant Superintendent, Business Services. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

4. Limitation of Liability: In no event shall either party be liable in any manner for incidental or consequential damages, expressly excluding claims based on its breach of confidentiality obligations, gross negligence, willful misconduct, or indemnification obligations for third party claims.
SECTION IV – OTHER CONSIDERATIONS

1. The headings of sections of this contract are for reference only and will not affect in any way the meaning or interpretation of this contract.

2. All expenses for travel and mileage as a result of rendering requested services are the responsibility of the Contractor. However, the WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including itemized receipts and expense submission dates.

3. The WISD will provide Contractor with access to the WISD’s Policies and Administrative Guidelines (located on the WISD website). Unless otherwise agreed to in writing, Contractor (personnel) will abide by the WISD’s Policies, Administrative Guidelines, and protocol related to health and safety while working and/or on the premises. District shall orient Contractor to the Exposure Control Plan(s)/Protocol(s) as it pertains to Occupational Safety and Health Administration (OSHA) requirements, including with respect to bloodborne pathogens and other emergent matters.

4. The WISD shall retain ownership interest in any of the following circumstances:
   • The WISD expressly directs the Contractor to create a specified work (electronic or otherwise), or the work is a specific requirement of the contract.
   • Any documents (electronic or otherwise) created and/or developed by the Contractor while under contract with the WISD; or
   • The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.

5. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.

6. Either party may terminate this Agreement (and/or an Addendum, referenced in Section I) by giving the other thirty (30) days advance written notice.

7. Neither Party will be liable for any failure/delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, riots, war, terrorist act, epidemic, pandemic, quarantine, natural catastrophes, governmental acts/omissions, changes in laws or regulations, and national strikes.

8. If one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
9. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan. Any dispute/claim from this contract shall be resolved exclusively in the federal and state courts of the State of Michigan and the parties hereby irrevocable submit to the personal jurisdiction of said courts and waive all defenses thereto.

10. At District's request, Contractor may provide telepractice services through VocoVision (or other District approved video conferencing, e.g. Zoom, Teams, etc.). Should utilization of VocoVision occur, District shall at that time, receive specific terms and conditions regarding VocoVision's telepractice services.

11. District agrees that it will not directly, personally or through an agent of the District, contract with or employ any Consultant introduced or referred by Contractor for a period of one (1) year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through Contractor, whichever date is later. If District or its’ agent enters into such a relationship, District agrees to pay an amount equal to $22,500 or twenty (20) percent (whichever is greater) of the Consultant's first year's annual salary (payment due is pro-rated if less than a year has lapsed), including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Contractor upon start date.

12. District shall report to Contractor any performance issues, incidents, errors, and other events related to the care and services provided by Consultant(s). Contractor will document reported incidents in Consultant’s personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence or District’s knowledge of the occurrence, whichever is later.

13. District agrees to provide Consultant the guaranteed number of work hours per week specified in the Assignment Confirmation (Sample – Addendum A). Minimum work hours shall be reduced to reflect scheduled school closings for holidays, planning days, or closures as described in Section IV (7). Hours paid shall reflect actual hours worked by the Consultant; minimum work hours per week shall be reduced based on school closings, as outlined above, and Consultant's absence(s).

14. For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to District at the straight-time bill rate for all hours taken by any Consultant assigned to District. This section is not applicable until the effective date of such legislation has been reached.

15. Contractor may incur fixed expenses over the entire course of a Consultant’s contract assignment with District related to the Consultant's housing and per diem costs. In the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client’s facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an “Unscheduled Closure”), the District may transition to virtual services for all Consultants whose services can be performed in such a setting. The final determination of whether virtual services is appropriate remains with the District. If the Consultant works virtually, as requested by the District, the District shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. If virtual services is deemed necessary and is requested by the District, virtual service hours shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. If virtual services is
deemed necessary and is requested by the District, virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by District and agreed upon by Contractor. The parties will mutually determine which contracted disciplines qualify for virtual services.

16. Any notice and/or demand required under this contract will be in writing and personally served or sent by certified mail, return receipt requested to the address below:

Washtenaw Intermediate School District
Attn: Naomi Norman, Superintendent
1819 South Wagner Road
Ann Arbor, MI 48106

Sunbelt
Attn: Jorge Ferrandiz, Senior Acct. Executive
3687 Tampa Road, Ste. 200
Oldsmar, Florida 34677

COPY via email:

- nnorman@washtenawisd.org;
- charmonhiggins@washtenawisd.org;
- Jorge.ferrandiz@sunbeltstaffing.com

Either party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

______________________________________________________________________  ___________________________________
Sunbelt Staffing                                Date

______________________________________________________________________  ___________________________
Washtenaw Intermediate School District        Date

______________________________________________________________________  ___________________________
Washtenaw Intermediate School District        Date
Reconsidering True Threats: What Was the Intent?

Due to the increase in student threats, many school officials have had some form of threat assessment training. But the underlying question remains: when can a school discipline a student for making a threat?

School officials may discipline a student for speech in accordance with the student handbook and board policy when the speech is a “true threat,” which is a statement where the speaker means to communicate a serious expression of an intent to commit an act of unlawful violence against a particular individual or group. “True threats” are not protected by the First Amendment.

Recently, the U.S. Supreme Court provided guidance on how to analyze a true threat. The Court now requires that for a statement (electronic, written, or verbal) to be a “true threat,” the speaker must have some subjective understanding of his or her statement’s threatening nature. Counterman v Colorado, Case No. 22-138 (2023). The Court ruled that this standard is met by demonstrating that (at a minimum) the speaker consciously disregarded a substantial and unjustifiable risk that the speech will cause harm to another. This decision establishes a higher standard for finding that a true threat was made.

To avoid reaching the wrong conclusion on whether the student subjectively intended to convey a threat, we recommend taking a “belt and suspenders” approach to student discipline. In addition to conducting a true threat analysis, we recommend conducting a school disruption analysis. School officials may discipline a student in the absence of a true threat if the speech meets the Tinker standard, which requires the speech to create a substantial disruption to the school environment or school officials can reasonably forecast a substantial disruption. Even if school officials do not conclude the student made a true threat because the student did not understand their statement was threatening, the student may still be disciplined for the speech when the student’s speech substantially disrupts the school’s operations (e.g., the speech causes a lockdown or results in many students or staff staying home due to fear), or school officials reasonably believe the speech will substantially disrupt the school. Any discipline must, of course, be issued in accordance with the student handbook, applicable board policy, and state and federal law.

Evaluating student speech involves a fact-intensive analysis. Importantly, not every statement about violence constitutes a true threat. Before disciplining a student for allegedly threatening speech, school officials should consider the following:

1. Did the student intend for the speech to reach the school community?
2. Did the student intend to harm the school community?
3. Did the student have the ability to carry out the threat?
4. Did the threat substantially disrupt the school setting, or can school officials reasonably forecast that the school setting will be substantially disrupted?

If school officials cannot answer “yes” to at least one of these questions, disciplining the student would likely violate the First Amendment and could result in costly litigation, payment of a student's attorney fees, and, in some cases, personal liability for an administrator or teacher.

As always, school officials should ensure before issuing any discipline that any investigation is thoroughly documented, and that they can clearly articulate either why the speech constitutes a true threat or how such speech created (or was reasonably forecasted to create) a disruption.

• • •

Labor Law Changes: Back to the Era of Union Dues Collection

To help school officials understand and prepare for pending changes to the Public Employment Relations Act (PERA) and the Revised School Code (RSC), upcoming editions of School Law Notes will include articles analyzing the new laws and implications for schools. This month’s topic is union dues deduction.

Since March 16, 2012, PERA Section 10 prohibited schools from using resources to assist labor unions in collecting dues. The Michigan Legislature recently passed legislation repealing this prohibition, which Governor Whitmer signed into law, with an anticipated effective date in March 2024 (91 days after the current Legislative session concludes).

Payroll Deduction of Union Dues/Service Fees

House Bill 4233 amends PERA Section 10 by removing language that currently prohibits using school resources to assist a union in the collection of dues or service fees from employee wages (i.e., payroll deduction). Additionally, House Bill 4357 amends State School Aid Act (SSAA) Section 164h, by eliminating a 5% state school aid penalty imposed on a school for having a collective bargaining agreement that provides for automatic union dues/fees deduction from employee wages.

After the effective date of PERA Section 10’s repeal, public school payroll deduction of union dues/fees will become a mandatory bargaining subject. This does not mean, however, that public schools will be legally required to use school resources to deduct union dues and fees (also known as a “dues check-off”). Instead, a school and union must bargain in good faith over a union’s proposal to use school resources to deduct union dues/fees from employee wages.

A school's refusal to agree to a union’s dues/fee deduction proposal is also not a failure to bargain in good faith. PERA Section 15(1) states that the duty to bargain collectively “does not compel either party to agree to a proposal or make a concession.” Nor is it an unlawful interference with the right to engage in union activity. Schools that receive a union demand to bargain over payroll dues deduction should contact legal counsel to confer about the advisability of doing so, even if their current collective bargaining agreement prohibits negotiating mid-term.

Employer Considerations

In deciding how to respond to a union proposal for dues/fee deduction language, school officials should consider several legal and practical issues.

First, the PERA amendments do not affect an employee’s right to not pay union dues/fee membership. The U.S. Supreme Court held that a mandatory dues/fee payment (also known as “agency shop”) violates public employees’ First Amendment speech rights because the payment was subsidized “union speech.” Janus v AFSCME, 138 S Ct 2448 (2018). School officials should therefore not agree to new collective bargaining agreement language that violates this Court decision.

Before deducting union dues/fees, school officials must have accurate information as to which employees have authorized this deduction. Public sector employees maintain the right to end their membership affiliation with their union and opt out of future payroll deductions for applicable union dues/fees. The procedures an employee takes to authorize payroll deductions as well as to terminate that authorization occurs between a member and its labor union. This relationship requires employees to make their membership resignation and payroll authorization terminations with their union, not their employer.

Prior to 2012, when schools previously administered payroll deductions of union dues/fees, collective bargaining agreements frequently included “hold harmless” or indemnification language by which the union protected the employer from liability associated with the payroll deduction. With the enactment of the new legislation, schools that agree to union dues deductions should do the same.

When bargaining, school officials should also consider that agreeing to payroll deductions for union dues/fees will increase workloads and deplete school resources. A school’s concession to deduct union dues/fees from wages may open the door for school officials to ask for more in return at the bargaining table.
While Michigan courts have interpreted PERA to prohibit schools from garnishing employee wages to recoup union dues/fees, the PERA amendments will likely result in courts permitting this practice.

In 2011, the Michigan Supreme Court ruled that Section 57 of the Michigan Campaign Finance Act prohibits public employers from administering a payroll deduction request to contribute to a separate segregated fund (or PAC) established by a labor organization. Accordingly, no newly negotiated language may authorize deductions for union PACs.

Please contact a Thrun labor attorney if you have any questions regarding this pending legislation or if a union submits a demand to bargain over the deduction of union dues and fees.

---

**Standard for Religious Accommodations Made Easier for Employees**

The U.S. Supreme Court recently clarified employer responsibilities following an accommodation request under Title VII, a federal law that prohibits religious discrimination in employment. *Groff v DeJoy*, Case No. 22-174 (2023). The clarification makes it more difficult for an employer to lawfully deny such a request.

Gerald Groff is an Evangelical Christian whose religion requires devoting Sundays to worship and rest, not work. Groff began working for the U.S. Postal Service (USPS) as a mail carrier in 2012. In 2013, USPS began delivering parcels on Sundays.

Groff refused to work on Sundays, and he received progressive discipline for Sunday absences until he resigned. He then sued USPS, arguing that USPS violated Title VII because it could have accommodated his religious beliefs without undue hardship.

Religious discrimination under Title VII includes an employer's failure to accommodate an employee's religious practice unless the accommodation would result in an "undue hardship on the conduct of the employer's business." The lower courts dismissed Groff's lawsuit based on the 1977 Trans World Airlines U.S. Supreme Court decision that defined undue hardship under Title VII as more than a "de minimis cost." The lower court in *Groff* reasoned that "de minimis" (i.e., trivial) was a low threshold to meet, and that coworker increased workloads, disrupted workflow, and diminished employee morale resulting from Groff's absences on Sundays were sufficient to establish undue hardship.

Rejecting the rationale from its prior decision, the U.S. Supreme Court noted that the term "de minimis" cannot be read in isolation. The Court observed that the plain meaning of "undue hardship" is a "hardship" that is "something hard to bear" and "undue" means the hardship must rise to an "excessive" or "unjustifiable" level.

Accordingly, the Court concluded that an undue hardship under Title VII is a substantial burden to the employer's operations overturning the previous "de minimis" standard. The Court noted that "a hardship that is attributable to employee animosity to a particular religion, to religion in general, or to the very notion of accommodating religious practice cannot be considered undue." The Court added that, even if an employee's requested accommodation is an undue burden, the employer has an obligation to consider other options that would accommodate the employee's religious practices.

Although the Court declined to equate Title VII's undue burden standard with the undue burden standard applicable to accommodation requests by employees with disabilities under the Americans with Disabilities Act (ADA), school officials should consider engaging in an ADA-like interactive process when an employee requests a religious accommodation. That is, a school official and the employee should participate in an informal discussion to determine available religious accommodations that would not impose a substantial burden on school operations. School officials should document responses to religious accommodation requests. Failure to do so may result in a costly lawsuit, especially since it is unclear how courts will apply this new legal standard.

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**Requiring Fitness for Duty Exam Does Not Violate Employee’s Due Process Rights**

The U.S. District Court for the Eastern District of Michigan recently held that a public employer did not violate its employee’s due process rights by requiring a fitness for duty examination without a hearing. *Capen v Saginaw County*, Case No. 21-12465 (ED Mich, June 21, 2023).

Jeffery Capen was a maintenance worker employed by Saginaw County. A coworker reported that Capen made disparaging comments and threats about the director of his department. Robert Belleman, the County Controller, placed Capen on paid administrative leave and sent him for a fitness for duty examination to determine whether he could perform his job safely. Capen did not object to this evaluation before it occurred.

The doctor who performed the evaluation found that Capen suffered from neurological complications, which could cause personality changes and reduce his ability to inhibit responses, resulting in impulsive, inappropriate statements. The test results also
indicated substantial memory loss. Concerned that Capen might misinterpret or forget instructions or how to operate machinery leading to potential injury, the doctor recommended that Capen undergo a full neuropsychological evaluation and determined that Capen was not currently fit for duty (i.e., able to perform the work described in his current job description).

Following the evaluation, Belleman sent Capen a letter advising him of a scheduled neuropsychological evaluation and requesting that he sign an authorization to release his medical records to the neuropsychologist. Capen did not schedule the examination, nor did he provide the authorization. Instead, Capen’s primary care physician provided him a return-to-work letter.

Belleman sent a third letter requesting authorization for the medical records and asking Capen to participate in an “interactive accommodations meeting” to determine whether he could perform essential job functions with or without reasonable accommodations. The letter stated that Capen’s failure to participate would be considered an abandonment of his position. Capen did not appear, nor did he respond to the letter. Belleman sent a final set of letters stating that Capen had abandoned his position and would be terminated, but that he was entitled to a hearing prior to termination, upon request. Capen never responded, and he was terminated.

Capen then sued the County and Belleman alleging violation of his procedural due process rights. Specifically, Capen alleged that his liberty interest in refusing unwanted medical treatment was violated when he was required to undergo a fitness for duty evaluation and to produce records regarding his medical care and treatment. The court disagreed and dismissed the lawsuit.

The court found that Capen’s procedural due process rights were not violated. To establish a procedural due process claim, Capen needed to show that: (1) he had a life, liberty, or property interest that was protected by the Due Process Clause of the U.S. Constitution’s Fourteenth Amendment; (2) he was deprived of this protected interest; and (3) the County did not afford him adequate procedural rights before depriving him of the interest. Capen alleged that he had a protected liberty interest in refusing the fitness for duty evaluation, the counseling and neuropsychological examination, and the medical records review.

The court held that Capen could not show he had a protected liberty interest in refusing a fitness for duty evaluation without a hearing. While some court decisions have found a liberty interest in refusing medical treatment, those situations involved invasive medical treatments or confinements – not fitness for duty examinations required by an employer. The court was unable to find any legal precedent establishing such an interest. Further, the court noted that the governmental interest in having fit personnel in important public positions overrides a private interest in continued employment such that due process does not require a pre-deprivation hearing. The court also noted that Capen failed to take advantage of the available due process remedy found in the collective bargaining agreement’s grievance procedure, either before or after he submitted in part to the fitness for duty evaluation.

Because no liberty interest existed in the context of refusing a fitness for duty examination, the court held that Belleman was entitled to governmental immunity. Similarly, because Capen did not establish that Belleman violated his constitutional rights, the claims against the County also failed. The court explained that Belleman and the County “took precisely the course of action necessary to assure that Capen’s due process rights were protected and not infringed” (i.e., conducting an independent fitness for duty evaluation, continuing to pay him).

This decision serves as a helpful reminder to school officials of their ability to require fitness for duty certifications before employees return to work. For Thrun Policy Service subscribers, see Policy 4106 (Family and Medical Leave Act) and new Form 4106 (Fitness for Duty Certification).

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Dog Handlers on Campus:
Avoid Violating the FLSA

In the wake of the COVID-19 pandemic and the increase in emotional and mental health concerns, many school officials have welcomed therapy dogs into their school buildings. Schools take varying approaches to having dogs on campus. Some schools agree to have dog trainers who are not school employees bring dogs to campus during specific times and dates. Other schools purchase and own the dogs while contracting with a school employee to assume handler duties. Still, other schools allow employees to bring their own dogs to school.

One issue many school officials may not have considered is whether dog handlers must be paid for time spent outside of school caring for a dog whose primary role is to benefit the school. The Fair Labor Standards Act (FLSA), administered by the U.S. Department of Labor (DOL), creates the federal floor for many labor issues, including wages and classification of employees. Employees are either “exempt,” meaning that they are salaried and often not entitled to overtime pay, or “non-exempt,” meaning they are paid hourly, must be paid for all hours actually worked, and are entitled to overtime pay. Generally, teachers and administrators are exempt employees.
Schools may rarely need to consider how to compensate exempt employee dog handlers for extra dog-handling work. But human resources personnel should track who is serving as a dog handler because a non-exempt employee who has dog-handling responsibilities will need to be treated differently than an exempt employee for FLSA purposes.

The DOL provided guidance on whether non-exempt dog handlers must be compensated for duties related to caring for a district-owned dog outside of the regular workday. In a 1993 letter, the DOL opined that non-exempt dog handlers must be compensated for feeding, grooming, and otherwise caring for an assigned dog. The DOL endorsed this opinion again in 2006. The Sixth Circuit Court of Appeals, whose decisions are binding in Michigan, also held in 2001 that non-exempt dog handlers must be compensated for caring for district-owned dogs beyond regular work hours.

Therefore, if a non-exempt employee serves as a school’s dog handler, school officials must consider how many hours per week the dog handler should be paid and at what rate of pay. No bright-line standard applies for determining the hours that must be compensated, though case law and guidance indicate that somewhere between three and ten hours per week is considered reasonable. School officials should confer with the dog handlers to estimate the time spent performing after-hours dog care.

The DOL and Sixth Circuit also allow an employer to pay a handler less than their typical hourly wage for these after-hour care duties provided that the lower pay has been agreed upon in a “bona fide agreement.” Any reasonable agreement that considers facts specific to the handler’s duties would be considered a bona fide agreement and honored by courts in the Sixth Circuit and by the DOL if challenged. If any handlers are entitled to overtime pay, the school would need to demonstrate that it had, in conjunction with the handler(s), determined an average amount of time spent completing off-duty care for the dog(s) and a reasonable rate of pay for that time.

Bona fide agreement protection exists only if the reasonable agreement for lower-than-typical wages is negotiated and memorialized. For any bargaining unit member serving as a dog handler, that negotiation and memorialization would be part of the collective bargaining process and would need to be handled during contract negotiations or as a letter of agreement.

Please contact your Thrun labor attorney if you have questions about compensating employees who serve as dog handlers in your schools.

**Skipping or School Avoidance? How Must a School Respond to a Special Education Student’s Excessive Absences**

When is a school responsible for a special education student’s excessive absences? According to a recent Michigan special education due process case handled by Thrun Law Firm, it depends on whether the cause of the student’s absences is within the school’s control. *M.R. v Montrose Community Schools*, Case No. DP-22-0098 (June 29, 2023).

When a student is excessively absent from school, it starts the school’s truancy process. If the student receives special education services, an additional level of scrutiny is required to determine if the excessive absences are linked to the student's disability or if the student requires additional supports to attend school and receive a free appropriate public education (FAPE).

In *Montrose*, a parent asserted that the school district committed various IDEA violations because of the school’s alleged failure to address the student’s excessive absences. The school established at hearing that the reasons for the student’s absences included the student: was too tired; did not take prescribed sleep medication because of side effects; used marijuana daily which made the student sleepy and disengaged; and had “a lot going on at home.” Consequently, the absences were not caused by or linked to the student’s disability.

The school also proved at hearing that school personnel made every effort to get the student to school, including: regular contacts by school personnel with the student and parent; attendance goals included in the student’s IEP; a detailed schedule for the student to follow when he was virtual; strategies to encourage attendance and engagement; access to after-school tutoring; visiting the student’s house to check in and offer transportation; and working with the truancy officer assigned to monitor the student’s attendance. In addition to school personnel’s efforts to get the student to come to and stay at school, school personnel also regularly revised the student’s IEPs and conducted appropriate and timely evaluations.

The administrative law judge decided that if a special education student’s truancy is the result of factors outside of the school’s control, such as in this case, the student’s non-attendance may be a defense to a denial-of-FAPE claim. The parent failed to prove that the student’s excessive absences arose from his disabilities, or that the school could have remedied the absences by anything in its control, such as content, methodology, or delivery of specially designed instruction.
If your school encounters a truancy situation with a special education student, ensure that school personnel document their efforts to get the student to attend school and abide by the IDEA in all other respects. If you need assistance addressing the situation, contact your Thrun special education attorney.

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Contracting for Health Services: HIPAA and Business Associate Agreements

Your school may have received funding under State School Aid Act (SSAA) Section 31n to provide mental health and support services to students, or your school may be interested in contracting for mental or behavioral health services for students. Under either scenario, the contractor may ask your school to sign a “business associate agreement” to address obligations under the federal Health Insurance Portability and Accountability Act (HIPAA).

HIPAA applies to the following covered entities: (1) a health plan, (2) a health care clearinghouse, and (3) a health care provider that transmits health information in electronic form. A school, even if it employs a nurse or other healthcare provider, is not traditionally classified as a covered entity under HIPAA. Nevertheless, schools become “health plans” when they provide or pay for the cost of medical care either through a self-insured plan, or offer a flexible spending account, or provide a dental plan. Additionally, schools act as a “health care provider” when they arrange health care services, such as an on-site clinic, and the service provider bills Medicaid or private insurance on the school’s behalf.

The U.S. Departments of Education and Health and Human Services jointly issued guidance recognizing that a school qualifies as a covered entity in certain circumstances: “When a school provides health care to students in the normal course of business, such as through its health clinic, it is also a ‘health care provider’ as defined by HIPAA.” The guidance continues, “If a school also conducts any covered transactions electronically in connection with that health care, it is then a covered entity under HIPAA.”

HIPAA defines “protected health information” as individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Such information includes anything related to an individual’s health condition, health care, and related payment.

Expressly excluded from “protected health information” is individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act (FERPA). In other words, FERPA-protected information is not protected health information under HIPAA.

When a covered entity discloses protected health information or allows a contractor to create, receive, maintain, or transmit protected health information on its behalf, HIPAA requires the contractor or “business associate” to provide the covered entity with assurances to safeguard that protected health information and protect individuals’ privacy. A business associate agreement, which is largely a form document that parrots HIPAA regulations, memorializes those assurances.

A business associate agreement identifies the contractor’s permitted uses and disclosures of protected health information, requires the contractor to report data breaches to the covered entity, and directs the contractor to mitigate harmful consequences of any unlawful disclosure. It also authorizes termination of the contract by the covered entity due to a material breach.

Whether HIPAA requires a school to enter into a business associate agreement depends on the arrangement of health care services and billing. If you have any questions about HIPAA or would like a business associate agreement reviewed, please contact your Thrun attorney.

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School Sports: Discipline, Eligibility, and Forms

The fall sports season is almost ready to kick off, and school officials should know how to tackle issues related to student-athlete discipline, eligibility, physicals, annual consent forms, and concussion awareness.

Discipline

Participation in a school-sponsored sport is generally a privilege, not a right. Student-athletes should be informed that they are representatives of their schools and may be held accountable for inappropriate behavior, as specified in the student code of conduct and any athletic code of conduct. The codes of conduct should describe, at a minimum: (1) rules that apply to students who participate in school sports, and (2) disciplinary consequences for violating these rules.

School officials should also consider that under the 2020 Title IX regulations, a student generally cannot be removed from a school’s program or activity (including a sports team) as a disciplinary consequence for conduct that could amount to Title IX sexual
harassment until the Title IX grievance process has been completed.

Courts have consistently held that participation in a school-sponsored sport is not a constitutionally protected property or liberty interest. Due process is only implicated when discipline threatens continued enrollment in an academic program. Student-athletes, however, may still attempt to challenge suspension or dismissal from a sports team based on the First Amendment, discrimination laws, and other grounds, including rights provided by student and athletic codes of conduct and student handbooks and related disciplinary procedures. School officials therefore should be mindful of these rights when considering sports suspensions or dismissals for student-athletes.

MHSAA Eligibility

The Michigan High School Athletic Association (MHSAA) has established minimum enrollment and age-eligibility requirements for students to participate in MHSAA-sponsored interscholastic athletics. School boards may adopt more stringent eligibility requirements. Generally, a student must be enrolled in the school not later than the fourth Friday after Labor Day. Any student must be 13 years of age or younger, unless that student will turn 14 on or after September 1 of the competition school year. To participate in 7th grade sports, a student must be 13 years old or younger, unless that student will turn 14 on or after September 1 of the 7th grade school year. For 8th grade eligibility, a student must be 14 years old or younger, unless that student will turn 15 on or after September 1 of the 8th grade school year. A student must be 18 years old or younger to play high school sports, unless the student will turn 19 on or after September 1 of the competition school year.

Additionally, a student must have passed at least 66% of a full credit load in the previous semester and must be currently passing the same at the school the student represents in competition. Transfer students are not immediately eligible to play unless one of the MHSAA’s stated transfer exceptions applies or the student obtains a waiver from the MHSAA.

MHSAA eligibility is also limited to “amateurs,” which the 2023-24 MHSAA Handbook defines as athletes “who have not received money or valuable consideration for involvement with one of the sports that the MHSAA sponsors a tournament in.” Amateur status is not forfeited by a student-athlete being treated to meals, travel, and lodging in kind; however, cash to pay for these items may not be given to student-athletes. The MHSAA also prohibits awards for athletic participation in the form of cash or trophies having a value above $40.

Consent Forms, Physical Examinations, and Concussion Awareness

As another condition of eligibility, the student and his or her parent/guardian must submit multiple forms, which must be kept on file in the office of the superintendent, principal, or athletic director. They include the following:

- After undergoing a physical examination, the student must annually submit MHSAA’s pre-participation sports physical form signed by a health care examiner (M.D., D.O., physician’s assistant, or nurse practitioner) stating that the student is physically able to play. For the 2023-24 school year, the physical must be completed on or after April 15, 2023.

- For MHSAA-sponsored sports, the student’s parent/guardian must consent annually to disclosure of information otherwise protected by FERPA and HIPAA to the MHSAA for the purpose of determining eligibility for interscholastic athletics. Notably, the consent statement is included in the MHSAA’s pre-participation sports physical form mentioned above, as is an assumption of risk statement.

- Under Michigan’s sports concussion laws, before participating in an athletic activity organized by a school, a student and his or her parent/guardian must sign an acknowledgement of receipt of educational materials on sports concussions including a description of concussion signs and symptoms. The school must maintain the statement in a permanent file or until the student is 18 years of age. The Michigan Department of Health and Human Services provides the concussion awareness acknowledgment form on its website. School officials should review these MHSAA requirements, any student and athletic codes of conduct, and student handbooks with students, parents, and coaches in advance of each sports season to ensure that student-athletes have a clear understanding of the eligibility requirements and other expectations for athletic participation during the 2023-2024 school year.

Educational Assistance Programs: Is Tuition Reimbursement Taxable Income?

School officials often reimburse employees for educational expenses related to completion of certifications or college-level courses as an employment benefit. Unless the school has implemented an educational assistance program under
Internal Revenue Code ("IRS Code") Section 127, these reimbursements must be included in an employee’s gross income. Under a Section 127 Plan, educational assistance of up to $5,250 may be excluded from an employee’s gross income in the calendar year the benefit is provided.

Educational Assistance

IRS Code Section 127(c)(1) defines “educational assistance” as “payment, by an employer, of expenses incurred by or on behalf of an employee for education of the employee (including but not limited to tuition, fees, and similar payments, books, supplies, and equipment),” but not including payment for tools or supplies that may be retained by an employee after completion of a course. Meals, lodging, and transportation are also excluded, as are courses involving sports, games, or hobbies unless they have a business purpose or are required as part of a degree program.

Educational Assistance Program Requirements

Under IRS Code Section 127, a school’s educational assistance program must:

1. consist of a separate written employer plan to exclusively provide employees with educational assistance;
2. benefit employees who qualify under a classification established by the employer, which does not discriminate in favor of highly compensated employees as defined by IRS Code Section 414(q), or their dependents. Employees excluded from the program who are covered by a collective bargaining agreement are not included in this consideration if there is evidence that educational assistance was a subject of good faith bargaining;
3. not provide eligible employees with a choice between educational assistance and other remuneration includable in gross income; and
4. provide reasonable notification to eligible employees of the program’s availability and terms.

Developing an Educational Assistance Plan

School officials interested in implementing a written plan for an educational assistance program will need to consider the following:

1. Eligibility Requirements
   - Which staff will be eligible to receive tuition reimbursement?
   - Is there a waiting period after which staff will be eligible to participate?

   (2) Plan Benefits
   - Is there a maximum tuition benefit available per calendar year, either in dollars or credit hours?
   - Will reimbursement cover other eligible costs in addition to tuition (i.e., fees, books, supplies, equipment not retained by the employee)?
   - Are there limits on which educational institutions employees may attend (i.e., in-state versus out-of-state, public versus private)?

   (3) Procedural Matters
   - Who will approve employee requests for reimbursement, and under what timeline?
   - Must any reimbursement funds be paid back to the school if an employee separates from employment, and over what time period?

If you have questions about implementing an educational assistance program, or if you would like assistance creating one, please contact your Thrun attorney.

Attorney Austin DeLano Joins Thrun Law Firm

We are pleased to announce that Austin M. DeLano has joined Thrun Law Firm as an associate attorney in our East Lansing office. Austin graduated summa cum laude from Ferris State University in 2017 and obtained his law degree from Michigan State University College of Law in 2022.

In law school, Austin was selected to participate in the Trial Practice Institute, where he excelled throughout the intensive two-year litigation program. Austin was also a founding member and President of the Student Veterans of America, MSU Law Chapter.

In addition to his work at Thrun, Austin serves as a reservist in the Michigan Army National Guard JAG Corps. His military service has taken him across the United States, as well as to Europe and Africa for numerous legal training missions.

Austin is a member of the State Bar of Michigan, the American Bar Association, and the Council of School Attorneys. His practice focuses on labor and employment law, transactional law, and general school law.
Wishing Meg Hackett a Happy Retirement!

Thrun Law Firm announces the well-deserved retirement of our colleague and friend Meg Hackett, who retired on June 30 after 16 years of exemplary service to this firm and our public school clients. Meg came to the Firm in 2007 with 25 years of experience, including 12 years as in-house counsel for educational institutions.

During her 41-year career, Meg served as president of the Michigan Council of School Attorneys and the Women Lawyers Association of Michigan’s Western Region. Meg was well-known as the preeminent attorney in the state handling matters involving public school academies. Meg’s impressive career is marked by her dedication to public schools and her willingness to mentor newer attorneys. Her sharp mind, sense of humor, and Irish pride will be missed.

We wish Meg much happiness in her newest endeavor – spoiling her first grandson! Congratulations, Meg!

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<td>October 6, 2023</td>
<td>MNA 2023 Fall Conference</td>
<td>Robert A. Dietzel</td>
<td>Legal Update</td>
</tr>
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