



November 12, 2024 Board Packet

A Regular meeting of the Board of Education of Washtenaw Intermediate School District will be held beginning at 5:00 PM at the WISD Teaching and Learning Center, 1819 S. Wagner Rd. Ann Arbor, MI (734) 994-8100.

Tuesday, November 12, 2024 05:00 PM

1. Call To Order - President Diane Hockett

2. Roll Call - TJ Greggs, Administrative Assistant to the Superintendent

3. Approval of the Agenda

[November 12, 2024 Agenda Memo \(p. 3\)](#)

4. Communications

5. Public Participation

6. Presentation

A. PreK for All Initiative

[Early Childhood Department PreK for All Presentation \(p. 6\)](#)

B. 2024 Head Start Awareness Awards

[Memo to Supt. Norman Head Start Awards 11-6-2024 \(p. 24\)](#)

[Washtenaw County Head Start Awareness Award nomination for Ms. Teresa Harrington 2024 \(p. 25\)](#)

[Washtenaw County Head Start Awareness Award nomination for Ms. Zahra Yusuf 2024 \(p. 26\)](#)

7. Equity, Inclusion, and Social Justice Dialogue

8. Consent Agenda

A. Approval: Minutes

[10-29-24 Minutes \(p. 28\)](#)

B. Approval: Superintendent's Recommendations

047-24-25 Employment Recommendations

[New Hire_A. Correa \(p. 31\)](#)

048-24-25 New Position Requests

[New Position_Communication Specialist III \(p. 35\)](#)

[New Position_School Social Worker_WEOC \(p. 41\)](#)

[New Position_SLP_WEOC \(p. 50\)](#)

049-24-25 Staff Resignations

[Resignation_T. Anderson \(p. 55\)](#)

050-24-25 Laurel Manor Learning Labs Contract

[Laurel Manor Contract Memo \(p. 58\)](#)

[Laurel Manor Contract \(p. 59\)](#)

051-24-25 Contract Amendment for Occupational Therapy Services 2024/2025

[Pediatric Therapy Associates Amendment Board Memo 24-25 \(p. 64\)](#)

[Pediatric Therapy Associates Contract Amendment 24-25 \(p. 65\)](#)

052-24-25 35iFamily Engagement Grant– Early Literacy Hub Funds to Jackson ISD

[Board Memo Family Engagement 35i Jackson ISD passthrough \(p. 66\)](#)

[Jackson ISD Signed Contract \(p. 67\)](#)

9. New Business

A. 2025 Summer Tax Resolution

[2025 Annual Summer Tax Resolution \(p. 72\)](#)

B. Insulin Litigation Resolution and Agreement

[Insulin Litigation Cover Letter \(10-18-24\) \(p. 74\)](#)

[Insulin Litigation - Resolution and Agreement Nov 2024 \(p. 75\)](#)

10. Other Items of Business

11. Board of Education Reports

12. Administrative Reports

A. Superintendent's Report

B. Retainer Newsletter

[Thrun Law Firm October 2024 School Law Notes \(p. 84\)](#)

13. Adjournment



MEMORANDUM

TO: Board of Education

FROM: Naomi Norman, Superintendent

DATE: November 5, 2024

RE: Regular Meeting November 12, 2024

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 who wish to address the Board may do so at this time.

Agenda Item 6: Presentations:

A. PreK for All Initiative: Dr. Edward Manuszak will review the PreK for All state initiative update

B. 2024 Head Start Awareness Awards: Dr. Edward Manuszak will present the 2024 Head Start Awareness Awards to Zahra Yusef and Teresa Harrington.

Agenda Item 7: Equity, Inclusion, and Social Justice Dialogue: Superintendent Naomi Norman will facilitate the equity, inclusion, and social justice discussion.

Agenda Item 8: Consent Agenda

A. Approval: Minutes: Approval of the minutes of the October 29, 2024, regular meeting.

B. Approval: Superintendent's Recommendations:

The Superintendent recommends the Board accept the following employment recommendations:

047-24-25 Employment Recommendations: Please see the employment recommendations for: Alexis Correa as a General Ed. Social Worker. If approved Alexis Correa's salary will be \$99,013, MA 205-Days Step 2. All other fringe benefits will be set forth in the Unit II contract.

The Board approved the following new position requests:

048-24-25 New Position Requests: Please see the position requests for:
Communications Specialist III, 1.0 FTE, 230 Workdays, salary level: Per Board approval, Worksite: TLC, Non-Affiliated.

School Social Worker - WEOC, 1.0 FTE, 185 Workdays, salary level: Per Unit II CBA, Worksite: Other, Unit II.

Speech Language Pathologist - WEOC, 1.0 FTE, 185 Workdays, salary level: Per Unit II CBA, Worksite: Other, Unit II.

The Superintendent recommends the Board accept the following resignations:

049-24-25 Staff Resignations: Please see the reclassification request for:
Thomas Anderson, effective November 15, 2024. Thomas Anderson has been employed with the WISD since August 19, 2024, as a Social Worker at our Ypsilanti Community Schools Pilot Program.

The Superintendent recommends that the Board of Education authorize the administration to approve an additional contract with Laurel Manor in Livonia, Michigan for building use and food services at a cost not to exceed \$17,218.94, as presented.

050-24-25 Laurel Manor Learning Labs Contract: Please see the memo for Director of Instruction Dr. Jennifer Banks. This additional contract with Laurel Manor will cover the costs of facility use, rood setup, A/V, breakfast, lunch, and snacks. We previously contracted with Laurel Manor in August 2024 for the Educator Conference at a cost of \$22,495.22, and this Learning Lab event will cost up to an additional \$17,218.94 for a total cost of up to \$39,714.16, which exceeds the current board limit.

The Superintendent recommends that the Board of Education authorize the administration to approve the amended contract with Pediatric Therapy Associates for a cost not to exceed \$67,815.00, as presented.

051-24-25 Contract amendment for Occupational Therapy Services for 2024/2025: Please see the memo from Executive Director of Special Education Deborah Hester-Washington. This amendment is to meet the student's instructional needs and providing support for students with a disability. The amended amount is for \$20,790.00, increasing the total for services not to exceed \$67,815.00. This will also increase the contract duration from August 1, 2024, until June 30, 2025.

The superintendent recommends that the Board of Education authorize administration to accept the \$17,500.00 35i Family Engagement Grant from Jackson ISD, as presented.

052-24-25 35iFamily Engagement grant– Early Literacy Hub Funds to Jackson ISD: Please see the memo from Director of Success by 6 Great Start Collaborative, Margy Long. WISD was awarded the 35i Family Engagement grant. The previous Early Literacy Hub grant now a part of the 35i grant includes funds going to each of the ISD's in our region (Washtenaw, Jackson, Monroe, Livingston, Hillsdale, Lenawee) to support early literacy, (birth to 5th grade) with books and early literacy materials. The pass through to Jackson ISD is \$120,000 which includes \$17,500 for each of the six ISD's in Region 9, and an additional \$15,000 to Jackson ISD for the administration of the grants.

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 9: New Business:

A. 2025 Summer Tax Resolution: Please see the annual summer tax levy resolution provided by Associate Superintendent Brian Marcel and our attorneys at Thrun Law Firm. This resolution must be approved prior to January 1, 2025, to continue collection of summer taxes for Washtenaw Intermediate School District in those areas where a summer tax collection has been authorized by our constituent local districts.

Recommendation: Motion that the Board of Education adopt the resolution authorizing the collection of 100% of Washtenaw Intermediate School District taxes in the summer of 2025 in those areas of the District where summer tax collections have been authorized by constituent local school districts, as presented. (Roll Call Vote)

B. Insulin Litigation Resolution and Agreement: Please see the cover letter from our attorneys at Thrun Law Firm, P.C. Entities nationwide have started joining a nationwide lawsuit against various insulin manufacturers, pharmacy benefit managers, and other defendants accused of artificially inflating insulin prices at the expense of employers and health plan entities, including insurance pools. Lawsuit defendants include, among others, Eli Lilly and Company, Novo Nordisk Inc., and Sanofi-Aventis US LLC. Those entities eligible to join the lawsuit include any self-insured employer, any employer that contributed to employee medical benefit plan costs or other health care costs, and any insurance pool.

Recommendation: Motion that the Board of Education authorize administration to sign the Attorney-Client Fee Contract on behalf of the Washtenaw ISD and to take such other action as necessary to obtain monetary damages for the Washtenaw ISD in the Lawsuit, as presented. (Roll Call Vote)

Agenda Item 10: Other Items of Business:

Agenda Item 11: Board of Education Reports:

Agenda Item 12: Administrative Reports:

A. Superintendent's Report: Superintendent Norman will address the Board.

Agenda Item 13: Adjournment



WISD Early Childhood Department Presentation to WISD BoE: “PreK for All Update”

Tuesday, ~~September 24, 2024~~ rescheduled for Nov. 12, 2024
5pm; Board Meeting Room

Welcome/Introductions



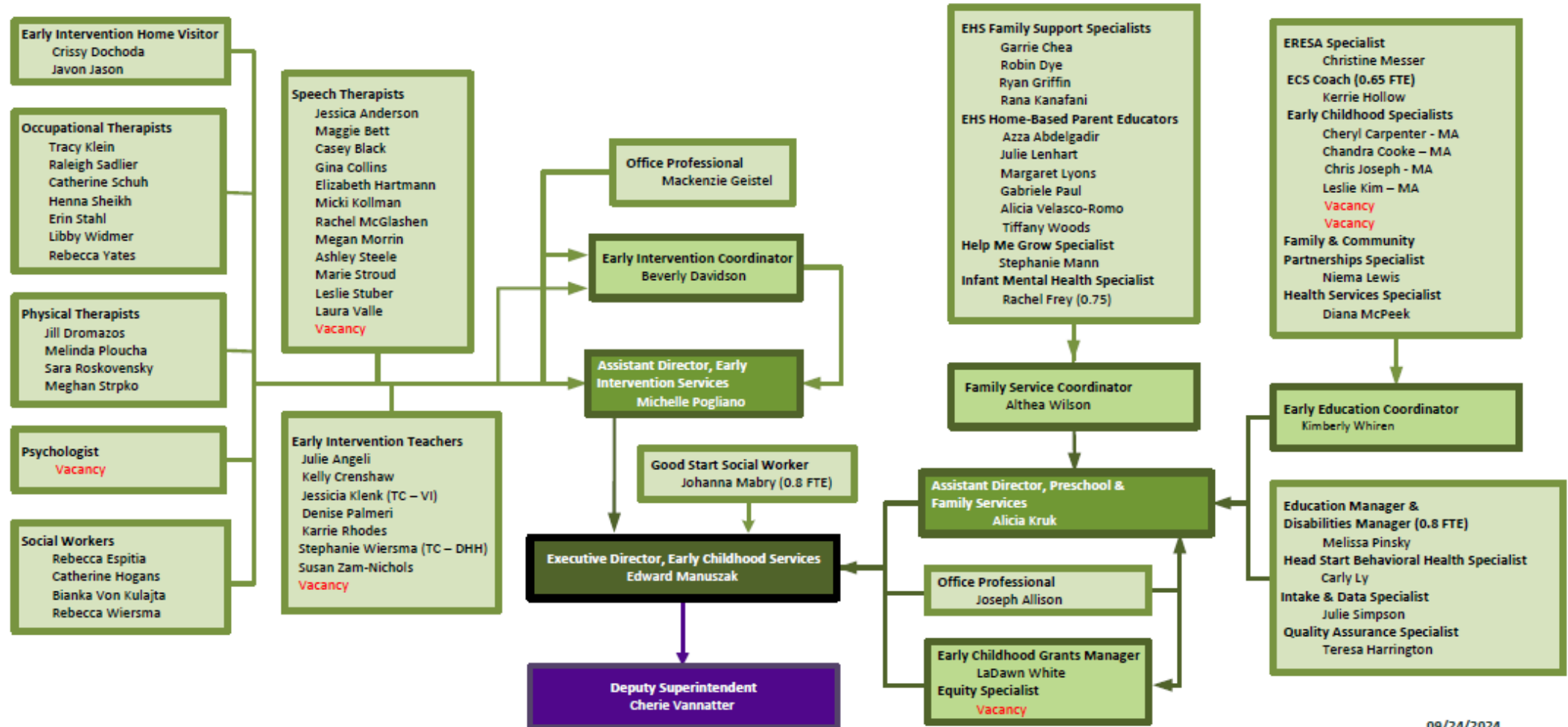
EARLY CHILDHOOD
Washtenaw ISD

Early Childhood Department Leadership

- Dr. Edward J. Manuszak II, Executive Director for Early Childhood
- Alicia Kruk, Assistant Director for Preschool and Family Services
- Michelle Pogliano, Assistant Director for Intervention Services
- LaDawn White, Grants Manager
- Bev Davidson, Early Intervention Coordinator
- Kim Whiren, Preschool and Early Education Coordinator
- Althea Wilson, Family Services Coordinator



Early Childhood Organizational Chart





WISD 2024-25 BoE Early Childhood Benchmarks – Goal 3

Strategy 1: Envision an early childhood ecosystem with PreK for All that serves all children and families well in Washtenaw County by building on state and federal funding and community partnerships.

Benchmark 1: ECE Ecosystem

- 1. Work on expansion of PreK for All while also tempering this work knowing the effects of the FY25 School Aid Budget.**
- 2. Taking an investigative look into the WISD-supported PreK programs and measure their levels of engagement with various age populations and how many children total are served.**
- 3. Develop a vision and roadmap that shares the long-term plans of what Early Childhood programming could look like in Washtenaw County with data and input from stakeholders.**
- 4. Continue to meet with local and federal elected officials to work on securing adequate funding to support the early childhood ecosystem.**

Pre K for All Overview

MiLEAP

PreK for All Roadmap

www.michigan.gov/prekforall



Children of the Rising Sun Early Childhood Institute, Detroit, MI. Photo courtesy of the Federal Reserve Bank of Chicago.

**Making the Vision a Reality:
A Roadmap for
Implementing *PreK for All***

January 2024



Pre K for All Overview

What is PreK for All?

Big Goal

- All 118,000 four-year-olds have the option to attend a free-high quality preK program
- By 2027, Michigan leads the nation for enrollment in high-quality preK

Why?

- Free preK helps kids learn, grow, and get ready for kindergarten
- Free preK puts money back in family's pockets
- Free preK supports & attracts talent

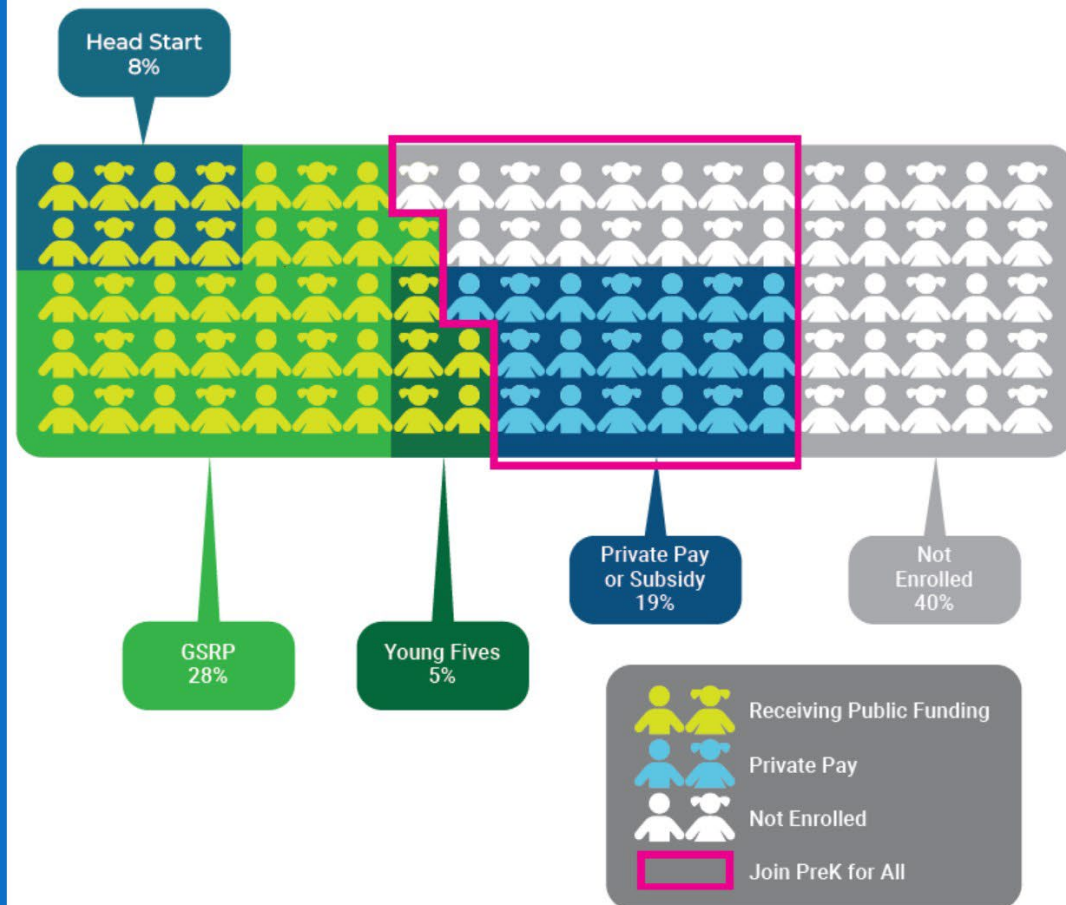
How?

- Expand & strengthen state's Great Start Readiness Program – in partnership with schools, child care providers, and Head Start
- Core values:
 - Equity
 - Quality
 - Parent choice
 - Focus on 0-5



Pre K for All Overview

Where are
our 118,000 4-
year-olds?



Pre K for All Overview

MiLEAP

5 Guiding Principles

- Children from less advantaged families must be served first.
- *PreK for All* programming is high quality, based on research on how young children learn best.
- Families can choose the setting they prefer, including schools and licensed child care settings.
- *PreK for All* teachers receive the same compensation as kindergarten teachers.
- *PreK for All* strengthens child care and three-year-old preschool programs and aligns with and leverages the high-quality early childhood infrastructure Michigan has created.



Children of the Rising Sun Early Childhood Institute, Detroit, MI. Photo courtesy of the Federal Reserve Bank of Chicago.

Making the Vision a Reality: **A Roadmap for Implementing *PreK for All***

January 2024



PreK for All – Washtenaw County



- Still known within the state as GSRP, the state of Michigan is working toward PreK for All! #1 Rated state offered PreK program in nation!
- Initiated by Gov. Whitmer in late January 2024, this will allow for the expansion of the state funded 4 year old preschool program and is now referred to as PreK for All!
- MiLEAP was created to work on this expansion and now they contract with American Community Service (ACS) to provide the data that determines the eligible number of 4 year olds (provided below by MiLEAP):
 - 4,290 eligible 4 year olds in Washtenaw County
 - At or below 50% of poverty = 365
 - 51%-100% = 210
 - 101% - 200% = 790
 - 201% - 300% = 475
 - 301% - 400% = 565
 - Over 400% = 1,885

Total Number PreK for All eligible = 2,405

Total Number Head Start eligible = 575





PreK for All – Washtenaw County



- **PreK for All and GSRP currently offers the following options:**
 - School Day Funding = \$10,185 - (WISD 10% cost \$1,019) = \$9,166
 - Extended Day Funding = \$12,222 – (WISD 10% cost \$1,222) = \$11,000
- **They also have offered Classroom Start Up Grants of \$25K (either new or expanded programs)**
 - These have been offered in 5 rounds (below is what Washtenaw County has been awarded)
 - Round 1 = \$125,000 Milan (\$25K), AAPS (\$75K), Dorothy's (\$25K)
 - Round 2 = \$25,000 LCS (\$25K)
 - Round 3 = \$50,000 LCS (25K), Milan (\$25K)
 - Round 4 = \$275,000 AAPS (75K), Manchester (\$25K), Dexter (\$25K), YCS (\$25K), St. Paul's (\$25K – not active), Green Apple (\$25K – not active), Foundations Preschool (\$25K), It's A Small World (\$25K), Community Day Care (\$25K – not active)
 - FY 25 Round 1 = \$125,000 Squiggle Room (\$25K), Mother of Many Children (\$25K), Play and Learn (\$25K), Fine Arts Preschool (\$25K), Green Apple (\$25K)
- **We have actively recruited new partners and have a system for onboarding and evaluating a program's readiness to meet the High Quality of the PreK for All/GSRP**
 - To achieve the 75 percent enrollment goal, PreK for All must be designed to meet the diverse needs of Michigan families. Families have a variety of needs and preferences, including values about how their children are educated, specific educational needs of their children, and the need to have PreK support work schedules. PreK for All can support robust enrollment by increasing eligibility while working to accommodate the preferences, needs, and work schedules of Michigan families.
- **GSRP also offered Transportation Grants (\$156,800) – FY 25**



PreK for All – Washtenaw County



- **2024-2025 Total Number of GSRP/PreK for All Children Served = 963**
 - **Districts/Programs = 21**
 - **Classrooms = 82**
 - **School Day (4 days per week) = 529**
 - **Extended Day (5 days per week) = 349**
 - **Slots left Open Still = 85**
 - **Programs showing interest = 6**
- **2023-2024 Total Number of GSRP/PreK for All Children Served = 763 children**
- **2022-2023 Total Number of GSRP/PreK for All Children Served = 759 children**





PreK for All – Washtenaw County



Programs	Children	Classrooms	School Day	Extended
Public School Districts	567	60	481	86
Private School Academy	48	3	48	0
Community Based	295	19	0	295
TOTALS	910	82	529	381
Non-Allocated	53		3	50
NEW TOTALS	963	82	532	431





PreK for All – Washtenaw County

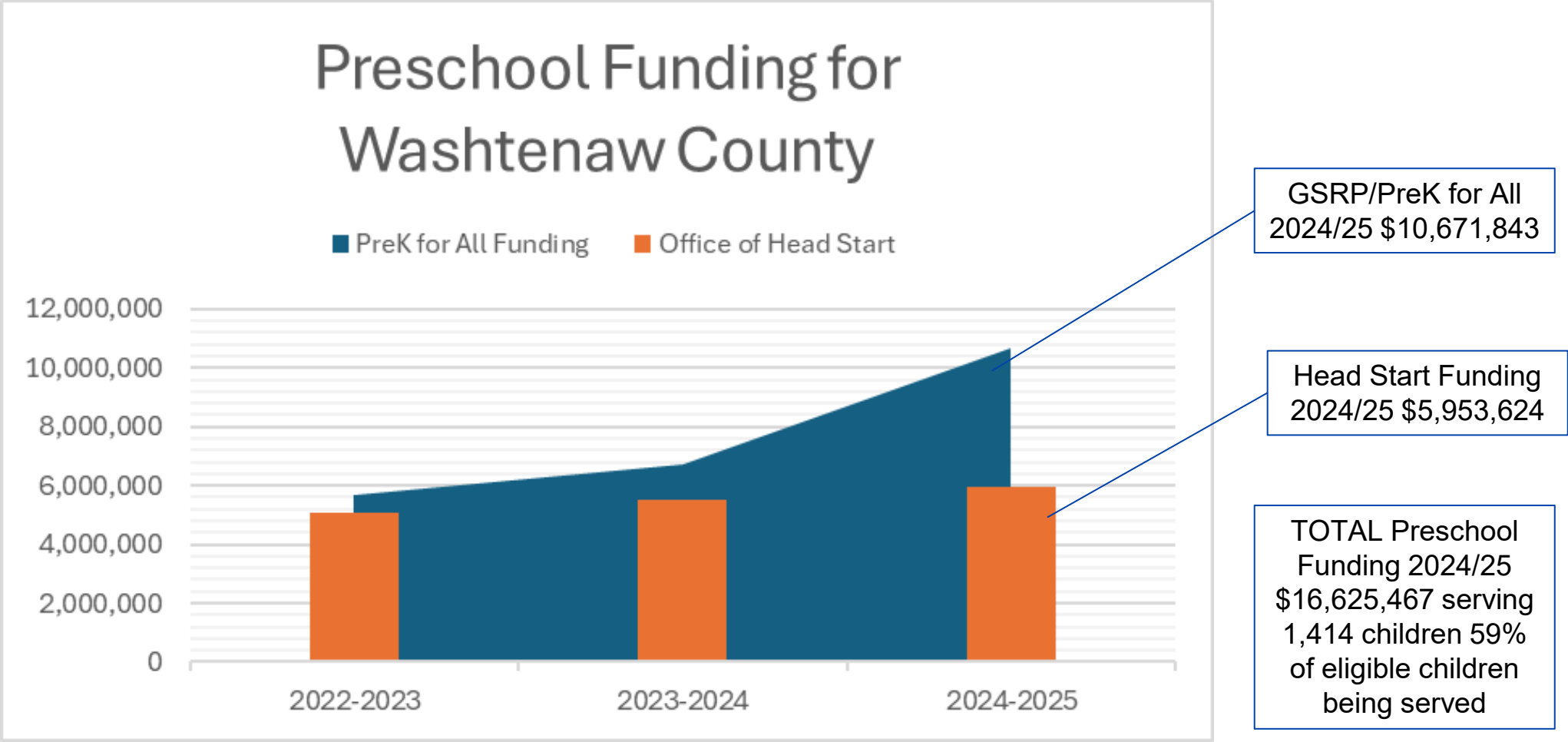


Office of Head (OHS) Grant Overview

- **Who is Served?**
 - 379 Head Start Children Served
 - 16 Early Head Start Center Based
 - 56 Early Head Start Home Based
- **How Are They Served?**
 - 1 SUB RECIPIENTS (CENTER BASE HS & EHS)
 - 4 PARTNERS (CENTER BASE HS & EHS)
 - 1 DIRECT SERVICE PROGRAM -EHS HOME BASE
- **Fiscal Details**
 - HS/EHS NOA \$5,584,564
 - NON-FEDERAL SHARE: \$1,421,141.00
 - 25% of program awards should be generated from in-kind contributions
 - FISCAL YEAR: JULY 1-JUNE 30
 - Still waiting on our \$369,060 Start Up Fund Request



GSRP/PreK for All and OHS Funding History



Early Childhood Grant Funded Programs EARLY CHILDHOOD Washtenaw ISD

- PreK for All/GSRP = \$10,671,843
- PreK for All/GSRP Transportation = \$156,800
- Head Start/Early Head Start = \$5,953,624
- Early On State = \$714,199
- Early On Fed = \$347,777
- Great Start Collaborative (32p) = \$340,980
- Great Start Collaborative (32p4) = \$234,241
- OCED = \$90,000
- Total = \$18,509,464



Dreaming...



Questions and Thank you!



- If you have any questions, please contact us or you can find out further information about the WISD Early Childhood Programs by clicking on this link:
<https://www.washtenawisd.org/our-schools-programs/early-childhood/> or
<https://helpmegrowwashtenaw.org/>

DATE: November 6, 2024

TO: Naomi Norman, Superintendent

FROM: Dr. Edward J. Manuszak II, Executive Director for Early Childhood

SUBJECT: 2024 Head Start Awareness Awards

The Washtenaw County Head Start Team would like to recognize Zahra Yusuf and Teresa Harrington as the recipients of the 2024 Head Start Awareness Awards. This is in concert with October being Head Start Awareness Month.

We received two nominations from our programs and WISD staff. Both are very deserving of this award. Zahra Yusuf is the Associate Teacher in Room 5 at Beatty Early Learning Center and Teresa is the Quality Assurance Specialist for all WISD Head Start locations. We would like to honor these two individuals at the board meeting on November 12, 2024.

Please see the attached nomination letters for the award recipients.

Washtenaw County Head Start Awareness Award

In honor of October being National Head Start Awareness month we would like to recognize a Head Start Parent, Volunteer, Community Partner or Head Start Employee. Please complete the form below.

A team of WISD Early Childhood staff will review the nominations and choose the winner(s). In addition to receiving the award, winners will be recognized by the Washtenaw ISD Board of Education, be featured in the ISD Early Childhood Department's S'more Newsletter and the Annual Report.

Name of candidate: Teresa Harrington

Association with Head Start: Staff/Quality Assurance Specialist

Share their Head Start story/journey/impact

Teresa is the quintessential professional embodiment of Head Start. Her dedication to the community and our families is unmatched, and her knowledge of the Head Start program is unparalleled and invaluable. She is continuously dedicating herself to the mission of the program in respect to children and families, teaching and school staff, transportation and support staff, and program facilitators and administrators. From entrance meetings in preparation for the school year, community partnerships and connections made for our annual conference, monthly new staff orientations to onboard newcomers, quality assurance keeping our program in check and accountable, understanding program guidelines to set our schools up for success, and *so much else* that falls outside and in between, it's a wonder and amazement that she manages to sustain the time and energy to look after the children in her own home after work hours. It is my firm and sincere belief that there is nobody more deserving of this Head Start Awareness Award recognition than Teresa Harrington. We are immeasurably fortunate to have her on our team.

Washtenaw County Head Start Awareness Award

In honor of October being National Head Start Awareness month we would like to recognize a Head Start Parent, Volunteer, Community Partner or Head Start Employee. Please complete the form below.

A team of WISD Early Childhood staff will review the nominations and choose the winner(s). In addition to receiving the award, winners will be recognized by the Washtenaw ISD Board of Education, be featured in the ISD Early Childhood Department's S'more Newsletter and the Annual Report.

Name of candidate: Zahra Yusuf

Association with Head Start: (example(s) parent, grandparent, community partner, staff etc.).

Associate Teacher in Room 5 at Beatty ELC for Ypsilanti Community Schools

Share their Head Start story/journey/impact

Ms. Zahra Yusuf loves her role within Head Start and is someone who has been at Beatty Early Learning Center since the building was opened in 2004. She has worked for Ypsilanti Community Schools for 29 years and now is beginning to serve children in the program of the children she had taught when first starting in her role. She began her role at Fletcher, then to Perry Early Learning Center and Elementary School and then now at Beatty.

She speaks of her role with passion and commitment and prides herself on caring for children as though they were her own children. To be in her presence is to know what it means when you love what you do, you are not working, it is your love therefore it is not work, it is more than a job, it is a calling. Ms. Yusuf is called to be the best version of herself in her role as an Assistant Teacher and due to her longevity, she is beholden by those who know her.

It is with this mindset, that I Dr. Edward J. Manuszak II, Executive Director for Early Childhood at the Washtenaw Intermediate School District nominate Ms. Zahra Yusuf for the honor of being recognized in October for National Head Start Awareness month to be awarded this distinction of service for her years of service and commitment to uplift children and families in the Head Start program!

Submitted by:

Name

Title



**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION MEETING MINUTES**

Tuesday, October 29, 2024

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, October 29, 2024 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 PM by President Diane Hockett.

ATTENDANCE

The following members were present:

Diane Hockett, President
Mary Jane Tramontin, Vice President
Steve Olsen, Secretary
Sarena Shivers, Treasurer

The following member was absent:

Quorum was met.

Also present:

Naomi Norman, Superintendent
Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent
Ashley Kryscynski, Director of Communications and Public Relations
Edward Manuszak, Executive Director of Early Childhood
LaDawn White, Early Childhood Grant Manager
Patricia Dignan, Trustee Candidate
Jason Towler, Trustee Candidate
Beth Kubitskey, Trustee Candidate
Dorcas Musili, Trustee Candidate
Sadaf Ali, Trustee Candidate
TJ Greggs, Administrative Assistant to the Superintendent

APPROVAL OF THE AGENDA

Steve Olsen moved, Mary Jane Tramontin seconded, to approve the agenda, as presented.

Ayes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers, Steve Olsen

Nays: None.

Motion carried.

COMMUNICATIONS: There were no communications.

PUBLIC PARTICIPATION: There was no public participation.

FINANCIAL REPORTS – Associate Superintendent Brian Marcel reviewed the financial reports for September 2024 and Grant Manager of Early Childhood LaDawn White reviewed the Head Start financial reports for September 2024.

Mary Jane Tramontin moved, Sarena Shivers seconded, that the Board of Education approve the September 2024 Head Start financial report, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers, Steve Olsen

Voting no: None.

Motion carried.

EQUITY, INCLUSION, AND SOCIAL JUSTICE DIALOGUE: Superintendent Naomi Norman facilitated the Equity, Inclusion, and Social Justice (EISJ) discussion, sharing about the following:

- Importance of attending to our new mission, values, and equity policy when going through the board member candidate interviews later in the meeting.

CONSENT AGENDA

Steve Olsen moved, Mary Jane Tramontin seconded, that the Board of Education approve the minutes and Superintendent's recommendations in the Consent Agenda, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers, Steve Olsen

Voting no: None.

Motion carried.

Approval of Minutes

The Board approved the revision of the minutes of the October 15, 2024, regular meeting.

040-24-25

The Board approved the following employment recommendations:

- Cathryn Smoot as a Speech Pathologist.
- Katy Czarnecki as a Head Start/GSRP Early Childhood Specialist.
- Kara Lily as a Mental Health Practitioner.
- LaKeisha Floyd as a General Ed Social Worker.
- Ayowale Oladipo as a Student Worker for the Dishwashing position at High Point.

041-24-25

The Board approved the following reclassification requests:

- Alyssa Nicol, Coordinator, Early Literacy and English Learner Initiatives, 1.0 FTE, 210 Workdays, Non-Affiliated to Coordinator of Early Math, 1.0 FTE, 210 Workdays, Non-Affiliated.

042-24-25

The Board approved the following new position requests:

- Certified Nurse Assistant (CNA), 1.0 FTE, 205 workdays, Worksite: High Point, Unit I bargaining.
- Special Education Teacher Consultant, 1.0 FTE, 185 workdays, Worksite: WAVE, Unit II bargaining.

043-24-25

The Board authorized administration to approve the WCCMH Millage Mental Health and Public Safety Proposal for \$2,312,658, as presented.

044-24-25

The Board authorized administration to approve contract amendment with JD Learning Partners for a cost not to exceed \$10,000.00, as presented.

045-24-25

The Board of Education authorized administration to approve the \$66,000 per year contract with the Washtenaw County Sheriff's Office for the continued provision of educational services in the Washtenaw County Jail, as presented.

046-24-25

The Board of Education authorized administration to approve the contract with the Student Advocacy Center to provide a statewide helpline for families in educational crisis, for a cost not to exceed \$100,000.00, as presented.

NEW BUSINESS – WISD Board of Education Candidate Interviews: The WISD Board of Education interviewed the 5 candidates who applied for the position of Trustee on the WISD Board of Education. After all 5 candidates were interviewed, the Board of Education deliberated and came to a decision on the final candidate and a back-up candidate for the position of Trustee.

Mary Jane Tramontin moved, Sarena Shivers seconded, that the Board of Education appoint Dorcas Musili for the position as Trustee pending address verification with Beth Kubitskey being appointed in the event that the first candidate withdraws.

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers Steve Olsen

Voting no: None.

Motion carried.

OTHER ITEMS OF BUSINESS: There were no other items of business.

BOARD OF EDUCATION REPORTS:

ADMINISTRATIVE REPORTS - Superintendent's Report:

ADJOURNMENT.

The meeting was adjourned at 8:54 PM
Respectfully submitted,

Steve Olsen, Secretary
Washtenaw ISD Board of Education

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: DarNesha Green, Mental Health Supervisor

DATE: 10/30/2024

RE: New Hire Recommendation – General Ed. Social Worker

I would like to recommend Alexis Correa for employment as a General Ed. Social Worker. Alexis Correa received his master's degree in social work from the University Of Michigan and has most recently been employed as a Check and Connect Mentor.

If approved by the Board, Alexis Correa's salary will be \$62,269 MA 205-Days Step 2. All other fringe benefits will be set forth in the Unit II contract.

Professional Profile

Student Advocacy Center of Michigan – Ypsilanti, MI

08/2018-Present

Check and Connect Mentor

- Facilitate an intensive, long-term evidence-based intervention program for students who are showing disengagement from school through absenteeism, behavior and/or grades
- Dismantle the school to prison pipeline and facilitate meetings where students are able to explore and plan ways to impact the policies and laws that impact their live
- Daily connects with 20 or more students to ensure school engagement, to provide problem-solving tools and intervention strategies, and build a positive relationship
- Attend school based meetings (e.g., team meetings, IEP meetings, suspension re-entry meeting, etc.) and advocating for support services as needed
- Collect and analyze data to design personalized interventions for target students
- Collaborate with schools, extracurricular programs and local organizations to encourage improved participation, performance, and success for students who are disengaged from school and learning
- Implement a twice monthly elementary student group based on the Positive Action curriculum
- Document student progress and mentor efforts on a regular basis (i.e., completing monitoring forms and contact logs) that are in compliance with grant benchmarks
- Serve as a bridge between the student, school, parent and community

Washtenaw Intermediate School District - Ann Arbor, MI

01/2023-04/2024

Bridge Team Intern

- To support the physical, mental, and emotional well-being of K-12 students throughout Washtenaw County
- Providing clinical services support to students the surrounding communities by providing individual or group counseling sessions
- Documentation and maintaining casenotes of services provided through bhWorks program
- Shadowed and supported Bridge Team Clinicians during field therapeutic sessions

Education Project Intern

- Identifying and supporting families that are experiencing homelessness and temporary living situations enroll, regularly attend, and succeed in school
- Completing intake documentation to gain a better understanding of the student needs and family barriers
- Providing a variety of services for clients; school advocacy, transportation, school supplies, clothing vouchers, education-related financial assistance, and other referrals to outside agencies

Big Brothers Big Sisters of Washtenaw County – Ypsilanti, MI

01/2017-08/2018

Match Support Specialist

- Provided on-time match support to ensure child safety, positive impacts for youth, constructive and satisfying relationships between children and volunteers, and a strong sense of affiliation with the agency
- Produced positive outcomes in the following areas: match closure rate, match retention rate, average match length, volunteer rematch rate, and customer satisfaction

Alexis Correa (he/him/his)

-
- Real and/or potential problems and barriers are identified, addressed and resolved as early as possible.
 - Reviewed all enrollment information and make recommendations for participation in the program
 - Demonstrated strong interpersonal skills with the ability to work with diverse populations

Boys and Girls Club of America – Ferndale, MI

10/2016-01/2017

Education Director

- Facilitated daily educational programs for Boys and Girls Club members including: tutoring, literacy programs, and grant funded academic programming
- Provided program planning, implementation, and evaluation
- Maintained working relationship with area schools and teachers
- Communicated effectively with the community, staff members, and volunteers
- Attend regular staff meetings and be responsible for extensive record keeping and documentation
- Facilitated group member programs and plan special events
- Supervised the learning center and volunteers

Playworks – Philadelphia, PA

08/2010-06/2015

Program Manager

- Managed program in more than 15 Philadelphia public schools affecting positive change the lives of over 9,000 students
- Created an atmosphere of inclusion and growth resulting in the highest retention rate of Program Coordinators (Coaches) through the National Playworks organization.
- Nurtured relationships with teachers and principals to effectively implement the Playworks program
- Facilitated yearly training session for coaches on implementation of the program
- Conducted team-building exercises and weekly trainings to keep coaches engaged

Program Coordinator

- Implemented Playworks curriculum at a school site for the duration of the school year
- Implemented organized play methods which emphasized conflict resolution, teamwork and relationship building during recess for K-5
- Managed after school program that helped with homework, leadership and additional organized play opportunities
- Coordinated free recreation leagues (volleyball, basketball, soccer) for intercity youth providing an opportunity to build skills and confidence

Professional Development

- Motivational Interviewing.
- Adverse Childhood Experiences
- Applied Suicide Intervention Skills Training
- Restorative Practices: Facilitating Restorative Circles
- Recognizing & Supporting Students Experiencing Homelessness

Alexis Correa (he/him/his)

- Positive Behavioral Interventions Support
- Suicide Response and Safety Planning
- Train the Trainer: Check and Connect Model
- Youth Mental Health and Safety

Professional Organizations

- Sigma Lambda Beta International Fraternity, 2006
- The Honor Society of Phi Kappa Phi Fraternity, 2023
- AmeriCorps, 2011 & 2012 Alumni
- National Association of Social Workers, Michigan Chapter, 2022
- Child Welfare Student Association, 2022
- Latinx Social Work Coalition, 2022

Awards

- **National Check & Connect Champion Award, 2022**
 - This mentor goes above and beyond to help their students navigate schools by tracking their progress, personalizing their interventions and targeting strategies to meet their needs.

Education

Master of Social Work, University of Michigan, April 2024

- Interpersonal Practice in Integrated Health, Mental Health, and Substance Abuse

Graduate Certificate, Pennsylvania State University, June 2014

- Community and Economic Development

Bachelor of Applied Arts, Central Michigan University, May 2006

- Major: Sports Management

New Position Recommendation

Position Title:	Communications Specialist III
FTE:	100
# of Workdays/Year:	230
Salary:	Per Board approval.
Worksite:	Teaching & Learning Center
Bargaining Unit:	Non-Affiliated
Department:	Administration

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
JOB DESCRIPTION**

Job Title: Communications Specialist III
Department: Administrative Services
Reports To: Director of Communications and Public Relations
FLSA Status: Exempt, Full-time
Prepared By: Ashley Kryscynski
Director of Communications and Public Relations
Preparation Date: October 1, 2024
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director of HR and Legal
Approval Date: November 4, 2024

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

POSITION SUMMARY:

The Communications Specialist III provides marketing and communication expertise for the District's projects and campaigns. The Communications Specialist III will provide support and project coordination to Washtenaw Intermediate School District and local constituent school districts as assigned. The position uses multiple communication channels to promote the work of the district, its programs and learners, and its partnerships. The associated job duties are performed independently and in collaboration with other departments within the district, local public-school administrators, families, students, and other community leaders such as business and industry partners. The ideal candidate will demonstrate a willingness and ability to promote, communicate, and embrace the District's commitment to equity, inclusion, and social justice in the classroom and work environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational equities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Education Equity Policy, including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Directly supports and implements the District's strategic communication plan, and also develops and manages project-specific communication plans using the Research, Planning, Implementation, and Evaluation (RPIE) process. Specific projects may focus on Career Technical Education, early childhood, and more, and each will be aligned with the District's broader strategic communication plan. This includes developing and implementing strategies, objectives and tactics such as:
 - Developing, composing, revising and distributing communication and marketing materials to promote district initiatives, programs and services.
 - Preparing and refining consistent messaging for internal and external audiences.
 - Managing website content, social media, and other communication tools.

- Building and maintaining relationships with community members and local constituents, as well as members of the media. This may include collaborating with partners, serving on committees, and/or making presentations to community groups about WISD services and activities.
 - Coordinating data collection, evaluation, and report preparation, compilation and dissemination.
- Seeks out multiple perspectives and diverse voices so communication and district engagement efforts are inclusive, welcoming, and supporting positive relationships with staff, students, families, and the community. This may include facilitating focus groups, hosting community meetings, developing and implementing surveys, and more.
- Provides project and administrative support to the Director of Communications for departmental and agency initiatives:
 - Works with external communication, marketing, and advertising vendors, and assists with related contracts.
 - Assists in providing training and consultation on customer service, marketing, public relations, and communication.
 - Assists coordination and execution of special district events including Opening Day, retirement recognitions, and other staff, student and family events.
 - Assists in implementing crisis communication plans and protocols to ensure timely and accurate communication in the event of emergencies. This may include delivering agency messages via electronic notification system, telephone system/voice mail/email and other electronic media (inclement weather, breaking news, bereavement, etc.).
 - Supports regional, state and national communication and school public relations initiatives, including coordinated campaigns, professional learning opportunities, and shared services.
 - Provides information/consultation on and/or assistance with annual reports; survey research, public opinion surveys, and focus groups; media relations; bond and millage information campaigns; newsletter design and layout; communication planning; advertising and marketing; customer service; crisis communication; meeting and retreat facilitation; other communication, marketing and public relations areas, upon request.
- May occasionally be required to work during the evening and/or weekend.
- Maintains regular, predictable in-person attendance.
- **OTHER RELATED DUTIES AS ASSIGNED.**

SUPERVISORY RESPONSIBILITIES:

- N/A

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Possesses a Bachelor's degree in Public Relations, Journalism, Communications, or other industry-recognized credential such as an Accreditation in Public Relations (APR).
- Possesses a minimum of three (3) years of communications, public relations and/or marketing experience with a demonstrated record of accomplishment.
- Possesses experience in the field of public education (or equivalent).

CERTIFICATES, LICENSES, AND REGISTRATIONS:

- Possesses a current valid driver's license.

LANGUAGE SKILLS:

- Exhibits ability to work effectively and collaboratively with other departments, agencies, and individuals.
- Demonstrates ability to write for print and digital, including but not limited to: newsletters, social media, news releases, reports, correspondence, scripts, marketing copy, survey questionnaires, procedures and policy.
- Demonstrates ability to effectively present information and respond to questions from groups of educators, families, customers, and the general public.
- Demonstrates ability to facilitate group process.
- Exhibits ability to express self clearly, both orally and in writing.
- Demonstrates excellent customer service skills.
- Exhibits ability to articulate the need for marketing and outreach efforts in public education.

TECHNICAL SKILLS:

- Demonstrates ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms.
- Exhibits knowledge of productivity applications such as Microsoft Office and Google G Suite (word processing, spreadsheets, database and presentation software) is required.
- Demonstrates ability to synthesize complex information into simple communication.
- Possesses a proven track record of successfully managing multiple projects with complex and competing timelines, budgets, and deadlines.
- Possesses experience using digital and social media.
- Possesses experience with photography and videography.
- Possesses experience with managing and tracking budgets.
- Possesses strong news judgment, writing, editing, presentation and design skills.
- Possesses research, organization, development and planning skills.
- Possesses a broad knowledge of event planning, presentation design, customer service, public relations, marketing and advertising.
- Demonstrates ability to multi-task and meet deadlines.
- Demonstrates ability to organize, prioritize, and work independently, as well as cooperatively with diverse groups.
- Demonstrates ability to integrate technology into the everyday workflow.
- Demonstrates ability to implement new technologies.
- Experience with layout/design preferred.

REASONING ABILITY:

- Demonstrates ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Demonstrates ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Exhibits a high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects, and maintain a flexible attitude.
- Demonstrates ability to define problems, collect data, establish facts, and draw valid conclusions.
- Demonstrates ability to interpret complex technical documents.

INTERPERSONAL SKILLS:

- Possesses exceptional organizational, leadership, and interpersonal skills.
- Exhibits ability to work independently with management guidance.

- Exhibits excellent customer service and communication skills with a client-centered focus.
- Demonstrates ability to build rapport with others and to serve diverse publics.
- Exhibits ability to take initiative, work well with others as a collaborative team member and exhibit good communication skills.
- Demonstrates ability to work effectively and collaboratively with other departments, agencies and individuals.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit, walk, stand, talk and listen. The employee is occasionally required to bend and or twist at the trunk more than the average person. The employee is continuously repeating the same hand, arm or finger motion many times. The employee is frequently required to talk or hear. The employee may occasionally lift and/or move up to 50 pounds such as books and training material. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. This position requires the individual to travel and/or drive to various off-site locations. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. Occasionally the employee may be required to be outdoors for a short period of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary ranging (dependent upon experience) from \$75,150 - \$92,359.

Washtenaw Intermediate School District is a drug-free workplace.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic

information, sexual orientation or any legally protected characteristic, 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.

New Position Recommendation

Position Title:	School Social Worker - WEOC
FTE:	100
# of Workdays/Year:	185
Salary:	Per Unit II CBA
Worksite:	Other
Bargaining Unit:	Unit II
Department:	Special Education

WASHTENAW INTERMEDIATE SCHOOL DISTRICT JOB DESCRIPTION

Job Title: School Social Worker
Location: WEOC Programs – WAVE/ECA/WIHI
Department: Special Education Services
Reports To: Special Education Principal
Prepared By: Cherie Vannatter
Deputy Superintendent
Prepared Date: October 21, 2024
Approved By: Cassandra Harmon-Higgins, Esq.
Executive Director of Human Resources and Legal Services
Approved Date: October 24, 2024

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The School Social Worker evaluates, plans, and implements services for students who attend the ~~WISD~~ special education programs within the education/community setting as well as assist in reading and collecting data which will lead to program development for individual students. This position works with and instructs classroom staff, related services staff, administrators, and parents in the implementation of programming.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Demonstrates an awareness of and commitment to Trauma-Informed Care practices to support student success and growth within the educational setting.
- Attends in Individualized Education Planning (“IEP”) Committee and any other meetings pertinent to the IEP process.
- Participates as an active member of a student support team.
- Provides support to students and their families.
- Consults with staff members and assists in program planning for students.
- Investigates and disseminates information related to student experiences in and out of school and assesses the impact of these experiences on student functioning in the program.
- Serves as liaison between school personnel, family, and other agencies.
- Compiles student socio-emotional history and evaluations.
- Consults with case coordinator providing a supportive and interpretive liaison service among parents, school personnel and students.
- Provides materials and consultant services to the parents and educational staff so they may better understand and appreciate the nature and degree of the disability.
- Assists in evaluating supports for students.
- Collaborates with building administration, instructional staff, medical staff, and other agencies to integrate students into the community, with emphasis on involving families, facilitating natural supports, and

focusing instruction and behavioral strategies on long-term outcomes.

- Participates in special education program activities, staff meetings, student/staff meetings, program meetings, in-service activities and other meetings as determined necessary.
- Participates in district level staff meetings, in-service activities, staff development/special programs, school improvement teams and planning committees as appropriate to the assignment.
- Works cooperatively and communicates with District and constituent district staff, students, and parents/guardians.
- Maintains accurate attendance records and appropriate reports.
- Adheres to District health and safety rules, policies, and procedures.
- Supports WISD vision and mission to enhance achievement for all students.
- Supports a team-based approach to problem solving.
- Demonstrates operational knowledge of Internet and Web-related technologies.
- Demonstrates skills and comfort using the latest instructional online tools and technology.
- Maintains regular predictable attendance.
- Performs billing functions for Medicaid.
- Maintains accurate case records and documentation, meeting the requirements for Part B of IDEA.
- **OTHER RELATED DUTIES AS ASSIGNED.**

SUPERVISORY RESPONSIBILITIES:

- N/A.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Possesses a Master's Degree in social work - REQUIRED.
- Possesses a minimum of 500 clock hours supervised social work practicum.
- Possesses previous experience and training working with students who have a wide range of cognitive, physical, and emotional abilities.
- Possesses experience with computer instruction and technology.
- Possesses ability to assist in interventions for students.
- Possesses ability to understand and be able to implement behavior intervention strategies.
- Possesses knowledge and understanding of the social workers role in a team environment.
- Experience working with virtual online instructional setting.
- Possesses such alternatives to the above qualifications as the Board may find appropriate and acceptable.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Eligible for temporary or full approval as school social worker through the MDE.
- Must hold valid social work license through the Michigan Dept. of Licensing and Regulatory Affairs.

LANGUAGE SKILLS:

- Exhibits ability to work with elementary and secondary students.
- Demonstrates ability to read, analyze and interpret information including periodicals and professional journals.
- Exhibits ability to write routine reports and correspondence.
- Demonstrates ability to effectively present information and respond to questions from groups of educators, parents, students, and the general public.

TECHNICAL SKILLS:

- Demonstrates ability to integrate technology into the everyday workflow is necessary.
- Demonstrates ability to utilize District technology and work to maintain proficiency, as required skill sets change with technology and/or the needs of the District.
- Demonstrates ability to use computer technology for research, data management, communications, and other instruction.
- Exhibits ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communication mechanisms.
- Demonstrates knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) is required.
- Demonstrates ability to use computer technology for research, data management, communications, and other instruction.
- Exhibits ability to select and administer appropriate assessment tools and interpret results of assessment.
- Exhibits ability to use online instructional tools and technology.

MATHEMATICAL SKILLS:

- Exhibits ability to apply the concepts of basic math, algebra, and geometry consistent with the duties of this position.

REASONING ABILITY:

- Exhibits a high proficiency in subject areas of reasoning, problem solving, organizational dynamics and emotional intelligence.
- Exhibits ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Demonstrates ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Demonstrates ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

INTERPERSONAL SKILLS:

- Exhibits ability to build rapport with others and to serve diverse publics.
- Possesses the skills and desire to work in a collaborative team with others.
- Demonstrates ability to take initiative, work well with others as a collaborative team member and exhibit good communication skills.
- Demonstrates ability to work effectively and collaboratively with other departments, agencies, and individuals.
- Demonstrates ability to work creatively and skillfully with students.
- Demonstrates ability to take initiative and be understanding when working with students, staff, and parents/guardians.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds such as books and teaching material or when assisting in student interventions. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to

sometimes work irregular or extended work hours and meet multiple demands from several people. The ability to travel to other buildings is required.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee is frequently required to interact with the public and other staff. The employee is directly responsible for the safety and well-being of students. The employee is exposed to infections at a greater risk than the average person. Occasionally the employee may be required to be outdoors for a short period of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

This position is subject to terms, conditions, and calendar of the Master Agreement between the District and Unit II AFT Local 3760. Starting salary ranging (dependent upon experience) from \$47,180 – \$101,817.

Washtenaw Intermediate School District is a drug-free workplace.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, 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.

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

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SUMMARY:

The School Social Worker evaluates, plans, and implements services for students who attend the ~~WISD~~ special education programs within the education/community setting as well as assist in reading and collecting data which will lead to program development for individual students. This position works with and instructs classroom staff, related services staff, administrators, and parents in the implementation of programming.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Demonstrates an awareness of and commitment to Trauma-Informed Care practices to support student success and growth within the educational setting.
- Attends in Individualized Education Planning (“IEP”) Committee and any other meetings pertinent to the IEP process.
- Participates as an active member of a student support team.
- Provides support to students and their families.
- Consults with staff members and assists in program planning for students.
- Investigates and disseminates information related to student experiences in and out of school and assesses the impact of these experiences on student functioning in the program.
- Serves as liaison between school personnel, family, and other agencies.
- Compiles student socio-emotional history and evaluations.
- Consults with case coordinator providing a supportive and interpretive liaison service among parents, school personnel and students.
- Provides materials and consultant services to the parents and educational staff so they may better understand and appreciate the nature and degree of the disability.
- Assists in evaluating supports for students.
- Collaborates with building administration, instructional staff, medical staff, and other agencies to integrate students into the community, with emphasis on involving families, facilitating natural supports, and focusing instruction and behavioral strategies on long-term outcomes.
- Participates in special education program activities, staff meetings, student/staff meetings, program meetings, in-service activities and other meetings as determined necessary.
- Participates in district level staff meetings, in-service activities, staff development/special programs, school improvement teams and planning committees as appropriate to the assignment.
- Works cooperatively and communicates with District and constituent district staff, students, and parents/guardians.
- Maintains accurate attendance records and appropriate reports.
- Adheres to District health and safety rules, policies, and procedures.
- Supports WISD vision and mission to enhance achievement for all students.
- Supports a team-based approach to problem solving.
- Demonstrates operational knowledge of Internet and Web-related technologies.
- Demonstrates skills and comfort using the latest instructional online tools and technology.
- Maintains regular predictable attendance.
- Performs billing functions for Medicaid.
- Maintains accurate case records and documentation, meeting the requirements for Part B of IDEA.
- **OTHER RELATED DUTIES AS ASSIGNED.**

SUPERVISORY RESPONSIBILITIES:

- N/A.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Possesses a Master's Degree in social work - REQUIRED.
- Possesses a minimum of 500 clock hours supervised social work practicum.
- Possesses previous experience and training working with students who have a wide range of cognitive, physical, and emotional abilities.
- Possesses experience with computer instruction and technology.
- Possesses ability to assist in interventions for students.
- Possesses ability to understand and be able to implement behavior intervention strategies.
- Possesses knowledge and understanding of the social workers role in a team environment.
- Experience working with virtual online instructional setting.
- Possesses such alternatives to the above qualifications as the Board may find appropriate and acceptable.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Eligible for temporary or full approval as school social worker through the MDE.
- Must hold valid social work license through the Michigan Dept. of Licensing and Regulatory Affairs.

LANGUAGE SKILLS:

- Exhibits ability to work with elementary and secondary students.
- Demonstrates ability to read, analyze and interpret information including periodicals and professional journals.
- Exhibits ability to write routine reports and correspondence.
- Demonstrates ability to effectively present information and respond to questions from groups of educators, parents, students, and the general public.

TECHNICAL SKILLS:

- Demonstrates ability to integrate technology into the everyday workflow is necessary.
- Demonstrates ability to utilize District technology and work to maintain proficiency, as required skill sets change with technology and/or the needs of the District.
- Demonstrates ability to use computer technology for research, data management, communications, and other instruction.
- Exhibits ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communication mechanisms.
- Demonstrates knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) is required.
- Demonstrates ability to use computer technology for research, data management, communications, and other instruction.
- Exhibits ability to select and administer appropriate assessment tools and interpret results of assessment.
- Exhibits ability to use online instructional tools and technology.

MATHEMATICAL SKILLS:

- Exhibits ability to apply the concepts of basic math, algebra, and geometry consistent with the duties of this position.

REASONING ABILITY:

- Exhibits a high proficiency in subject areas of reasoning, problem solving, organizational dynamics and emotional intelligence.
- Exhibits ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Demonstrates ability to solve practical problems and deal with a variety of concrete variables in situations

where only limited standardization exists.

- Demonstrates ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

INTERPERSONAL SKILLS:

- Exhibits ability to build rapport with others and to serve diverse publics.
- Possesses the skills and desire to work in a collaborative team with others.
- Demonstrates ability to take initiative, work well with others as a collaborative team member and exhibit good communication skills.
- Demonstrates ability to work effectively and collaboratively with other departments, agencies, and individuals.
- Demonstrates ability to work creatively and skillfully with students.
- Demonstrates ability to take initiative and be understanding when working with students, staff, and parents/guardians.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds such as books and teaching material or when assisting in student interventions. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people. The ability to travel to other buildings is required.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee is frequently required to interact with the public and other staff. The employee is directly responsible for the safety and well-being of students. The employee is exposed to infections at a greater risk than the average person. Occasionally the employee may be required to be outdoors for a short period of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

This position is subject to terms, conditions, and calendar of the Master Agreement between the District and Unit II AFT Local 3760. Starting salary ranging (dependent upon experience) from \$47,180 – \$101,817.

Washtenaw Intermediate School District is a drug-free workplace.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, 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.

New Position Recommendation

Position Title:	Speech Language Pathologist - WEOC
FTE:	100
# of Workdays/Year:	185
Salary:	Per Unit II CBA
Worksite:	Other
Bargaining Unit:	Unit II
Department:	Special Education

Washtenaw Intermediate School District Job Description

Job Title: Speech and Language Pathologist
Location: WEOC Programs -WAVE/ECA/WIHI
Department: Special Education Services
Reports To: Supervisor of Special Education
FLSA Status: Exempt
Revised By: Cherie Vannatter, Deputy Superintendent
Revised Date: October 14, 2024
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director Human Resources and Legal Services
Approved Date: October 24, 2024

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Speech and Language Pathologist provides prevention, assessment and remediation services for students who exhibit difficulties in the areas of language, speech, voice and fluency and are designed to help students meet their educational needs. The Speech and Language Pathologist continuously improves their practice through professional learning and collaboration with peers.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Demonstrates an understanding and implementation of Trauma-Informed Care Practices for students and families.
- Demonstrates excellent customer service.
- Uses a variety of appropriate formal and informal tools and techniques including observations and interviews to evaluate the progress and performance of students and families.
- Assesses to determine students' communication skills (e.g., articulation, fluency, voice, expressive and receptive language, etc.) for the purposes of developing recommendations for prevention and intervention plans that enable students to benefit from their educational experience.
- Collaborates and consults with educational teams to implement strategies that focus on the interrelationship of language processes of listening, speaking, reading, and writing and literacy development for students including students with emotional disabilities and hearing impairments.
- Consults with educational teams and a variety of groups to develop their understanding of a full range of communication disorders and the impact on student achievement.
- Participates on the multidisciplinary educational team and educational planning process to identify communication disorders, determine program eligibility and develop services recommendations
- Instructs staff for the purpose of providing information on communicative disorders, use of assistive devices and feeding techniques and implementing prevention and intervention plans.

- Utilizes a broad range of strategies and classroom structures appropriately aligned to the learning targets.
- Understands and intentionally uses formative assessment in the classroom to inform instruction and students learning for students with communication and behavioral concerns.
- Collects, analyzes, and interprets various formal and informal assessments and evaluation strategies to evaluate and modify interventions to support the educational program.
- Provides services to students in ways that build upon individual strengths and offers students maximum opportunities to participate in the planning and direction of their own learning experience.
- Coordinates meetings and processes for eligible students (e.g., testing/screening, IEPs, parent conferences, etc.) for the purpose of presenting evaluation results, developing intervention plans, and/or providing training to parents/guardians, students, and staff.
- Researches resources and methods for the purpose of determining the appropriate approach for addressing students' needs.
- Performs billing functions for Medicaid reimbursement.
- Participates in building and district level staff meetings, in-service activities, staff development/special programs, school improvement teams and planning committees as appropriate to the assignment.
- Adheres to District policies and procedures as well as professional, ethical and legal standards of practice.
- Participates in building and district level professional development, maintains appropriate certification and qualifications and keeps current in changing pedagogy.
- Protects the confidentiality of student records and releases personal data in accordance with state law and board policies.
- Works collaboratively with parents and staff in adapting learning activities and tasks to meet each child's individual needs.
- Maintains accurate case records and documentation meeting the requirements for Part B of IDEA.
- Documents, on a regular basis, children's progress using assessment tools; monitoring through observations/evaluation and/or collecting data. Uses student progress data to improve instruction and service provision.
- Maintains a safe and hazard free work environment.
- Exhibits emotional stability, exercises good judgment and makes decisions in accordance with board policies and administrative guidelines, with minimum supervision.
- Works cooperatively and communicates with district and constituent district staff, students and parents/guardians.
- Conducts behavior to demonstrate collegiality and professionalism.
- Supports WISD vision and mission to enhance achievement for all students.
- Supports a team-based approach to problem solving.
- Performs such other tasks as may from time to time be assigned by the supervisor.
- Exhibits regular predictable attendance.
- **OTHER DUTIES MAY BE ASSIGNED.**

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Possesses a Master's degree.
- Possesses educational experience - preferred.
- Possesses experience working with infants, toddlers and their families - required.
- Possesses such alternatives to the above qualifications as the Board may find appropriate and acceptable.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Possesses Certificate of Clinical Competence and/or a valid Michigan Teaching Certificate with an endorsement in speech and language impairment.
- Possesses a Michigan Speech-Language Pathology license.

LANGUAGE SKILLS:

- Demonstrates ability to read, analyze and interpret periodicals and professional journals.
- Demonstrates ability to effectively present information and respond to questions from groups of educators, parents, students, and the general public.
- Exhibits ability to write lesson plans, business correspondence and other related correspondence.
- Demonstrates ability to express self clearly, both orally and in writing.
- Exhibits ability to read, analyze and interpret information.

TECHNICAL SKILLS:

- Demonstrates ability to integrate technology into the everyday workflow is necessary.
- Exhibits ability to utilize District technology and work to maintain proficiency, as required skill sets change with technology and/or the needs of the District.
- Exhibits ability to use computer technology for research, data management, communications, and other instruction.
- Exhibits ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms.
- Demonstrates knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) is required.
- Exhibits ability to assess, use and assign AAC devices.

MATHEMATICAL SKILLS:

Ability to apply the concepts of basic math, algebra and geometry consistent with the duties of this position.

REASONING ABILITY:

- Demonstrates a highly proficiency in subject areas of reasoning, problem solving, organizational dynamics and emotional intelligence.
- Demonstrates ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Exhibit high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.
- Demonstrates ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Demonstrates ability to define problems, collect data, establish facts, and draw valid conclusions.

INTERPERSONAL SKILLS:

- Exhibits ability to build rapport with others and to serve diverse publics.
- Exhibits ability to take initiative; work well with others as a collaborative team member and exhibit good communication skills.
- Exhibits ability to work effectively and collaboratively with other departments, agencies and individuals.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk, see and

hear. The employee is occasionally required to stoop, kneel, crouch, crawl and reach with hands and arms. The employee is continuously repeating the same hand, arm or finger motion many times. The employee must occasionally lift and/or move up to 35 pounds such as books and training materials. Specific vision abilities required by this job include close vision, distant vision, and the ability to adjust focus.

This position requires the individual to travel and/or drive to various off-site locations. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee may be required to be outdoors for periods of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

This position is subject to terms, conditions, and calendar of the Master Agreement between the District and Unit II AFT Local 3760. Starting salary ranging (dependent upon experience) \$47,180 - \$101,817.

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It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, 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.

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Cassandra Harmon-Higgins, Esq. Executive Director of Human Resources

DATE: November 12, 2024

RE: Resignation Notification

Attached please find Thomas Anderson's letter of resignation, effective November 15, 2024. Thomas has been employed with the WISD since August 19, 2024, as a Social Worker at our Ypsilanti Community Schools Pilot Program.

The Administration recommends that the Board accepts Thomas' letter of resignation. We wish him well in his future endeavors.

CC: Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent
File

From: Omobola Akintunde <oakintunde@washisd.net>
Sent: Wednesday, October 23, 2024 8:16 AM
To: Nicole Hubler; Cassandra Harmon-Higgins; Deborah Hester-Washington
Cc: Thomas Anderson
Subject: Fwd: Resignation from the WISD

Good morning,

It was a pleasure meeting and working with you during the past few weeks. I wish you all the best in your future endeavors. I am including HR in this email and I am sure they will contact you to discuss next steps.

I will visit with you and the YCS administration in the next week or so to discuss how the ISD can support your transition.

If I can be of any assistance in the future please let me know.

Regards,

----- Forwarded message -----

From: Thomas Anderson <thanderson@washisd.net>
Date: Wed, Oct 23, 2024 at 8:09 AM
Subject: Resignation from the WISD
To: Omobola Akintunde <oakintunde@washtenawisd.org>

Omobola,

To recap our conversation from this morning, I have come to the decision that I must resign from my position at the WISD. It is with a heavy heart, I have come to this conclusion. At this time, the needs of my family are too great for me to be working in a full time capacity. I appreciate the support and guidance that you have given me. I wish that I could stay and work to implement the necessary changes at YCMS. This was a hard decision for me and I am sorry for the inconvenience it has caused YCMS and the WISD.

My last day will be November 15th. If there is anything I can do for the WISD in the meantime, please do not hesitate to reach out to me.

Regretfully,

Tommy Anderson

--

Omobola A. Akintunde
Special Education Supervisor
Washtenaw ISD
1819 South Wagner Rd.
Ann Arbor, Michigan 48106-1406
Phone: (734) 994-8100, ext.1271
Cell: (734) 209-5326



DATE: November 1, 2024

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Jennifer Banks, Ph.D., Director of Instruction

SUBJECT: Laurel Manor Contract – Tri County Culturally Responsive Mathematics Institute Learning Labs

The administration is requesting approval for an additional contract with Laurel Manor in Livonia, Michigan for building use and food services at a cost not to exceed \$17,218.94 for the Tri-County Culturally Responsive Mathematics Institute in-person Learning Lab on November 21, 2024. The Learning Lab experience is one of the key learning experiences for teachers that is funded through the 23h Improving Mathematics Teaching and Learning grant.

This additional contract with Laurel Manor will cover the cost of facility use, room setup, A/V, breakfast, lunch, and snacks. We previously contracted with Laurel Manor in August 2024 for the Educator Conference at a cost of \$22,495.22, and this Learning Lab event will cost up to an additional \$17,218.94 for a total cost of up to \$39,714.16, which exceeds the current board limit. The total cost of this contract will be covered through the 23h grant and will have no impact on the general fund.

Learning Labs are a series of professional learning sessions that focus on building teachers' mathematical content knowledge and culturally responsive instructional strategies to increase student engagement and achievement. We have a team of scholars who are leading the sessions including Dr. Christopher Emdin and Dr. Maisie Gholston. Participants will include educators from Washtenaw, Wayne, and Oakland counties.

Dr. Jennifer Banks is available if you have any questions.



**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT - COMPANY**

This agreement is made this 1st day of November 2024 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Laurel Manor Banquet & Conference Center – Rachel Bocek, hereinafter referred to as Contractor.

It is the intention of the parties hereto to enter into an 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

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than November 15, 2024. Once this contract is implemented, the end date for providing services shall be November 30, 2024.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Description of Services:

Provide facilities for the Tri-County Learning Lab in-person day, including building use, audio-visual support and food services and associated staffing onsite on November 21, 2024, from 7:00 a.m. – 4:00 p.m. at Laurel Manor, 39000 Schoolcraft Road, Livonia, MI 48150.

Full description of services and breakdown of individual costs attached to contract.

3. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.
4. Prior to any work being completed on WISD grounds, individuals working for the Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A**. The Contractor will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).
5. The Contractor must also 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 the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

SECTION II -COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be up to **\$ 17,218.94** including all related expenses, including travel expenses outlined in Section III.
2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
3. 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. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. 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. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
4. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
6. 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 one week's prior notice relating to the use of certain facilities.
7. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered, not as a prepayment.
8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
9. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

¹ Verified via the government System for Award Management (SAM) website; <https://www.sam.gov/portal/SAM/#1>

SECTION III – OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, 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 expense submission dates and inclusion of detailed receipts.
2. 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.
3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
 - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
 - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
 - iii. 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.
4. 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.
5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
6. WISD may change the duties of the Contractor as above described, but such a change shall not be a substantial alternation of the Contractor's duties, nor can such a change be made without the input of the Contractor.

SECTION IV – INSURANCE COVERAGE

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

The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

- 1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 for each accident.
- 2.) Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 for each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

The Contractor understands that WISD's liability insurance policies may not afford any coverage for any work associated with this contract. 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.

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.

Agreed to on October 31, 2024

Contractor (Company) – Rachel Bocek – Laurel Manor Banquet & Conference Center

DATE _____


Jennifer Banks (Oct 31, 2024 15:18 EDT)

DATE 10/31/2024

Jennifer Banks, Ph.D., Director of Instruction, Achievement Initiatives
Washtenaw Intermediate School District

Naomi Norman, Superintendent
Washtenaw Intermediate School District

DATE _____

Diane Hockett, Board President
Washtenaw Intermediate School District

DATE _____

**LISTING OF ALL EMPLOYEES OF THE CONTRACTOR
WORKING ON WISD GROUNDS**

Full Name (Last, First, Middle)

Job Title/Position/Responsibility

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Use additional sheet(s) if necessary

DATE: November 6, 2024

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Deborah Hester-Washington, Executive Director of Special Education

SUBJECT: Contract amendment for Occupational Therapy Services for 2024/2025

The administration recommends that the WISD Board of Education authorize the approval the amended contract with Pediatric Therapy Associates for a cost not to exceed \$67,815.00

Pediatric Therapy Associates for Occupational Therapy services

- Amended Contract amount is \$67,815.00
- Contract duration is August 1, 2024 – June 30, 2025
- Meeting the student's instructional needs and providing support for students with a disability.



Washtenaw Intermediate School District
Amendment to Contracted Services Agreement – Company

The contracted services agreement dated August 21, 2024 by and between Washtenaw Intermediate School District hereinafter referred to as WISD or District, and Pediatric Therapy Associates hereinafter referred to as Contractor, is amended as follows:

It is the intention of the parties to amend the previous contracted services agreement covering the period of August 21, 2024 until June 30, 2025 in the following manner:

SECTION I – SCOPE OF SERVICES

In connection with the above, Pediatric Therapy Associates will perform the following services:

1. Provide direct therapy services, as designated by the IEP or IFSP and the referring physician, to students enrolled in school district programs who are assigned to the contractor by the school district.
2. Provide training and consultation to school district staff, as directed by the Director of Special Education
3. Provide evaluations as needed and requested by the school district
4. Attend IEPC and IFSP meetings and team meetings as appropriate
5. Maintain written records and Medicaid billing as required by the school district
6. Provide ongoing communication with appropriate school personnel, parents, and other professionals associated with the students' therapy programming

SECTION II – COMPENSATION

1. Additional compensation - \$20,790.00, making total compensation for the 2024-2025 school year \$67,815.00

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

The Amendment agreed to on _____, 20____.

Independent Contractor

Date_____

Department Head

Date_____

Washtenaw Intermediate School District

Date_____



Washtenaw I S D

A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: November 6, 2024

TO: Washtenaw ISD Board of Education

CC: N. Norman, Superintendent; H. Heaviland, Executive Director, Community School Partnerships

FROM: Margy Long, Director, Success by 6 Great Start Collaborative

SUBJECT: 35iFamily Engagement grant– Early Literacy Hub funds to Jackson ISD

WISD was awarded the 35i Family Engagement grant. The previous Early Literacy Hub grant now a part of the 35i grant includes funds going to each of the ISD's in our region (Washtenaw, Jackson, Monroe, Livingston, Hillsdale, Lenawee) to support early literacy, (birth to 5th grade) with books and early literacy materials.

It was decided to have Jackson ISD, the former fiduciary for the Early Literacy Hub grant, to continue to administer the funds for this part of the grant. The pass through to Jackson ISD is \$120,000 which includes \$17,500 for each of the six ISD's in Region 9, and an additional \$15,000 to Jackson ISD for the administration of the grants.

Please let me know if you have questions about this contract.

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT - COMPANY**

This agreement is made this 1st day of July, 2024 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Jackson County Intermediate School District, hereinafter referred to as Contractor.

It is the intention of the parties hereto to enter into an 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

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than July 1, 2024. Once this contract is implemented, the ending date for providing services shall be June 30, 2025.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:
 - Provide \$17,500 grant funds to the six (6) Intermediate School Districts (ISD's) in Region 9 (a total of \$105,000) for allowable expenditures to continue the work of the established Literacy Support Network Hub which are designed to support early literacy from birth through fifth grade as part of the Family Engagement Centers.
 - Use the remaining \$15,000 to administer and disburse the grant funds to the Region 9 ISD's. Ensure that the six ISD's in Region 9 provide documentation for spending \$17,500 on books or literacy materials for children birth to fifth grade, or early literacy professional development for those teaching children birth through fifth grade, or other activities that support children's literacy development.
 - Provide documentation of the expenditures of the \$120,000 no later than August 1, 2025.
3. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.
4. Prior to any work being completed on WISD grounds, individuals working for the Contractor may be required to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A**. The Contractor will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).
5. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to

know 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 the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$_120,000**, including all related expenses, including travel expenses outlined in Section III.
2. The above consideration for the Contractor's services is based on the time reasonably expended by the Contractor to complete the tasks herein above described in Section I and is based on a rate of **\$ N/A per hour** of time expended.
3. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
4. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. 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. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
5. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
6. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
7. 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.
8. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
9. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
10. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

¹ Verified via the government System for Award Management (SAM) website; <https://www.sam.gov/portal/SAM/#1>

responsibility of the Contractor. However, 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 expense submission dates and inclusion of detailed receipts.

2. 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.
3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
 - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
 - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
 - iii. 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.
4. 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.
5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
6. 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.

SECTION IV – INSURANCE COVERAGE

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

The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

- 1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;
- 2.) 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.

The Contractor understands that WISD's liability insurance policies may not afford any coverage for any work associated with this contract. 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.

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.

Agreed to on _____, 20__

Jackson TSD
Contractor (Company)

DATE _____

[Signature]
Department Head

DATE 10/23/24

Washtenaw Intermediate School District _____

DATE _____

Washtenaw Intermediate School District _____

DATE _____

Washtenaw Intermediate School District _____

DATE _____

Washtenaw Intermediate School District (the "District")

A regular meeting of the board of education (the "Board") of the District was held in the Board Room at 1819 South Wagner Road, Ann Arbor, MI, in the District, on the **12th** day of **November, 2024**, at 5:00 o'clock in the pm.

The meeting was called to order by Diane Hockett, President.

Present: Members:

Absent: Members:

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

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 100% of annual school property taxes, including debt service, except that the levy may be restricted to areas in which a local school district or city is concurrently imposing a summer property tax levy, upon property located within the school district and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Pursuant to the Revised School Code, MCL 380.1 et seq., the Board hereby invokes for 2025 its previously-adopted ongoing resolution imposing a summer tax levy of 100% of annual school property taxes, including debt service, upon property located within the District in areas in which a local school district or municipality are concurrently imposing a summer property tax levy and continuing from year-to- year until specifically revoked by this Board and requests each city and/or township in which this District is located to collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which this District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2025 in the amount as specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies before January 1, 2025.

3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent or designee is authorized and directed to negotiate on behalf of this District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612. Any such proposed agreement shall be brought before the Board for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members: _____.

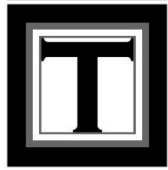
Nays: Members: _____

Motion declared adopted.

Secretary, Board of Education

The undersigned, duly qualified and acting Secretary of the Board of Education of **Washtenaw Intermediate School District**, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board of Education at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education



THRUN

LAW FIRM, P.C.

U.S. MAIL ADDRESS
P.O. Box 2575, EAST LANSING, MI 48826-2575
PHONE: (517) 484-8000 FAX: (517) 484-0041

ALL OTHER SHIPPING
2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-6386

JEFFREY J. SOLES
ROY H. HENLEY
MICHAEL D. GRESSENS
CHRISTOPHER J. IAMARINO
RAYMOND M. DAVIS
MICHELE R. EADDY

KIRK C. HERALD
ROBERT A. DIETZEL
KATHERINE WOLF BROADBUSH
DANIEL R. MARTIN
JENNIFER K. STARLIN
TIMOTHY T. GARDNER, JR.

IAN F. KOFFLER
FREDRIC G. HEIDEMANN
RYAN J. NICHOLSON
CRISTINA T. PATZELT
PHILIP G. CLARK
PIOTR M. MATUSIAK

JESSICA E. MCNAMARA
RYAN J. MURRAY
ERIN H. WALZ
MACKENZIE D. FLYNN
KATHRYN R. CHURCH
MARYJO D. BANASIK

CATHLEEN M. DOOLEY
AUSTIN M. DELANO
KELLY S. BOWMAN

GORDON W. VANWIEREN, JR. (OF COUNSEL)
LISA L. SWEM (OF COUNSEL)

October 18, 2024

Re: Insulin Litigation

Dear Retainer Client:

Entities nationwide have started joining a nationwide lawsuit against various insulin manufacturers, pharmacy benefit managers, and other defendants accused of artificially inflating insulin prices at the expense of employers and health plan entities, including insurance pools. Lawsuit defendants include, among others, Eli Lilly and Company, Novo Nordisk Inc., and Sanofi-Aventis US LLC. Those entities eligible to join the lawsuit include any self-insured employer, any employer that contributed to employee medical benefit plan costs or other health care costs, and any insurance pool.

Frantz Law Group, a California law firm specializing in mass litigation, is representing entities in the insulin litigation. Frantz requested that Thrun Law Firm determine whether its clients are interested in joining the insulin litigation and, if so, to facilitate contact with Frantz.

Research reveals that some insulin prices have increased by more than 1,000% over the past 20 years. Health insurance companies passed on the cost of those price increases to employers through higher insurance premiums. The insulin litigation seeks monetary compensation for past damages incurred by entities related to the artificial insulin price inflation, as well as injunctive relief to stop that inflation and additional damages to deter future similar behavior.

Frantz will seek a court order restricting discovery to a questionnaire. Until that order is granted, however, entities will be required – with assistance from Frantz – to respond to written questions and document requests from the defendants. Frantz estimates that staff time for those that join the litigation will not exceed 10 hours. Frantz informed us that it does not expect that staff will be required to appear in court or to participate in depositions.

The terms for participating in the insulin litigation are detailed in the enclosed Attorney-Client Fee Contract, which has already been reviewed by our firm. Frantz will represent entities on a contingency fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 30% of any recovery. Thrun will receive a portion of that 30%. If there is a recovery, entities will also reimburse Frantz out of the recovery for costs incurred by Frantz during the litigation, such as court filing costs and expert witness fees.

A recovery in the litigation is not guaranteed. Thrun is not co-counsel in the litigation – our role is limited to referring clients to Frantz. Thrun can arrange for Frantz to make a presentation to your governing body about the litigation. To join the litigation, your governing body would need to approve the enclosed resolution and contract.

Signed resolutions - and signed and initialed contracts - should be returned by November 27, 2024 to pmatusiak@thrunlaw.com. If your Board would like more information about the litigation, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

Thrun Law Firm, P.C.

INSULIN LITIGATION RESOLUTION

A regular meeting of the Washtenaw Intermediate School District (“Entity”) Board of Education (the “Board”) was held on the 12th day of November, 2024 at the following time: 5:00 pm (“Meeting”).

The Meeting was called to order by President Hockett

Present:

Absent:

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

WHEREAS:

1. Entities nationwide have recently started joining a nationwide lawsuit against various insulin manufacturers, pharmacy benefit managers, and other defendants accused of artificially inflating insulin prices at the expense of employers and health plan entities, specifically Case No. 2:23-md-03080 in the United States District Court for the District of New Jersey (“Lawsuit”).

2. Entities in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).

3. Thrun Law Firm, P.C. referred the Entity to Frantz for the Lawsuit.

4. The Board believes it is in the Entity’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

Ayes:

Nays:

Absent:

Motion Passed:

[Board Secretary or Clerk]

The undersigned duly qualified and acting Board Secretary hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

[Board Secretary or Clerk]

Date: November 12, 2024

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between Washtenaw Intermediate School District, whose address is 1819 South Wagner Road, Ann Arbor, MI 48103 ("Client") and Frantz Law Group, APLC, a California professional law corporation ("Attorneys" or "We") and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates the Superintendent, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Insulin litigation, specifically Case No. 2:23-md-03080 in the United States District Court for the District of New Jersey ("Action"). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of thirty percent (30%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

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

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

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

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

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.
- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest

resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

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

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed thirty percent (30%) of the gross recovery as defined in Paragraph 5.
 - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive thirty-five percent (35%) of the Total Fee if the Client meets at least one of the following:
- A. Is a Thrun retainer client.
 - B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
 - C. Is not a Thrun retainer client, but Client was referred to Attorneys for the Action by Thrun, as reflected in a written statement from Client or Thrun.

Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

7. COSTS AND EXPENSES. In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees,

parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

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

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

8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.
9. **DISCHARGE AND WITHDRAWAL.**
 - A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
 - B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. **DISPUTE RESOLUTION:** ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.
11. **AUTHORITY OF ATTORNEY.** Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.
12. **DISCLAIMER OF GUARANTEE.** Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments about the outcome of Client's matter are expressions of opinion only.
13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation.

Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.

14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.
17. **ASSIGNMENT:** Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
18. **SUCCESSORS AND ASSIGNS:** This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
19. **FULL AND FINAL AGREEMENT:** This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
20. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
21. **AUTHORIZED SIGNATURES:** Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Frantz Law Group, APLC

Dated: _____, 202__

Frantz Signature: _____

Frantz Print Name: _____

Dated: November 12, 2024

Signature: _____

Print Name: Naomi Norman

Client Name: Washtenaw Intermediate School District

Position of Signatory: Superintendent



SCHOOL LAW NOTES

OCTOBER 31, 2024

Insulin Litigation

Reminder: November 27, 2024 Insulin

Litigation Deadline 1

Labor & Employment

New Law Revamps MPSERS Contributions 1

Upcoming Minimum Wage Increases 2

Michigan Teachers' Tenure Act Amendment 2

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Reminder: November 27, 2024

Insulin Litigation Deadline

As announced in our August 20, 2024 E-Blast and August *School Law Notes*, entities nationwide are joining a lawsuit against insulin manufacturers, pharmacy benefit managers, and others accused of artificially inflating insulin prices at the expense of employers and health plan entities, including insurance pools. The defendants include, among others, Eli Lilly and Company, Novo Nordisk Inc., and Sanofi-Aventis US LLC. Any self-insured employer, any employer that contributed to employee medical benefit plan costs or other health care costs, and any insurance pool may join the lawsuit.

To join the litigation, your board must approve a resolution and contract. To obtain those documents, please email pmatusiak@thrunlaw.com. Signed resolutions - and signed and initialed contracts - must be returned by November 27, 2024 to that same email address. If you would like more information about the litigation, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

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New Law Revamps MPSERS Contributions

Governor Whitmer recently signed into law Public Act 127 of 2024 (PA 127), amending the Public School Employees Retirement Act (Retirement Act) to adjust Michigan Public School Employees' Retirement System (MPSERS) contributions. PA 127 will become effective 91 days after the Michigan Legislature's final adjournment for the 2024 regular session. The Legislature typically adjourns at the end of December, so PA 127 is expected to become effective in late March or early April 2025.

The Retirement Act requires schools and their employees to make MPSERS contributions, which collectively fund public school employee retirement pensions and healthcare benefits. Employer contributions are determined based on a "normal cost" pension and healthcare rate and an "unfunded actuarial accrued liability" (UAAL) pension and healthcare rate. The normal cost rate funds pensions and healthcare benefits for active employees. The UAAL rate funds the difference between MPSERS assets and accrued pensions and healthcare benefits.

Currently, the Retirement Act contains a "floor" for the normal cost rate, mandating that the rate for a fiscal year cannot be lower than the previous fiscal year. PA 127, however, will exempt the normal cost healthcare rate from the floor requirement starting with the 2025-26 fiscal year. The floor exemption is expected to reduce employer MPSERS contributions.

The Retirement Act also currently contains a "floor" for the UAAL contribution, requiring the contribution amount to either meet or exceed the contribution amount from the previous fiscal

year. Currently, schools can pay the exact UAAL amount due or pre-fund future liabilities by contributing more. PA 127 mandates that the UAAL contribution must equal, and not exceed, the UAAL contribution due starting with the 2024-25 fiscal year.

PA 127 will reduce the UAAL rate cap from 20.96% to 15.21% starting with the 2025-26 fiscal year, triggering further savings for employers. Finally, while the Retirement Act currently requires public school employees hired before September 4, 2012 to contribute 3% toward health care benefits, PA 127 will remove that requirement effective with the 2025-26 fiscal year.

According to legislative analysis, PA 127 is expected to result in net savings for schools and many school employees. School officials should evaluate their school's current payroll practices and ensure that payroll systems are updated to incorporate upcoming MPERS contribution changes.

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Upcoming Minimum Wage Increases

As reported in our August *School Law Notes*, on July 31, 2024, the Michigan Supreme Court held that the Michigan Improved Workforce Opportunity Wage Act (Current Wage Act) is void. *Mothering Justice v Attorney General*, Case No. 165325 (July 31, 2024). That decision stems from a 2018 voter-initiated wage statute and the Legislature's amendments to that statute before it went into effect, which became the Current Wage Act. The Court found those amendments unlawful. To correct the Legislature's misstep, the Court ordered the original voter-initiated wage statute (Original Wage Act) into law effective February 21, 2025.

At the State of Michigan's request, the Michigan Supreme Court recently issued a decision clarifying when minimum wage increases mandated by the Court's July decision must occur. *Mothering Justice v Attorney General*, Case No. 165325 (Sept. 18, 2024). Both the Current Wage Act and the Original Wage Act state that minimum wage increases will occur each January 1. The Court's July decision, however, states that minimum wage increases will occur each February 21. The State therefore questioned which date it should follow. The Court reaffirmed the February 21 date. Minimum wage increases therefore must occur annually each February 21, beginning on February 21, 2025.

The Original Wage Act identifies the Michigan minimum wage for each year following the Act's inception, beginning with \$10.00 in 2019. Recognizing that \$10.00 in 2019 does not have the same value as \$10.00 today, the Court announced in its July decision that the minimum wage will increase as follows:

- February 21, 2025: \$10.00 plus the State Treasurer's inflation adjustment.
- February 21, 2026: \$10.65 plus the State Treasurer's inflation adjustment.
- February 21, 2027: \$11.35 plus the State Treasurer's inflation adjustment.
- February 21, 2028: \$12.00 plus the State Treasurer's inflation adjustment.
- February 21, 2029 and each February 21 thereafter: Wage calculated by the State Treasurer using a statutory inflation formula.

Also at the State of Michigan's request, the Court clarified that the inflation adjustment must be based on inflation between January 1, 2019 and July 31, 2024 (the Court's decision date).

The Court added that by November 1, 2024, the State Treasurer must publish the specific minimum wage amount (incorporating the inflation adjustment) that will go into effect on February 21, 2025. The State Treasurer must also publish by November of each subsequent year the specific minimum wage for the immediately following year. The minimum wage will not increase for a particular year if Michigan's unemployment rate is 8.5% or more for the preceding year.

Following the Supreme Court's September clarifying decision, the Michigan Department of Labor and Economic Growth (LEO) published a schedule of upcoming minimum wage increases. Since the Original Wage Act will not go into effect until February 21, 2025, the schedule reflects that Michigan's minimum wage will increase from \$10.33 to \$10.56 per hour on January 1, 2025 under the Current Wage Act. On February 21, 2025, the minimum wage will then increase from \$10.56 to \$12.48 based on the Original Wage Act.

Because the Court's July 31, 2024 decision mandates that the State Treasurer calculate the minimum wage increases, our firm confirmed with both LEO and the State Treasurer that the schedule LEO published was calculated by the State Treasurer.

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Michigan Teachers' Tenure Act Amendment

Earlier this month, Governor Whitmer signed into law Public Act 134 of 2024 (PA 134), which changes the performance evaluation ratings a probationary teacher must receive to successfully complete the teacher's probationary period under the Michigan Teachers' Tenure Act (TTA).

PA 134 will become effective 91 days after final adjournment of the Michigan Legislature's 2024

regular session, meaning PA 134 is expected to take effect in late March or early April 2025.

Currently, for a teacher to successfully complete a probationary period, the TTA requires the teacher to have "been rated as effective on or after July 1, 2024, or highly effective before July 1, 2024, on three consecutive year-end performance evaluations" and to have completed at least four full school years of probationary employment. With the removal of the highly effective rating by recent legislation and no pre-July 1, 2024 effective ratings counted toward successful probation completion, a probationary teacher who has not received three highly effective ratings before July 1, 2024 would need to receive three consecutive effective ratings after July 1, 2024 to successfully complete the probationary period. The current TTA therefore could extend a teacher's probationary period beyond the four-year period.

PA 134 fixes this loophole, as it now allows a rating of effective, in addition to highly effective (for ratings issued before July 1, 2024), to count toward successful probationary period completion. It also changes the TTA so that the required highly effective or effective ratings no longer must be earned in consecutive probationary years. PA 134 does, however, require that the rating earned in the *final* probationary period year be either highly effective or effective.

School officials should review their probationary teachers' previous effectiveness ratings to determine if PA 134 will grant those teachers tenure when PA 134 takes effect.

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2024-2025 Pupil Accounting Manual

The Michigan Department of Education (MDE) recently published the 2024-2025 Pupil Accounting Manual (PAM) and a Notable Changes document that identifies key PAM revisions. Significant PAM changes are outlined below.

Resident Pupils

The updated PAM states that a school may count the following as a resident: "A pupil who has been assigned to a district through a court order, where the assigned district does not contest the enrollment." School officials should check board policies addressing student residency to determine whether policy revisions are needed to incorporate this PAM addition.

Student Records Maintenance

The updated PAM requires schools to maintain new document categories for auditor review. Now, in addition to transcripts and Education Development Plans, schools must maintain the following:

- **Program of Study Records:** Used to substantiate membership for early or middle college pupils who are accelerating through their program.
- **Sequential Learning Timeline:** Pupils enrolled in virtual learning (Section 5-O-D) must have a timeline documenting projected attempt dates for each virtual course on the pupil's schedule.
- **Learning Plan:** Pupils participating in a dropout recovery program (Section 5-Q-A) must have a learning plan to be claimed in membership.
- **Activity Logs:** Used to document two-way interactions for virtual learning pupils (Section 5-O-D).
- **Worksheets A and B:** Used to document special education pupils under State School Aid Act (SSAA) Sections 52 and 53a.
- **Training Agreements and Training Plans:** Pupils engaged in a work-based learning experience (Section 5-P) must have these documents.

Appropriate Teacher Placement

For a student to be counted in membership, SSAA Section 6(8) requires that the student be in "attendance and receiving instruction in all classes for which the [student is] enrolled on the pupil membership count day or the supplemental count day." MDE has long taken the position that if a student is not instructed by a certified teacher (or a teacher otherwise approved by MDE), the instruction received from that teacher is not a "class" and therefore the student does not count for membership purposes.

Consistent with SSAA Section 6, MDE plans to issue state aid deductions for any teacher instructing outside the teacher's grade level and content area endorsement. The updated PAM, however, contains the following exceptions to the teacher certification requirement:

- Courses capable of generating postsecondary level credit when instruction is provided by a professor employed by a postsecondary institution.
- An individual working under a valid substitute permit, authorization, or approval issued by MDE.
- Certain grade-level certified teachers of an alternative education learning lab.
- Periods deemed to be either a study hall or a non-subject area class require a grade-level certified teacher. No content area endorsement is required.

15 Days of Virtual Instruction

SSAA Section 21f allows schools to provide up to 15 days of virtual instruction without parent or legal guardian consent if the school creates a plan for virtual instruction, the plan is approved by the school's board of education, and notice has been given to the impacted pupils and their parents or legal guardians before implementation.

Schools are required to provide their auditor a calendar that designates the use of such days where possible, including those used for student testing and professional development. MDE published an [FAQ](#) on this matter.

Special Education

The updated PAM reminds schools that students with disabilities are generally to receive a full day of instruction and attend the same number of days and hours as are required of any pupil to be counted as a full-time equivalent (FTE). If a licensed physician or a licensed physician's assistant, following a diagnosis, provides a school with a reason to provide a pupil with a reduced schedule due to a medical or emotional reason, then the pupil may have reduced instructional time without impacting FTE. This reduced schedule must be determined by the individualized educational program (IEP) team and documented in the pupil's records.

For special education pupils in a co-taught classroom, time classified as "special education" is time the special education teacher works with the pupil on IEP goals. The pupil's IEP team calculates this time, which is documented in the special education provider's pupil logs.

Revised PAM Section 2 clarifies that the hours an early childhood pupil with an IEP or an individualized family services plan receives only related services (not instruction) – such as speech, occupational therapy, physical therapy, or psychological or social work services – may not be counted for pupil membership purposes. Schools are required to abide by the standard day and hour requirements or the Michigan Administrative Rules for Special Education (MARSE), if applicable.

Additionally, PAM Section 5-K (Early Childhood Special Education Programs) was significantly revised. Those changes will be addressed in next month's *School Law Notes*.

Homebound or Hospitalized Services

The updated PAM states that for a pupil with a disability who is receiving homebound or hospitalized services, the minimum two nonconsecutive hours of instruction per week during the count period applies even in weeks when school is not in session. For any

homebound or hospitalized student, a homebound or hospitalized certification signed by an M.D. or D.O. must identify the medical condition that requires the pupil to be so confined.

Schools of Choice

PAM now reflects that a student who enrolls as a school of choice student under SSAA Section 105 or 105c is a student of the enrolling district until the student graduates, enrolls in another educational entity, or is expelled.

School Calendars

Schools must comply with their ISD's common calendar when scheduling winter and spring breaks or changing the lengths of those breaks unless the school obtains a waiver from MDE. If a school wants to deviate from the ISD common calendar's winter or spring break, its waiver request to MDE must document ISD support.

We recommend that school officials carefully review MDE's [Notable Changes](#) document and PAM's new requirements to ensure PAM compliance. Failure to comply with the PAM can result in significant state aid penalties.

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New Laws Address Dyslexia in Schools

Governor Whitmer recently signed into law Public Act 146 of 2024 (PA 146) and Public Act 147 of 2024 (PA 147), which introduce new student dyslexia screening requirements and new teacher education requirements.

PA 146

PA 146 establishes requirements relating to how MDE and schools must assist students with dyslexia. MDE is tasked with increasing the number of third grade students who score "proficient" on the English Language Arts portion of the M-Step, as well as developing dyslexia expertise to provide technical assistance to schools. By the 2027-28 school year, school officials who provide reading intervention and instruction must receive professional development regarding dyslexia. Additionally, schools will need to annually screen students for dyslexia characteristics and provide interventions and supports to those students.

PA 147

PA 147 requires that, by September 30, 2027, teacher preparation programs include instruction on identifying and educating students with dyslexia. These programs must include instruction on:

- Dyslexia characteristics and underlying factors that place students at risk for difficulties in learning to decode accurately and efficiently;
- The secondary consequences of dyslexia;
- Instructional modifications for students with dyslexia; and
- Methods for developing schoolwide and classroom tiered interventions.

PA 147 contains additional requirements for a teacher preparation program or an alternative teaching program that prepares individuals for certification or endorsements that involve reading instruction, language arts, or special education, as appropriate, or for school psychologist licensure. A teacher preparation program that fails to incorporate PA 147 requirements may result in MDE revoking the program's approval.

Schools will not feel the impact of PA 146 and PA 147 for a few years. Thrun Law Firm will provide additional information about PA 146 and PA 147 requirements before the 2027-28 school year.

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Naughty or Nice? Tips to Handle the Holidays

Every year school officials confront the quandary of how schools can celebrate the holidays without running afoul of the Constitution. School celebrations occasionally involve religious content that implicates the First Amendment's Establishment Clause. Under the Establishment Clause, the government (including public schools) must maintain religious neutrality and therefore may not endorse or promote religion. In 2022, the U.S. Supreme Court struck down a test that courts used for decades to determine Establishment Clause violations, but the Court did not establish a new test in its place. Given this lack of guidance, schools should proceed with caution during the holiday season.

Diversify Content

Whether a school display or performance violates the Establishment Clause is assessed based on the full context of the material. When secular holiday symbols like Santas and reindeer are combined with a variety of religious symbols (such as a cross, creche, or menorah), it is less likely that a court would find an Establishment Clause violation. Similarly, a display or performance that includes religious content should represent multiple religions, as diverse content is more directed at the overall culture of the season and less apt to indicate school endorsement of religion.

In recognition of religious music's artistic merit, courts have consistently rejected banning all religious music from school performances. However, a

performance of only devotional Christmas music without any other religions' music or secular songs likely would be construed as an endorsement of religion in violation of the Establishment Clause.

Teach – Do Not Ritualize

Courts have long acknowledged the educational benefits of teaching about different religions and their holidays and symbols. Teachers may provide instruction about religious holidays, but they must ensure that no lesson or content endorses or promotes religion. The focus should instead be on the origin, history, and the religious holiday's generally accepted meaning. The lesson should be educational and should include information about celebrations of various religions and cultures, not just a single religion or culture.

Accommodate Opt-Out Requests

Some parents and students may object to school-sponsored holiday activities. School officials should honor parental requests to excuse a student from those activities. Students who opt out must not be ostracized or penalized. For example, if a school choir intends to perform holiday songs at a church, students should be permitted to opt out of the performance without it affecting their grades or placement in the choir. School officials should keep in mind that the absence of objecting students is not an opportunity to convert an otherwise educational activity into a religious celebration.

We encourage school officials to proceed cautiously as they navigate this holiday season and follow these tips to help avoid a fa-la-la-lawsuit.

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Disciplining Off-Campus Student Speech: Where Are We Now?

The First Amendment generally prohibits public school officials from suppressing speech. Tension can arise between maintaining an inclusive and effective learning environment and protecting students' First Amendment rights. Courts have consistently held that students do not shed their constitutional right to free speech at the schoolhouse gate. Courts have also recognized, however, that school officials have an interest in regulating speech that substantially disrupts the learning environment.

School officials may regulate on-campus student speech that substantially interferes with the school's operations or that can be reasonably anticipated to cause a substantial disruption. School officials may also regulate speech that is vulgar, lewd, plainly offensive, or that promotes illegal drug use or violations of other school policies.

When student speech occurs off campus, school officials' ability to regulate that speech decreases. In 2021, the U.S. Supreme Court held that school officials' interest in regulating disruptive speech is diminished when the speech occurs off campus. In *Mahanoy Area School District v. B.L. Levy*, a rising sophomore posted on social media a picture of herself flipping off the camera and captioned it, "f** school f** softball f** cheer f** everything." The Court held that the school lacked authority to discipline for off-campus vulgar or lewd speech and that the student's off-campus social media post did not cause enough of a disruption to justify regulating her speech.

In *Diel v. Boyd*, the Sixth Circuit recently applied *Mahanoy* to off-campus student speech involving a University of Tennessee graduate student. Using a pseudonym, the student posted about many topics, including sexuality, on a personal social media account. Though the court's opinion does not disclose the content of her posts, it states that the College Professional Conduct Committee found them to be crude and vulgar. The account profile did not include the student's real name or identify her as a student at the University of Tennessee, and the posts were unrelated to her graduate studies. Nevertheless, the university attempted to expel her for the content of her posts.

The Sixth Circuit held that the university would need to articulate a genuine educational purpose for regulating the student's speech, which it could not do based on the limited facts the court had in the record. Critical to the decision was that the student's speech did not disparage or harass other people, was not about the university or being a graduate student, and did not create a material disruption to the program.

Cases such as these demonstrate that courts closely scrutinize and are reluctant to uphold discipline for off-campus student speech. Therefore, school officials should proceed with caution when implementing such discipline. For Thrun Policy Service subscribers, Policy 5101 (Student Expression) provides legally compliant parameters to guide student speech considerations.

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Navigating Fall Field Trips

Field trips are a student favorite but can cause headaches for school officials charged with organizing and overseeing them. Understanding critical field trip issues can alleviate bigger problems down the road.

Board Policy

Every school should have a policy that addresses field trips. For Thrun Policy Service subscribers, field trips are covered in Policy 5506 (Field Trips). That policy provides guidance for common field trip issues.

Managing Liability

In Michigan, liability waivers executed by a parent on behalf of a minor student are *not* legally enforceable. Nonetheless, signed permission slips are recommended, as they memorialize acknowledgement of key field trip aspects, including inherent risks. Permission slips may also discourage litigation.

The best way for schools to avoid personal injury liability is to preserve statutory governmental immunity. A school generally enjoys immunity if the activity constitutes a governmental function. Board authorization of a field trip that furthers the school's curriculum (or delegation of that authorization through board policy) bolsters the likelihood that a court will find that the field trip serves an educational purpose and is therefore a governmental function. Importantly, governmental immunity does not protect a school from liability for bodily injury and property damage resulting from the negligent operation of a motor vehicle.

Governmental immunity also protects board members and the superintendent when they act within the scope of their authority. Volunteers and employees other than the superintendent are generally immune from liability if: (1) the school is engaged in a governmental function; (2) the volunteer or employee was acting or reasonably believed he or she was acting within the scope of his or her authority; and (3) the volunteer's or employee's conduct did not amount to gross negligence.

We recommend that school officials confirm with the school's insurance carrier that the school's insurance policy covers planned field trip activities, including travel.

Volunteers

Parents and other family members often act as volunteer chaperones for field trips. Although not required by Michigan law, a criminal background check for volunteers is a best practice. School officials should also check whether their school's board policy requires volunteers to complete a criminal background check.

Fees and Costs

If the field trip is part of the school's curriculum, school officials must ensure that a student's financial circumstances do not limit participation. If, however, the field trip is purely recreational, schools may charge fees. In all circumstances, any fees (and other related costs) should be clearly explained before the field trip.

Student Searches and Property

Searching students before boarding a bus may sound like a great plan, but it may not be legal. Students are protected by the Fourth Amendment from unlawful searches and seizures.

Before searching a student or a student's belongings, school officials must: (1) have reasonable suspicion of a violation of a rule or law, and (2) ensure that the scope of the search is justified under the circumstances. The legality of searches and seizures depends on each situation's individual facts. School officials who chaperone field trips, especially overnight field trips, should receive training on this topic. For Thrun Policy Service subscribers, student searches are covered in Policy 5103 (Search and Seizure).

Student Conduct

Before the field trip, school officials should advise parents and students in writing of expectations for student conduct. Consider having students sign an acknowledgement of specific rules related to the field trip. Special accommodations may be needed to ensure students with disabilities can participate in the field trip.

Conclusion

Field trips are useful tools for engaging students in education outside the classroom. Involving numerous students, staff members, volunteers, and parents in an activity off school grounds may lead to complications. Following board policy and the above guidelines will reduce a school's legal risks.

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Competitive Bid Threshold Increased

On October 10, 2024, MDE issued a memorandum announcing the new competitive bid threshold, which MDE adjusts annually to account for inflation based on the consumer price index.

School districts, ISDs, and public school academies must competitively bid the following if the cost will exceed the new bid threshold of \$30,512: (1) labor and materials for construction projects (RSC Section 1267); and (2) the purchase of supplies, materials, and equipment (RSC Sections 623a and 1274).

School officials must not disaggregate a project (which includes additions, repairs, or renovations) or the purchase of supplies, materials, and equipment into discrete components to circumvent competitive bidding requirements. Instead, school officials must calculate each procurement transaction as a whole.

If below the threshold amount, competitive bids are not legally required under state law. School officials should review whether school board policies require competitive bidding even when not mandated by state law. For Thrun Policy Service subscribers, our purchasing and construction policies (Policies 3301 and 3306) do not require competitive bidding for procurements below the state bid threshold, except

when competitive bidding is required by federal law for federally funded projects and purchases.

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The Haunting Effects of Failing to File Your Qualifying Statement

Achieving "qualified status" each year is critical if your school wants to borrow money. To issue most types of debt, a school must obtain either of the following from the Michigan Department of Treasury: (1) prior approval, or (2) qualified status. The latter requires advance planning but ultimately saves schools both time and resources.

Prior Approval

Acquiring Treasury's prior approval is the more costly and time-consuming approach. If a school has not obtained qualified status for a given year, then school officials must submit a prior approval application to Treasury *each* time the school wants to borrow. Once Treasury deems the application "received," it has up to 30 business days (i.e., six calendar weeks) to evaluate it.

While Treasury may process applications more quickly than 30 business days, prior approval can still cause significant delays, leading to additional stress for unexpected or urgent borrowings. If your school has been denied qualified status and must submit a prior approval application, you should plan ahead and allow sufficient time to accommodate this potentially lengthy process.

Qualified Status

To obtain qualified status, school officials must complete and electronically file a Municipal Finance Qualifying Statement with Treasury by December 31 each year. If filed later, qualified status may still be obtained, but Treasury may charge a late fee. Once a school has been granted qualified status, it can generally borrow during the following year without any further approval from Treasury.

New users must request a username and password from Treasury to file online. Further instructions for filing a Qualifying Statement can be found on Treasury's website.

Before filing the Qualifying Statement, school officials must have already filed their school's annual audit. Schools may satisfy their audit filing obligation with both Treasury and MDE through a single electronic filing with MDE. A school's June 30, 2024 audit must be filed with MDE by November 1, 2024. Specific instructions for audit submissions can be found on MDE's website.

Some questions on the Qualifying Statement form (such as those related to taxes levied and delinquent taxes) may be confusing. Please read and complete the form carefully. Upon request and free of charge, Thrun finance attorneys will review a retainer client's Qualifying Statement before it is filed. Because of Treasury's online filing interface, to receive a Thrun review, you must send a screenshot of the completed form to your finance attorney. Please provide the screenshot by early December to allow adequate time for review before the December 31 qualifying statement filing deadline.

Schools Subject to Title IX Injunction: Don't Forget 2020 Training Requirements

The controversy surrounding the 2024 Title IX regulations continues to make waves across the country. As previously reported, in early July the U.S. District Court for Kansas enjoined the U.S. Departments of Education and Justice from enforcing the 2024 Title IX regulations in the four states that filed the lawsuit and in any school attended by a child of a Moms for Liberty member.

Although the Kansas federal court stated that a school subject to the injunction may exercise discretion over which Title IX grievance procedure it adopts, the United States Department of Education's Office for Civil Rights stated that it will enforce the 2020 regulations in schools subject to the injunction.

Accordingly, for schools subject to the injunction, we recommend that school officials ensure the school has employees that are trained on both the 2024 regulations *and* 2020 regulations. As a reminder, under the 2020 regulations, each school must have a sufficient number of employees trained so that different people may serve as the Title IX Coordinator, Investigator, Decisionmaker, Informal Resolution Facilitator, and Appeals Officer.

To ensure that school officials are properly trained, Thrun Law Firm is offering a one-time training to satisfy the 2020 Title IX training requirements on Tuesday, November 12th, at 10:00 am. **This training does not satisfy the 2024 Title IX training requirements.** Instead, this training is intended to ensure that schools subject to the injunction will satisfy the 2020 Title IX training requirement. Sign up [here](#).

Schedule of Upcoming Speaking Engagements

Thrun Law Firm attorneys are scheduled to speak on the legal topics listed below.

For additional information, please contact the sponsoring organization.

www.thrunlaw.com/calendar/list

Date	Organization	Attorney(s)	Topic
November 1, 2024	MDE-LIO Administrator's Conference	Michele R. Eaddy	Legal Update: Hot Topics in BVI and DHH Ed
November 12, 2024	Thrun Law Firm, P.C.	Thrun Attorneys	2020 Title IX Regulations Training Webinar
November 13, 2024	Thrun Law Firm, P.C.	Robert A. Dietzel Jennifer K. Starlin	Student Discipline Webinar
November 19, 2024	Thrun Law Firm, P.C.	Thrun Attorneys	Comprehensive Title IX Training Webinar – 2024 Regulations
November 21, 2024	West Shore ESD	Michele R. Eaddy	Section 504
December 5, 2024	MASPA	Lisa L. Swem	Is Telework a Reasonable ADA Accommodation? It Depends.
December 5, 2024	MASPA	Katherine Broaddus Kathryn R. Church	Are You in Compliance?
December 5, 2024	MASPA	Robert A. Dietzel	Legal Update
December 5 & 6, 2024	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings Webinar
January 15, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Comprehensive Title IX Training Webinar – 2024 Regulations