



September 12, 2023 - Regular Board Meeting

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, September 12, 2023 05:00 PM

- 1. Call To Order - President Diane Hockett**
- 2. Roll Call - Melissa Cischke, Administrative Assistant to the Superintendent**
- 3. Approval of the Agenda**
 - [September 12, 2023 Board Meeting Memo \(p. 3\)](#)
- 4. Communications**
- 5. Public Participation**
- 6. Equity, Inclusion, and Social Justice Dialogue**
- 7. Consent Agenda**

A. Approval: Minutes

[August 22, 2023 Board Meeting Minutes \(p. 7\)](#)

B. Approval: Superintendent's Recommendations

014-23-24 Employment Recommendations

[New Hire_ E. Bottai \(p. 13\)](#)

[New Hire_Patrick \(p. 16\)](#)

[New Hire_D. Stewart \(p. 19\)](#)

[New Hire_B. Thacker \(p. 25\)](#)

015-23-24 Reclassification Requests

[Reclassification_A. Isap \(p. 27\)](#)

[Reclassification_S. Tipton \(p. 29\)](#)

[Reclassification_Technology Assistant Director \(p. 31\)](#)

016-23-24 Staff Resignations

[Resignation_N. Beydoun \(p. 33\)](#)

[Resignation_P. Hendricks \(p. 35\)](#)

[Resignation_E. Kutey \(p. 37\)](#)

[Resignation_C. Sosa \(p. 39\)](#)

[Resignation_J. Towler \(p. 41\)](#)

8. Unfinished Business

9. New Business

A. Michelle Myers - Community Priority Fund Contract

[M. Myers Contract Memo \(p. 43\)](#)

[Michelle Myers Contract \(p. 44\)](#)

B. Courageous Conversation, LLC. Contract

[Memo_PEG Contract_2023 \(p. 48\)](#)

[CCAR 2023-24 Work Plan \(p. 49\)](#)

[Beyond Diversity Contract \(p. 52\)](#)

C. Michigan Model for Health Contract

[Michigan Model for Health Contract Memo \(p. 53\)](#)

[FY24 MI Primary Care Association Agreement \(p. 54\)](#)

D. MiSTEM Contract

[MiSTEM AC Grant Regional Allocations Memo \(p. 65\)](#)

[MiSTEM Subrecipient Agreement_2023-24 \(p. 66\)](#)

[MiSTEM Regions and Fiscal Agents \(p. 68\)](#)

10. Other Items of Business

11. Board of Education Reports

12. Administrative Reports

A. Superintendent's Report

B. Retainer Newsletter

[School Law Notes - August 2023 \(p. 69\)](#)

13. Adjournment



MEMORANDUM

To: Board of Education

From: Naomi Norman, Superintendent

Date: September 7, 2023

Re: Regular Meeting September 12, 2023

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

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

Agenda Item 5: **Public Participation:** Members of the public who wish to address the board may do so at this time.

Agenda Item 6: **Equity, Inclusion, and Social Justice Dialogue:** Superintendent Naomi Norman will facilitate the equity, inclusion, and social justice discussion.

Agenda Item 7: **Consent Agenda**

A. Approval: Minutes: Approval of the minutes of the August 22, 2023, regular meeting.

B. Approval: Superintendent's Recommendations:

The Superintendent recommends the board accept the following employment recommendations:

014-23-24 Employment Recommendations: Please see the employment recommendations for: Elizabeth Bottai as a Teaching Assistant in the Washtenaw News YA Transition Program. If approved by the board Elizabeth Bottai's salary will be \$30,492.00. All other fringe benefits are set forth in the Unit I contract.

Vershawn Patrick as a Teaching Assistant at Red Oak. If approved by the board Vershawn Patrick's salary will be \$26,178.00. All other fringe benefits are set forth in the Unit I contract.

Dawn Stewart as a LEA Mental Health Coordinator. If approved by the board Dawn Stewart's salary will be \$93,384.00. All other fringe benefits are set forth in the Non-Affiliated contract.

Brandon Thacker as a Technology Intern. If approved by the board Brandon Thacker's salary will be \$15.00/hour.

The Superintendent recommends the board accept the following reclassifications:

015-23-24 Reclassification Requests: Please see the reclassification requests for:

Anisa Isap, current position: Medicaid Technician, 0.3 FTE, 115.33 Workdays, Salary: \$21.96/hour, Non-Affiliated. Recommended position: Medicaid Specialist, 1.0 FTE, 230 Workdays, Salary: \$66,977.00, Grade 7/Step 1, Non-Affiliated.

Shaquille Tipton, current position: ASD TA, 1.0 FTE, 185 Workdays, Salary: Unit I/Step 3, Unit I Bargaining. Recommended position: TA-Young Adult-SCI, 1.0 FTE, 205 Workdays, Salary: Unit I/Step 3, Unit I Bargaining.

Vacant, current position: Supervisor of Technology and Data Systems, 1.0 FTE, 230 Workdays, Salary: Grade 11/Step 7, Non-Affiliated. Recommended position: Technology Assistant Director, 1.0 FTE, 230 Workdays, Salary: Grade 12, Non-Affiliated.

The Superintendent recommends the board accept the following resignations:

016-23-24 Staff Resignations: Please see the staff resignations for:

Najah Beydoun, effective September 1, 2023. Najah Beydoun has been employed with the WISD since February 8, 2021, as a Social Worker.

Paula Hendricks, effective August 17, 2023. Paula Hendricks has been employed with the WISD since September 4, 2012, as a Nurse Substitute.

Elizabeth Kutey, effective September 7, 2023. Elizabeth Kutey has been employed with the WISD since January 16, 2019, as a Finance Manager.

Carlos Sosa, effective September 4, 2023. Carlos Sosa has been employed with the WISD since August 28, 2018, as a Teacher at Progress Park.

Jason Towler, effective September 22, 2023. Jason Towler has been employed with the WISD since January 28, 2019, as a Teacher Consultant and most recently transferred to a Teacher at Young Adult Red Oak.

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

Agenda Item 8: Unfinished Business:

Agenda Item 9: New Business:

A. Michelle Myers - Community Priority Fund Contract: Please see the memo from Success by 6, Great Start Collaborative Director Margy Long. Included in the board packet is a contract for Michelle Myers to work as part of the Community Priority Fund grant from Washtenaw County. Our total grant of \$110,945.00, incorporates the philosophy of the Trusted Advisor initiative -using parents to support parents- to collaborate with the Education Project. Michelle's contract is for \$43,200.00 and extends through December 2024. She will be working to support families who have been referred to the Education Project.

Recommendation: Motion that the Board of Education approve the contract with Michelle Myers in the amount of \$43,200.00, as presented. (Roll Call Vote)

B. Courageous Conversation, LLC. Contract: Please see the memo from Superintendent Norman regarding the contract with Courageous Conversation, LLC. The administration is recommending Washtenaw ISD enter into an agreement with Courageous Conversation, LLC to provide facilitation for Beyond Diversity training, District Equity Leadership Team (DELT) sessions, and virtual one-on-one coaching. The total cost of the scope of work for this year is \$46,420.00.

Recommendation: Motion that the Board of Education authorize the administration to approve the contract with Courageous Conversation, LLC., in the amount of \$46,420.00, as presented. (Roll Call Vote)

C. Michigan Model for Health Contract: Please see the memo from Director of Instruction Jennifer Banks, and Supervisor of Instruction Melissa Brooks-Yip. The administration is recommending that Washtenaw ISD enter into a contract with Michigan Primary Care Association to provide support for the use of the Michigan Model for Health curriculum in schools throughout Livingston and Washtenaw Counties. This funding will also be used to support the Regional School Health Coordinator position that was transferred from Livingston ESA to Washtenaw ISD in the 21-22 school year. The \$105,000.00 grant has a \$10,000.00 match requirement. The match requirement is being met through the Achievement Initiatives and Instruction budget in support of the School Health Coordinator position.

Recommendation: Motion that the Board of Education authorize the administration to approve the agreement with Michigan Primary Care Association, in the amount of \$105,000.00, as presented. (Roll Call Vote)

D. MiSTEM Sub-Recipient Agreements: Please see the memo from MiSTEM Region 2 Director D. Scott Heister. The administration is recommending the approval of sub-recipient agreements with each of the 16 MiSTEM Regional Fiscal Agents for up to \$39,750.00, to support the three MiSTEM Science and Engineering Action Area Opportunities. Each region will utilize these funds to provide STEM education services and support as described in the MiSTEM Science and Engineering Action Area 2023-24 Strategic Plan as approved by the Michigan Department of Education. Additional details are included in the board packet.

Recommendation: Motion that the Board of Education authorize the administration to approve the sub-recipient agreements with the MiSTEM Regional Fiscal Agents for up to \$39,750.00 each, as presented. (Roll Call Vote)

Agenda Item 10: Other Items Business: There are no 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.

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

Agenda Item 13: Adjournment

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

Tuesday, August 22, 2023

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, August 22, 2023, in Washtenaw ISD's Teaching and Learning Center Board Room at 1819 South Wagner Road in Ann Arbor, Michigan.

CALL TO ORDER

The meeting was called to order at 5:01 p.m. by President Diane Hockett

ATTENDANCE

The following members were present:

Diane Hockett, President
Mary Jane Tramontin, Vice President
Theresa Saunders, Secretary (left at 6:33pm / returned at 6:58pm)
Steve Olsen, Trustee

The following member was absent:

Sarena Shivers, Treasurer

Quorum was met.

Also present:

Naomi Norman, Superintendent
Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent
Melissa Cischke, Administrative Assistant to the Superintendent
Jennifer Banks, Director of Instruction
Merri Lynn Colligan, Chief Information Officer
Holly Heaviland, Executive Director, School and Community Partnerships
Deborah Hester-Washington, Executive Director, Special Education
Edward Manuszak, Executive Director, Early Childhood Programs
Tanner Rowe, Director of Operations
LaDawn White, Grants Manager, Early Childhood Programs

APPROVAL OF THE AGENDA

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

Ayes: All.

Nays: None.

Motion carried.

COMMUNICATIONS: There were no communications.

PUBLIC PARTICIPATION: There was no public participation.

FINANCIAL REPORTS – Associate Superintendent Brian Marcel reviewed the financial reports for June and July 2023. Early Childhood Grants Manager LaDawn White reviewed the June 2023 Head Start financial reports. Ms. White fielded questions from the board.

Motion by Steve Olsen, seconded by Theresa Saunders that the Board of Education approve the June 2023 Head Start Financial Reports, as presented.

Voting yes: Theresa Saunders, Diane Hockett, Mary Jane Tramontin, Steve Olsen

Voting no: None.

Motion carried.

EQUITY, INCLUSION, AND SOCIAL JUSTICE DIALOGUE – Superintendent Naomi Norman and Director of Instruction Jennifer Banks gave an update on the EISJ based learning opportunities and organizational commitments that Washtenaw ISD has in place for the 2023-2024 school year. Information was shared about the following: Beyond Diversity, District Equity Leadership Team (DELT), National Summit for Courageous Conversation, Department and Program Equity Teams, Justice Leaders Courses, Leadership Coaching with Leidene King, Responsive Teaching Coalition, Midwest Forum, Archeology of Self with Dr. Yolanda Sealey-Ruiz, IDI Assessment, and various organization sponsored book studies. Superintendent Norman and Dr. Banks shared details of each offering, including who the activity was designed for within the organization and greater community.

Superintendent Norman also spoke about WISD Opening Day happenings including the positive response to keynote speaker, JoAnn Chávez, senior vice president and chief legal officer for DTE Energy. The Board of Education shared their thoughts on the virtual Opening Day sessions that took place in the afternoon.

CONSENT AGENDA

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

Voting yes: Theresa Saunders, Steve Olsen, Diane Hockett, Mary Jane Tramontin

Voting no: None.

Motion carried.

Approval of Minutes

The Board approved the minutes of the July 27, 2023, special meeting.

010-23-24

The board approved the following employment recommendation:

- Henna Shiekh as an Early Intervention Occupational Therapist.

011-23-24

The board approved the following reclassification requests:

- Jenna Blair, CIY School Program Coordinator, 0.2 FTE, 210 Workdays, Salary: Grade 10, Step 7, Non-Affiliated, to CIY School and Interagency Transition Supervisor, 1.0 FTE, 210 Workdays, Salary: Grade 11, Step 6, Non-Affiliated.
- Deborah Hester-Washington, Director of Special Education, Achievement and Compliance, 1.0 FTE, 230 Workdays, Salary: Grade 12, Non-Affiliated, to Executive Director of Special Education, 1.0 FTE, 230 Workdays, Salary: Grade 14, Step 6, Non-Affiliated.

- Vanessa Horning, Accountant, 1.0 FTE, 230 Workdays, Salary: Grade 6, Step 7, Non-Affiliated, to SE Funding Specialist, 1.0 FTE, 230 Workdays, Salary: Grade 9, Step 3, Non-Affiliated.
- Maria Kroeger, TA SCI Young Adult, 1.0 FTE, 205 Workdays, Salary: \$32,976.00, Step 2, Unit I Bargaining, to TA ASD, 1.0 FTE, 185 Workdays, Salary: \$29,808.00, Step 2, Unit I Bargaining.
- Megan Lewandowski, Teacher High Point C7, 1.0 FTE, 185 Workdays, Salary: \$70,544.00, Unit II Bargaining, to Teacher ASD, 1.0 FTE, 185 Workdays, Salary: \$70,544.00, Unit II Bargaining.
- DarNesha Green, School Social Worker, 1.0 FTE, 210 Workdays, Salary: MA Step 10 (0.8FTE), NA 7, Step 6 (0.2 FTE), Non-Affiliated, to Mental Health Clinical Supervisor, 1.0 FTE, 210 Workdays, Salary: Grade 8, Step 6, Non-Affiliated.
- Anthony Ravenga, Teaching Assistant YS SCI (Room 44), 1.0 FTE, 185 Workdays, Salary: \$34,209.00, Unit I Bargaining, ASD TA, 1.0 FTE, 185 Workdays, Salary: \$34,893.00, Unit I Bargaining.
- Richele Scalzo, Teacher Assistant at Ann Arbor West, 1.0 FTE, 185 Workdays, Salary: \$36,437.00, Unit II Bargaining, ASD Teacher, 1.0 FTE, 185 Workdays, Salary: \$49,511.00, Unit II Bargaining.
- Jason Towler, MRS TC (working MRS/YAP), 1.0 FTE, 185 Workdays, Unit II Bargaining, to MRS TC/Whitmore Lake TC, 1.0 FTE, 185 Workdays, Unit II Bargaining.
- Rebecca Witham, TA SCI YA-Room 44, 1.0 FTE, 205 Workdays, Salary: \$38,609.00, Unit I Bargaining, to ASD TA, 1.0 FTE, 185 Workdays, Salary: \$34,893.00, Unit I Bargaining.
- Shared Position, CIY School Director and Interagency Transition Coordinator, 0.4 FTE, 210 Workdays, Salary: Grade 10, Non-Affiliated, to CIY School and Interagency Transition Supervisor, 1.0 FTE, 210 Workdays, Salary: Grade 11, Non-Affiliated.

012-23-24

The board approved the following staff resignation.

- Amy Burns, effective August 18, 2023.

013-23-24

The board authorized the administration to approve the K12 Insight Contract Renewal.

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS – Restorative Practices Training, BFDI Training Institute:

Prior to board action, Community & School Partnerships Executive Director Holly Heaviland explained the details of the BFDI Training Institute contract to the board.

Motion by Mary Jaen Tramontin, seconded by Theresa Saunders, that the Board of Education approve the contract with BFDI Training Institute in the amount of \$50,378.96, as presented.

Voting yes: Steve Olsen, Diane Hockett, Theresa Saunders, Mary Jane Tramontin

Voting no: None.

Motion carried.

NEW BUSINESS – MISEC Choice Solar Board Resolution:

Prior to board action, Associate Superintendent Marcel explained the MISEC Choice Solar Board Resolution, which authorizes MISEC to enter into a 15-year Power Purchase Agreement for 20% of the district's annual electricity usage with NorthStar Clean Energy at a fixed rate not to exceed \$0.075/kWh. Mr. Marcel then informed the board that the district is not limited to a 20%

agreement, and there is no cap on the percentage of the district's annual electricity usage that the board can agree to. The Board of Education and administration then engaged in a robust discussion around the benefits and possible disadvantages from entering into a 100% agreement. It was then agreed upon that the board would approve the resolution at 75%.

Motion by Diane Hockett, seconded by Mary Jane Tramontin, that the Board of Education approve the resolution authorizing MISEC to enter into a 15-year Power Purchase Agreement for 75% of the district's annual electricity usage with NorthStar Clean Energy, as presented.

Voting yes: Steve Olsen, Diane Hockett, Theresa Saunders, Mary Jane Tramontin

Voting no: None.

Motion carried.

NEW BUSINESS – Robert Half, Inc – Temporary Contracted Technology Support Services:

Prior to board action, Chief Information Officer Merri Lynn Colligan addressed the board regarding the need for and details surrounding the Robert Half, Inc. contract.

Motion by Theresa Saunders, seconded by Mary Jane Tramontin, that the Board of Education approve the technology support services contract with Robert Half, Inc., in the amount of \$50,000.00, as presented.

Voting yes: Diane Hockett, Steve Olsen, Mary Jane Tramontin, Theresa Saunders

Voting no: None.

Motion carried.

NEW BUSINESS – Washtenaw Community College Young Adult – Lease Recommendation:

Prior to board action, Director of Operations Tanner Rowe addressed the board. Mr. Rowe explained the details of the lease recommendation for the WCC YA program.

Motion by Mary Jane Tramontin, seconded by Theresa Saunders, that the Board of Education authorize the administration to execute the lease agreement with Washtenaw Community College for (3) classrooms, with rent totaling \$31,116.80 for a one-year term, as presented.

Voting yes: Theresa Saunders, Mary Jane Tramontin, Steve Olsen, Diane Hockett

Voting no: None.

Motion carried.

NEW BUSINESS – Chapelle Business Center – Lease Expansion Recommendation:

Prior to board action, Director of Operations Tanner Rowe addressed the board. Mr. Rowe explained the details of, and need for, the lease expansion recommendation for the Chapelle Business Center.

Motion by Steve Olsen, seconded by Theresa Saunders, that the Board of Education authorize the administration to execute the lease agreement with Ypsilanti Community Schools for 111 S. Wallace Blvd., Ypsilanti, MI 48197, with rent totaling \$7,848.00 for the nine-month term.

Voting yes: Steve Olsen, Diane Hockett, Theresa Saunders, Mary Jane Tramontin

Voting no: None.

Motion carried.

NEW BUSINESS – Connecting Communities Grant Opportunity:

Prior to board action, Director of Operations Tanner Rowe addressed the board. He explained the guidelines and timeline of the Connecting Communities Grant. Mr. Rowe fielded questions from the board.

Motion by Steve Olsen, seconded by Theresa Saunders, that the Board of Education authorize the administration to apply for the Connecting Communities Grant in the amount of \$100,000.00, as presented.

Voting yes: Mary Jane Tramontin, Steve Olsen, Diane Hockett, Theresa Saunders

Voting no: None.

Motion carried.

NEW BUSINESS – LCK Coaching & Consulting, LLC. Contract Amendment:

Prior to board action, Superintendent Norman addressed the board. She reviewed the sessions that LCK Coaching & Consulting, LLC. (Leidene King) provided for WISD administration during the 22-23 school year, and the services that will be provided under the contract for the 23-24 school year. Ms. Norman fielded questions from the board.

Motion by Theresa Saunders, seconded by Mary Jane Tramontin, that the Board of Education authorize the administration to approve the contract amendment with LCK Coaching & Consulting, LLC., in the amount not to exceed \$140,000.00, as presented.

Voting yes: Theresa Saunders, Mary Jane Tramontin, Diane Hockett, Steve Olsen

Voting no: None.

Motion carried.

NEW BUSINESS – Early Childhood Carry Over Funds:

Prior to board action, Early Childhood Programs Executive Director Edward Manuszak addressed the board. He explained the details and reasoning for the carryover funds, including information about specific dollar amounts. Dr. Manuszak, along with Early Childhood Programs Grants Manager LaDawn White fielded questions from the board.

Motion by Mary Jane Tramontin, seconded by Theresa Saunders, that the Board of Education approve the request to carry over unobligated funds from the 2022-2023 fiscal year, up to the amount of \$333,918.06, as presented.

Voting yes: Diane Hockett, Steve Olsen, Mary Jane Tramontin, Theresa Saunders

Voting no: None.

Motion carried.

NEW BUSINESS – Washtenaw Educational Options Consortium (WEOC) Agreement:

Prior to board action, Superintendent Norman addressed the board. She gave a brief historical overview of the WEOC agreement and spoke about the current amended and restated agreement. Ms. Norman fielded questions from the board. Trustee Saunders was present for the majority of the discussion, but had to step out of the meeting at 6:33 p.m. and returned at 6:58 p.m. She was not present for the vote.

Motion by Steve Olsen, seconded by Mary Jane Tramontin, that the Board of Education approve the Washtenaw Educational Options Consortium Agreement Resolution, as presented.

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

Voting no: None.

Motion carried.

NEW BUSINESS – Professional Development Committee:

Prior to board action, Deputy Superintendent Vannatter addressed the board. She spoke about the need to formally appoint a Professional Development Committee for the purpose of identifying annual professional development for ISD student programs, and who would be on said committee.

Motion by Mary Jane Tramontin, seconded by Steve Olsen, that the Board of Education appoint a Professional Development Committee, as presented.

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

Voting no: None.

Motion carried.

OTHER ITEMS OF BUSINESS - Special Education Restructure Design:

Deputy Superintendent Vannatter and Special Education Executive Director Deborah Hester-Washington gave a presentation to the board outlining the upcoming changes to the Special Education department structure. They informed the board that the purpose of the modifications are to create more capacity for the future, build leadership pathways for staff, expand perspectives at the leadership level, strengthen team relationships and support, and increase responsiveness to families, children, local districts, and programs. Ms. Vannatter and Ms. Hester-Washington fielded questions from the board.

BOARD OF EDUCATION REPORTS – There were no Board of Education reports.

ADMINISTRATIVE REPORTS – Superintendent's Report

Superintendent Norman gave the board an update on the Talent Together initiative and followed up on some items from the Board Retreat.

ADJOURNMENT

The meeting was adjourned at 7:10 p.m.

Respectfully submitted,

Theresa Saunders, Secretary
Washtenaw ISD Board of Education

DATE: 8-1-23

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

FROM: Rebekah Ralls
Supervisor – SE Young Adult Services.

RE: New Hire Recommendation – Teaching Assistant, Washtenaw News YA

I would like to recommend **Elizabeth Bottai** for the teaching assistant position in the Washtenaw News YA Transition Program. Elizabeth has 10 years' experience working in the classroom through her time substituting with Edustaff and 8 years' experience as a teacher. She also has experience teaching Spanish literacy and conversational skills. Her responses to interview questions demonstrated that she is a good candidate for this position. If approved by the Board, I am recommending Elizabeth Bottai's salary will be Step 3, \$30,492,. All other fringe benefits are set forth in the Unit I contract.

Please let me know if you require additional information.

Elizabeth L. Bottai

PROFESSIONAL PROFILE:

A teaching professional with over 10 years experience, mainly in urban areas where the resources are low and the challenges high. My strong emphasis on reading instruction has been strengthened with recent graduate level courses, focusing on diversity, use of assessment tools and core curriculum concepts. Effective classroom management is key to student and teacher success.

EDUCATION AND CREDENTIALS:

Wayne State University Detroit, MI Current: Michigan Teacher **Professional Certification** 30+ credits toward Master Degree in Education Elementary Teacher Certification Program completed August, 2004
University of California, Santa Cruz Santa Cruz, CA Bachelor of Arts, History
December, 1999

TEACHING POSITIONS:

Substitute Teacher - Grades K-8

2013-2023

Edustaff/ Dicken Elementary, Ann Arbor Public Schools

Edustaff/ Dexter Public Schools

Special Education Classroom-2 yrs

- Co-developed and managed IEP process and 504 plans

Science Lab Instructor, Gr 2-5

2006-2007

St. Helena Island Elementary School, St. Helena Island, SC

- Developed Science curriculum based on SC cores
- Incorporated technology into curriculum
- Created Butterfly Conservation Project with fifth graders, enlisting the help of school personnel, parents and the local retirement community's very active garden club

First Grade Teacher,

2005-2006

Adams Academy, Ypsilanti Public Schools

- Increased reading and language scores
- Assisted in school-wide Assertive Discipline model
- Initiated pen-pal program with other elementary school students
- Utilized parent volunteers and encouraged family-centered activities resulting in excellent rapport with parents and the school community

Special Education Teacher for Student with Cognitive Impairments Grades 6-8

2004-2005

Emerson Middle School, Detroit Public Schools, Detroit, MI

- Developed lesson plans and personal learning activities to meet students' individual needs
- Managed IEP/504 process, including design, implementation and measurement
- Implemented a social studies curriculum when Special Education department became departmentalized, catering to a cross-categorical classroom
- Coordinated teaming to support student transition between special education and general education

First Grade Teacher**2001-2004****Burt Elementary School, Detroit Public Schools, Detroit, MI**

- Trained in the Open Court Reading Series and trained other first-grade classes & teachers
- Individualized instruction for all competency levels
- Cultivated parent involvement through workshops

Fifth Grade Teacher**Beacon International Academy, Detroit MI****1999-2001**

- Assisted in the curriculum development for this first-year charter school
- Designed a Mentor Reading program with 5th graders and kindergarten students
- Co-developed a Cooperative teaching program with other fifth grade team teachers

Additional Skills and experiences:

- Advocacy experience
- Spanish literacy and conversational language skills
- Dicken School PTO member and fund-raiser
- Classroom parent and playground volunteer

Educational Statement:

Students learn best when they feel secure in the school environment, excited about the subject matter and given authentic learning tasks with real-world applications. My approach is student-centered and takes into account students' individual learning needs. I believe in building a home school-community relationship that is collaborative, supportive and positive. -E. Bottai

DATE : 07/31/2023

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

FROM: Chandra L. Dumas
Supervisor, Red Oak

RE: New Hire Recommendation – Teaching Assistant- Red Oak

The hiring team would like to recommend Vershawn Patrick for employment as a full-time Teaching Assistant at Red Oak. Vershawn received his diploma from Plymouth-Canton Community schools. Vershawn is currently working on a Bachelor of Science degree in Graphic Design where he has completed 3 years at Madonna University with an expected graduation date of 2025. The team would like to offer Vershawn the opportunity to join Red Oak as a Teacher Assistant. If hired his annual salary would be \$26,178 as noted under the Unit I Local 3760 AFT contract.

Please do not hesitate to reach out if you require additional information.

VerShawn Patrick

Teaching Assistant

Profile

Seeking a role where I will be able to apply my interpersonal skills, and work experience to secure a position as a Teaching Assistant.

Key Skills

Graphic Design
Leaf Logics POS
Interpersonal communication
Conflict resolution
Team oriented, energetic,
adaptable

Activities and Interests

Graphic Design
Broadcasting
Art
Fitness
Skiing
Travel

Experience

Aug 2022—Dec 2022

Brand Ambassador • Viola Brands • Detroit, MI

Increased brand awareness, promoted the brand's product, educated clients about products, ensured inventory was sufficient for client's needs, worked closely with the Sales team to ensure excellent customer experience for both existing, and potential clients. Was the face of Viola and responsible for sharing the company's message with the community during promotional events.

May 2021—June 2022

Product Specialist • Cookies Detroit • Detroit, MI

Used acquired knowledge of cannabis in the preparation and dispensing of cannabis products while assessing the patient's needs by asking questions, and providing guidance that best fits their situation. While working in a fast paced environment, I assist my team in processing payments, entering and accurately verifying patient's information in the required POS system, maintaining and organizing inventory, and validating UPC codes and menus for the correct product information and pricing.

August 2020—May 2021

Team Member/Maintenance/Sales Associate • Anytime Fitness • Canton, MI

Represented and advised parties on small business and real estate and landlord tenant issues. Researched and analyzed a wide range of legal issues. Represented client in a corporate dissolution litigation and won a \$25,000 supervised receivership and dissolution of corporation.

February 2020—January 2021

Crew Member/Cashier • Emagine Canton • Canton, MI

I was trained in the basics of operating as a theater team member. Working as both a cashier and server, I completed customer transactions in a timely manner to give the customer a hassle free and fast concessions experience.

August 2019—November 2020

Team Member/Sky-Fit Instructor • SkyZone Trampoline Park • Canton, MI

As a Team Member, I assumed multiple responsibilities around the park facility as cashier, customer service, party host, court monitor, janitorial work and building structural maintenance. As a Sky-Fit instructor I was tasked with the organization, demonstration and implementation of a trampoline based workout program for premium members.

February 2017—August 2017

Produce Clerk • Fresh Thyme • Canton, MI

Kept all store produce wet-rack and dry tables stocked and clean during business hours, assisted customers as needed while maintaining a friendly and energetic demeanor.

November 2016—January 2017

Guest Advisor • GameStop • Canton, MI

Assisted customers with entertainment needs and purchases using the buy-sell-trade model, shared product and gaming knowledge, ensured products were easy to see and purchase, made certain the environment was clean and organized, assisted customers with PowerUp Rewards enrollment and resolved guest service issues.

Education

Anticipated 2025

Bachelor of Science in Graphic Design • Madonna University • Livonia, MI

DATE: July 19, 2023

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

FROM: Sarah Hierman, Coordinator, Grants & Special Projects

RE: New Hire Recommendation – LEA Mental Health Coordinator

I would like to recommend Dr. Dawn Stewart for employment as a LEA Mental Health Coordinator. Dr. Stewart received her BA and MA (counseling) from Michigan State University and her PhD in Educational Studies from Eastern Michigan University. Dr. Stewart is currently employed as the Project Manager for Detroit Public Schools Community District. If approved by the Board, Dr. Stewart's salary will be Grade 10, Step 5 (210) or \$93,384 per year. All other fringe benefits are set forth in the Non-Affiliated contract.

Please let me know if you require additional information.

Dawn L. Stewart, Ph.D.

Goal-Oriented Leader offering demonstrated success in creating and implementing comprehensive programs, policies, and procedures. Performance driven team leader, optimally utilizing all channels of communication to develop team momentum and enthusiasm. Skilled at building cooperative relationships and bringing diverse groups together to meet mutual goals. Highly organized and focused, effectively prioritizing multiple tasks while managing details and shifting demands. Consistently successful in creating collaborative environments and working effectively with those who have diverse needs.

Core Leadership Qualifications

- | | | |
|----------------------------|-------------------------------|---------------------------|
| ○ Trauma Informed | ○ Program Development | ○ Community & Parent |
| ○ Policy/Procedural | ○ Team Leadership | Engagement |
| Development | ○ Performance Improvement | ○ Crisis Intervention |
| ○ Restorative Practice | ○ Staff Training, Mentoring & | ○ Effective Communication |
| ○ Problem Resolution | Development | Skills |
| ○ Critical Thinking Skills | ○ Relationship Building | ○ Project Management |
-

PROFESSIONAL EXPERIENCE

August 2021-Present **Project Manager**
Finance Department
Detroit Public Schools Community District, Detroit, MI

Facilitate and lead key initiatives and projects across the Procurement department. Implement and orchestrate purchasing systems and competitive solicitation (RFP, RFQ, RFI) processes, and the contract administration to provide support and assistance to 40 Central Office departments and 110 schools related to their purchasing needs. Conduct cost analyses and set benchmarks for improvement. Maintain relationships with suppliers while continually working to expand vendor pool. Develop and carryout strategies to diversify vendor pool through concerted vendor engagement methods. Work closely with finance, legal, and compliance departments to ensure that contract terms are favorable. Assist departments and schools with budget development and compliance.

August 2018-March 2021 **Program Supervisor**
Office of Family & Community Engagement
Detroit Public Schools Community District, Detroit, MI

Managed the creation, execution, and supervision of over 12 different initiatives, serving 110 schools aimed at increasing parent and community involvement. Implemented and managed volunteer program that provides service opportunities for over 5000 volunteers, as well as corporate partnerships district wide. Collaborated effectively with various departments to carry out District's mission. Managed and

operated Parent Teacher Home Visit Program that completed a total of 6652 visits to families. Appointed to several special project workgroups. Identified and cultivated strategic partnerships to ensure key successes of DPSCD's community engagement efforts. Supervised and provided ongoing training and mentoring of 15 employees. Designed and implemented evaluation tools to gauge and ensure impact. Organized multiple community outreach efforts to recruit and engage students and families. Worked collaboratively with external vendors to procure content for Parent Academy catalogue. Assisted with building and sustaining partnerships between school, parents, and communities.

April 2018- July 2019 **K-12 School Administrator Internship**
Crescent Academy, Southfield, MI

Evaluated student learning results based on student performance and growth on assessments. Analyzed and determined appropriate strategies to enhance school's climate and support student engagement in learning. Conducted teacher observations and provided feedback. Assisted with developing and implementing school safety procedures. Identified professional learning opportunities and strategies to engage faculty in recognizing and understanding diversity and developmental issues in order to improve student & teacher relationships. Developed a curriculum and organized a group for 6-8th grade girls who struggled with social, emotional, mental, and behavioral issues that impeded academic success. Conducted technology audit for the school and identified needs. Substituted in 5th grade reading class. Assisted with development of school's master schedule. Provided classroom support to teachers challenged with classroom management issues.

September 2008-June 2018 **Executive Director**
Starr Commonwealth; Detroit, MI

Managed a team of five supervisors, 45 staff members (e.g., clinical staff, clericals, maintenance personnel, and contractual staff). Provided oversight of 5 programs serving over 300 'at-risk' youth monthly while utilizing best practices and evidence-based models. Developed and forecasted short/long term strategic initiatives/plans continually focused on establishing increased community & parent engagement and organizational effectiveness. Managed a \$4.5 million annual budget and met yearly budget targets. Revitalized and stabilized all aspects of failing program at organization's satellite campus. Developed management tools and systems to enhance efficiencies and accountability throughout the program structures. Created and empowered a supportive work environment that successfully kept staff turnover to less than 5%. Provided consultation and coaching to employees and managers concerning diversity and inclusion. Conducted annual performance appraisals that included observations and feedback for targeted improvement. Ensured the organization's programming followed all federal and state licensing requirements. Implemented and provided oversight of all private, local, and federal grants. Developed effective educational and treatment programs to meet the complex needs of clients. Achieved consistent high results on all annual audits conducted by State of Michigan. Routinely utilized data to make critical decisions around program viability and financial stability. Supervised all grounds and facilities maintenance operations.

October 2006-September 2008 **Associate Director**
Starr Commonwealth; Detroit, MI

Assisted the Executive Director with overseeing the day-to-day organizational operations through the provision of 5 Foster Care and Juvenile Delinquency programs serving over 400 youth annually.

Provided ongoing clinical supervision for all programming. Created a cadre of dedicated and skilled professionals through leadership development, supervision, and mentorship. Addressed all staff related issues or concerns while bringing them to resolution. Demonstrated tact, diplomacy, and professionalism while handling sensitive and confidential situations. Crafted and implemented program procedures and operational manuals to establish clear guidelines for program and client success. Consistently met budget expectations through deliberate and sound fiscal management resulting in growth and financial stability. Created recruitment and retention strategies and annual training for employees.

July 2002-October 2006

Program Supervisor

Starr Commonwealth; Detroit, MI

Efficiently supervised all aspects of the Foster Care program including: 5 staff, 80 clients, and 75 foster homes. Provided clinical direction to difficult cases while helping staff develop skills to make critical decisions. Collaborated with external agencies to provide a continuum of services to meet the needs of clients and families, while also representing the organization on various coalitions and task forces pertaining to youth in foster care. Successfully increased program's revenue by doubling number of clients served through quality programming, positive treatment outcomes, and excellent customer service.

March 2001-July 2002

Treatment Foster Care Counselor

Starr Commonwealth; Detroit, MI

Implemented and utilized various treatment modalities to assist youth and families. Provided intensive in-home counseling to foster parents and children. Constructed concise quarterly treatment plans detailing measurable goals and objectives. Worked cooperatively with various agencies to provide comprehensive resources for clients that encompassed their academic, social, mental, emotional, and physical needs. Identified and enrolled clients in school, while also assisting with successful adjustment to new school environments. Collaborated with teachers, parents, and other school officials to formulate IEP for special needs students. Tutored youth in all subjects who experienced severe academic deficiencies.

January 2000-March 2001

Juvenile Justice Counselor

Starr Vista; Detroit, MI

Assisted with the development and implementation of a new and innovative system charged with the reformation of the juvenile delinquency system. Effectively utilized managed care strategies to provide direct care services for juvenile delinquents. Methodically served a caseload of up to 70 clients. Counseled delinquent youth and their parents to modify and eliminate behavioral problems and reduce recidivism. Assisted youth with acquiring vocational and pro-social skills to enhance chances of success and rehabilitation. Promoted academic success of at-risk students by identifying needs and setting clear, achievable goals. Taught GED Preparatory classes to youth expelled from traditional academic settings.

October 1998-January 2000

Bridges Toward Responsible Adulthood Counselor

Starr Commonwealth; Detroit, MI

Prepared aged out foster youth (18-21) to transition to adulthood through the provision of various skill trainings such as: budgeting, parenting, conflict resolution, health, job seeking, meal preparation, and academic achievement. Provided academic and career counseling to disadvantaged students ages 18-22. Demonstrated an ability to communicate on a professional level, orally and in written form to referral agencies and other professional personnel and staff. Provided in-home, family-based therapy to clients. Assisted clients with procuring gainful employment and housing. Provided youth with assistance, resources, and information to encourage successful, productive independence. Developed intervention strategies to address individual needs of clients. Facilitated academic and career workshops.

October 1997-October 1998

Education and Community Resource Specialist

Starr Commonwealth; Detroit, MI

Taught on-going G.E.D. Preparatory and Life Skills Management classes to disadvantaged and at-risk youth. Developed and maintained a comprehensive list of employers. Functioned as a resource person to provide information on employment, employment skills, vocational training, and various educational resources. Assisted youth with career planning and academic preparation. Established and implemented training programs for Job Readiness and Alternative Education. Developed intervention strategies to address individual needs of clients. Organized and executed college trips. Collaborated with community colleges to assist with increasing enrollment of at-risk/underserved students.

June 1995-October 1997

Supervisor

Harvest House; Lansing, MI

Designed and orchestrated youth job training program for high school students who were homeless. Collaborated with teachers, counselors, and parents to develop support networks for homeless students. Supervised seven employees in an academic setting. Coordinated after school tutoring program and summer enrichment program. Provided academic and career counseling for students. Conducted job-training seminars.

September 1992 to June 1994

After School Program Supervisor

Lansing School District; Lansing, MI

Supervised an after-school program for low performing students in Lansing School district. Tutored children K-12 with special needs in all subjects. Coached students on how to maneuver social situations in an academic environment. Hired, trained, and supervised new employees. Recruited volunteers to provide additional student support. Conducted individual learning sessions that were specific to each child's needs. Formed collaborative efforts with school district to promote and celebrate student success and progress.

EDUCATION / TRAINING

PhD in Educational Studies; December 2016; Eastern Michigan University; Ypsilanti, Michigan

Master of Arts in Counseling; May 1996; Michigan State University; East Lansing, Michigan.

Bachelor of Arts in Social Science; June 1992; Michigan State University; East Lansing, Michigan

Special Training/Memberships**Interests**

- Licensed Professional Counselor
- Trauma Informed Care
- Restorative Practices
- Educational Success of Youth in Out of Home Placements
- Effective Ways to Engage Parents

- Servant Leadership
- Southfield Youth Asst. Board Member
- Spirit of Detroit Award 2020

DATE: 2023-08-23

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

FROM: Solomon Zheng – LEA Director of Technology

RE: New Hire Recommendation – Technology Intern

I would like to recommend Brandon Thacker for employment as a Technology Intern. Brandon is working his/her degree from the Eastern Michigan University. Brandon is currently employed as a technology intern at Washtenaw Intermediate School District. If approved by the Board, Brandon salary will be hourly at \$15 per hour. All other fringe benefits are set forth in the contract.

Please let me know if you require additional information.

Objective

Seeking an internship to help develop my skills in the Information Systems field.

Education

Eastern Michigan University

Ypsilanti, MI

Business Administration in Computer Information Systems

- 3.43 GPA
- Dean's List freshman year
- Recipient of the Education First Opportunity Scholarship
- Expected graduation April 2024.
- Recipient of IFC Silent Leader Award.

Extracurricular Activities

Recipient of IFC Silent Leader Award.

Apr 2022

- "This person has been a very important part of their chapter, Fraternity & Sorority Life, and the EMU community. They are reliable and can be counted upon for anything."

Theta Chi Fraternity (Vice President)

Jan 2023 – Present

- Officiating chapter meetings when the President is absent and assisting the president in carrying out his duties and responsibilities.
- Overseeing the internal operations of chapter and participating in the major decisions in chapter.
Supervise all committees and serve as a key voice in all committees in chapter such as philanthropy, fundraising, and alumni committee.

Theta Chi Fraternity (Vice President of Health of Safety)

Aug 2022 – Dec 2022

- Implementing programming and practices within chapter to promote the health and safety of members, new members, and visitors
- Created a mental health program for brothers in chapter that monitors their mental health and spreads awareness about campus counseling resources
- Serving on chapter executive board to help make decisions regarding brotherhood, philanthropy, and fundraising events

Work Experience

Beaumont Hospital

Dearborn MI

Dietary Assistant I

May 2021 - Aug 2022

- In charge of delivering food for patients
- Prepared food for patients in a tray line and maintained dishes and stock in the kitchen at the end of the night.

Washtenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Anisa Isap

Department

Special Education

Current Account 1

27.1226.1620.919.0000.00000.0000

Current Account 1 Split

75

Current Account 2

27.1226.1620.919.0000.10918.0000

Current Account 2 Split

25

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

Deborah Hester - Washington

Current Position Title

Medicaid Technician

Recommended Position Title

Medicaid Specialist

Current Position Number

90.00.226.01

Recommended Position Number

51.00.226.06

Current Bargaining Unit

Non-Affiliated

Recommended Bargaining Unit

Non-Affiliated

Current Account 4 Split

Recommended Account 1

27.1226.1620.919.0000.00000.0000

Recommended Account 1 Split

100

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

\$21.96/hour

Recommended Pay Rate/ Salary Level

\$66,977.00 - Grade 7 Step 1

Current FTE

0.3

Recommended FTE

1

Current Number of Work Days

115.33

Recommended Number of Work Days

230

Should the Current Position Remain?

- ☒ Remain
- ☐ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Workspace/Desk Location

TLC

Recommended Location

Workspace/Desk Location

TLC

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

Anisa applied for, interviewed for and was selected to be the Medicaid Specialist.

Effective Date

Date new duties were assigned or changes made

09/18/2023

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

Lana Stiebe

Department Head Comments

Department Head

Cherie Vannatter 08/21/2023

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Finance

SAP 08/29/2023

Human Resources Approval

- ☒ Approve
- ☐ Adjust, See Comments

Human Resources Comments

Human Resources / Executive Admin Review

CD Harmon-Higgins 08/28/2023

Superintendent Comments

Superintendent

Naomi Norman 08/29/2023

Washtenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

Shaquille Tipton

Department

Special Education

Current Account 1

22.1122.1630.000.4362.00000.0000

Current Account 1 Split

100

Current Account 2

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

Jennifer Parrelly

Current Position Title

ASD TA

Recommended Position Title

TA- Young Adult- SCI

Current Position Number

10.23.122.05

Recommended Position Number

10.47.122.41

Current Bargaining Unit

Unit I

Recommended Bargaining Unit

Unit I

Current Account 4 Split

Recommended Account 1

22.1122.1630.196.0000.06147.2400

Recommended Account 1 Split

100

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

Unit 1, Step 3

Recommended Pay Rate/ Salary Level

Unit 1, Step 3

Current FTE

1

Recommended FTE

1

Current Number of Work Days

185

Recommended Number of Work Days

205

Should the Current Position Remain?

- ☒ Remain
- ☐ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Workspace/Desk Location

ASD Classroom

Recommended Location

Workspace/Desk Location

Room 33

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

Shaquille is being involuntarily transferred to a 205 day position.

Effective Date

Date new duties were assigned or changes made

08/21/2023

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

Amber Ballow, SXI TA Lilia Badillo-Malek, SCI TA

Department Head Comments

Department Head

Cherie Vannatter 08/14/2023

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Finance

SAP 08/29/2023

Human Resources Approval

- ☒ Approve
- ☐ Adjust, See Comments

Human Resources Comments

Human Resources / Executive Admin Review

CD Harmon-Higgins 08/28/2023

Superintendent Comments

Superintendent

Naomi Norman 08/29/2023

Washtenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

Please enter the employee name, incumbent name, or "Vacant"

VACANT (was Andrew Hahn)

Department

Technology

Current Account 1

11.1284.1510.000.0000.5800

Current Account 1 Split

18.25

Current Account 2

11.1284.1510.000.0000.5900

Current Account 2 Split

18.25

Current Account 3

22.1284.1510.000.0000.5800

Current Account 3 Split

18.25

Current Account 4

22.1284.1510.000.0000.5900

Supervisor

Merri Lynn Colligan

Current Position Title

Supervisor of Technology and Data Systems

Recommended Position Title

Technology Assistant Director

Current Position Number

51.00.284.02

Recommended Position Number

51.00.284.02

Current Bargaining Unit

Non-Affiliated

Recommended Bargaining Unit

Non-Affiliated

Current Account 4 Split

18.25

Recommended Account 1

11.1284.1510.000.0000.5800

Recommended Account 1 Split

18.25

Recommended Account 2

11.1284.1510.000.0000.5900

Recommended Account 2 Split

18.25

Recommended Account 3

22.1284.1510.000.0000.5800

Recommended Account Split 3

18.25

Current Pay Rate/ Salary Level

Grade 11 Step 7

Recommended Pay Rate/ Salary Level

Grade 12

Current FTE

1

Recommended FTE

1

Current Number of Work Days

230

Recommended Number of Work Days

230

Should the Current Position Remain?

- ☐ Remain
- ☒ Delete

Recommended Account 4

22.1284.1510.000.0000.5900

Recommended Account 4 Split

18.25

Current Location

Worksite/Desk Location

Technology

Recommended Location

Worksite/Desk Location

Tech West

Rational for Position Change

Briefly explain how this position has changed, giving concrete examples of the changes

Additional accounts: 27.1284.1510.918.0000.0000.0000 2 27.1284.1510.917.0000.0000.0000 25

Effective Date

Date new duties were assigned or changes made

09/01/2023

List Positions/Employees Performing Similar Work

Do you know of/are you aware of any other positions or employees assigned/performing work similar to that of this position in its new description? If so, please list position titles or names of incumbents

Department Head Comments

This request is to adjust the Title and Salary to support coverage across the department teams - Infrastructure and Data Team as well as network support across all local district contracts. The title adjustment is to align with resent restructuring in other departments.

Department Head

M.Colligan08/08/2023

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Finance

SAP08/14/2023

Human Resources Approval

- ☒ Approve
- ☐ Adjust, See Comments

Human Resources Comments

Approved, per Supts at HR meeting on 8/10/23.

Human Resources / Executive Admin Review

CD Harmon-Higgins08/10/2023

Superintendent Comments

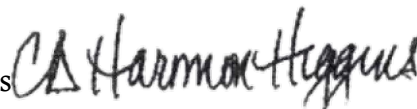
Superintendent

Naomi Norman08/29/2023

DATE: September 12, 2023

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

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



RE: Resignation Notification

Attached please find Ms. Najah Beydoun's letter of resignation, effective September 1, 2023. Ms. Beydoun has been employed with the WISD since February 8, 2021, as a Social Worker.

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

Enclosure

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

Najah Hamka Beydoun

September 1st, 2023

To Becky Mullins,

Effective as of September 1st, 2023, I Najah Beydoun, am putting in my official resignation as a social worker for the 31N team. Although I have found that I have faced adverse experiences and have felt unheard, underappreciated, and undervalued at Washtenaw Intermediate School District, I still value my experience with the students and the work I was able to provide to them and their families. My last day will be September 15th, 2023. However, I will not be able to attend in person. If that is a requirement, my last workday will be today, and my resignation is effective immediately.

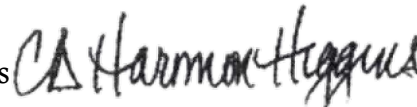
Best,

Najah Hamka Beydoun

DATE: September 12, 2023

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

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



RE: Resignation Notification

Attached please find Ms. Paula Hendricks' letter of resignation, effective August 17, 2023. Ms. Hendricks has been employed with the WISD since September 4, 2012, as a Nurse Substitute.

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

Enclosure

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

Subject: RE: Fall - Resignation - P. Hendricks

From: Paula Hendricks <phendricks@washtenawisd.org>

Sent: Wednesday, August 16, 2023 11:23 AM

To: Cherie Vannatter <cvannatter@washtenawisd.org>; Julie Voelker <jvoelker@washtenawisd.org>; Melissa Paschall <mpaschall@washtenawisd.org>

Subject: Fall

Hello, Cherie, Julie and Melissa,

I would just like to thank you and WISD for the last 38 years I have been an employee of WISD. It has been a pleasure and an honor to work here. My heart will always be with the staff, students, and their parents which makes it very bittersweet to be leaving.

I know you will be very pleased with Gwen; she is a wonderful nurse and great to work with. I have talked to her already about Progress Park and how much I enjoyed working with all of you.

I would also like to offer to work with Gwen. There are so many medications coming in and so many other things to get in place at the beginning of the school year, I would like to offer to work with Gwen to help get things started. Please let me know if this is possible. I would also offer to work as a sub nurse if that was ever needed. Guess I am not totally ready to leave WISD.

Again, thanks to each of you for the opportunity to work with you.


Sincerely,
Paula Hendricks

Get [Outlook for iOS](#)

DATE: September 12, 2023

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

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



RE: Resignation Notification

Attached please find Ms. Elizabeth Kutey's letter of resignation, effective September 7, 2023. Ms. Kutey has been employed with the WISD since January 16, 2019, as a Finance Manager.

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

Enclosure

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

DATE: August 22, 2023

TO: Sherri Papazoglou, Finance Director

FROM: Elizabeth Kutey, Finance Manager

SUBJECT: Resignation

Sherri, as a follow up to our conversations on Friday August 18 and Monday August 21, I am formally submitting my resignation to you, effective at the end of the day on Thursday Sept 7. I have taken a position elsewhere that will offer me significant professional opportunities.

In the coming days, I will keep you informed of what tasks I have completed and what tasks are still outstanding, to facilitate the easiest transition possible.

I very much appreciate your help and support while I worked for you.

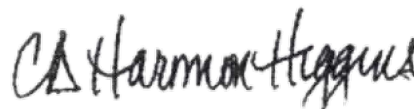
Sincerely,

Elizabeth Kutey

DATE: September 12, 2023

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

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



RE: Resignation Notification

Attached please find Mr. Carlos Sosa's letter of resignation, effective September 4, 2023. Mr. Sosa has been employed with the WISD since August 28, 2018, as a Teacher at Progress Park.

The Administration recommends that the Board accept Mr. Sosa's letter of resignation. We wish him well in his future endeavors.

Enclosure

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

Carlos Sosa

August 19, 2023

Ms. Cassandra Harmon-Higgins
1819 South Wagner Rd. PO Box 1406
Ann Arbor, MI 48106

Dear Ms. Harmon-Higgins,

Please accept this letter of resignation from my position as special education teacher for Progress Park in the Washtenaw Intermediate School District, effective Monday September 4, 2023.

I greatly appreciate the opportunities and growth that the Washtenaw ISD has provided me in my time of employment, as it has led me to the next phase of my career in leadership. I wish you and the rest of the staff at WISD a successful school year and continuation of the district's mission and vision.

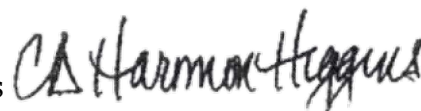
Respectfully,

Carlos Sosa

DATE: September 12, 2023

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

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



RE: Resignation Notification

Attached please find Mr. Jason Towler's letter of resignation, effective September 22, 2023. Mr. Towler has been employed with the WISD since January 28, 2019, as a Teacher Consultant and most recently transferred to a Teacher at Young Adult Red Oak.

The Administration recommends that the Board accept Mr. Towler's letter of resignation. We wish him well in his future endeavors.

Enclosure

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

JASON TOWLER



To Whom it May Concern,

I am writing this letter to formally announce my resignation from WISD, effective September 22nd, 2023. After careful consideration, I have come to the difficult decision to step down from my teaching role.

I want to express my gratitude for the opportunity to be a part of the WISD community. It has been an enriching experience working with my colleagues, students, and their families. I have had the privilege of witnessing growth, learning, and development among the students, and I am proud to have played a role in their life journey.

While I have genuinely enjoyed my time here, recent personal and professional reflections have led me to reevaluate my career path. I believe that it is in the best interest of both myself and the students that I make this decision at this point in time.

I want to extend my heartfelt appreciation to you, the administration, my fellow teachers, and the entire WISD community for the support, camaraderie, and wonderful memories I have gathered during my time here.

Thank you once again for the opportunity to be a part of WISD. I wish the WISD continued success and growth in the years to come.

Sincerely,



Jason Towler

DATE: September 5, 2023

TO: Washtenaw ISD Board of Education and Superintendent Naomi Norman

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

SUBJECT: Contract with Michelle Myers for Community Priority Fund grant

Attached is a contract with Michelle Myers to work as part of the Community Priority Fund grant from Washtenaw County. Our total grant of \$110,945.00, incorporates the philosophy of the Trusted Advisor initiative -using parents to support parents- to collaborate with the Education Project.

Michelle's contract is for \$43,200.00 and extends through December 2024. She will be working to support families who have been referred to the Education Project which includes interviewing families, identifying community resources to support a family's needs, providing a warm hand-off and maintaining a connection for continued support. In addition, Michelle will organize feedback from families to ensure the Education Project and other community service programs are best meeting the needs of families.

Thank you for your ongoing support. Please let me know if you have question.



WASHTENAW INTERMEDIATE SCHOOL DISTRICT CONTRACTED SERVICES AGREEMENT

This agreement is made this 1st day of September 2023 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Michelle Myers, 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 September 1, 2023. Once this contract is implemented, the ending date for providing services shall be December 31, 2024.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Support 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.

Support the WISD's commitment equity, inclusion, and social justice by to addressing the challenges of students who have traditionally been marginalized such as students of color, students with disabilities, and student in poverty,

Carry out the deliverables for Community Priority Fund grant including, but not limited to:

- **Support families referred to the Education Project by conducting intake calls and providing community referrals.**
 - **Build relationships with Education Project families through open communication and by reducing barriers that can impact services.**
 - **Keep information and data regarding family interactions current in the provided database.**
 - **Create a caregiver advisory group with families who are currently or have recently experienced unstable housing in Washtenaw County.**
 - **Attend and participate in scheduled planning and strategy meetings.**
 - **Maintain confidentiality of all information about families in compliance with FERPA, the Federal Educational Rights and Privacy Act.**
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. The Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. The Contractor will be responsible for payment of the fingerprinting service.
 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 **\$43,200** 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 **\$18 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 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.
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.

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 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.

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 _____, 20____

Independent Contractor DATE _____

Department Head DATE _____

Washtenaw Intermediate School District DATE _____

Washtenaw Intermediate School District DATE _____

Washtenaw Intermediate School District DATE _____

TO: Washtenaw ISD Board of Education

FROM: Naomi Norman, Superintendent

DATE: September 5, 2023

RE: Courageous Conversation, LLC Scope of Work for 2023-2024

I am recommending Washtenaw ISD enter into an agreement with Courageous Conversation, LLC to provide facilitation for Beyond Diversity training, District Equity Leadership Team (DELT) sessions, and virtual one-on-one coaching.

The total cost of the scope of work for this year is \$46,420.00 and includes:

- One 2-day session of “Beyond Diversity” with a total capacity of 80 participants
- District Equity Leadership Team (DELT) process with two sessions
- 4 hours of virtual one-on-one coaching

The cost of this contract will be paid from our WISD EISJ special education and general education funds.

I believe that our efforts through *Courageous Conversations About Race* are some of the most important efforts we can do this year. It teaches us how to keep race on the table and provides us with the tools to have conversations about race across race. If we hope to live into our racial equity and social justice goals as an organization, having these conversations and working through some of our long-standing racially oppressive organizational practices is essential.



Dear Naomi,

Courageous Conversation® will provide the following professional development, coaching, and consulting services to Washtenaw Intermediate School District during the **2023-2024** school year for the purpose of developing and accelerating the district's capacity to engage in systemic equity transformation and eliminate racial disparities.

Below you will find the fees for the aforementioned services.

2023-2024 Work Plan	Price	Discount per seminar	Price per seminar (after discount)	QT Y	Subtotal

Component 1: DELT - District Equity Leadership Team (In-Person) <p>DELT programming targets executive-level leaders, led by the superintendent, who engage in significant professional learning, coaching, and support to design and implement district infrastructure for racial equity transformation. DELT examines district policies, practices, programs, structures, climate, and culture to identify barriers to equity and excellence; and leads systemic change efforts that result in high levels of achievement for all students. DELT is the guiding coalition charged with leading and managing the dynamic process of system-wide transformational change. The group is responsible for developing and aligning the District's Systemic Equity Transformation Plan with existing district strategic priorities and board goals, ensuring that all efforts are streamlined for optimal student achievement results.</p> <p>DELT training, coaching, and support is focused on building executive capacity and accountability for leading and implementing district equity transformation and creating the district's Systemic Equity Transformation Plan.</p> <p>Prerequisite: Beyond Diversity</p> <p>Each in-person DELT seminar spans one day (6 instruction hours)</p> <p>Up to 25 participants.</p> <p>Please note: price includes 10% discount per seminar.</p>	\$14,400.00	\$1,440	\$12,960	2	\$25,920.00
Component 2: Virtual 1:1 Coaching <p>\$500 per virtual coaching hour</p>	\$500.00			4	\$2,000.00



Total	\$27,920.00
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Beyond Diversity or Courageous Conversation® the Experience is a prerequisite for ANY further Professional Development in Courageous Conversation. Please make sure to consider this in your scheduling requests.

If your organization requires the use of Purchase Orders, please include the estimate number from this document on the PO and email an electronic copy to Adrienne Edmands: aedmands@courageousconversation.com. For any purchase order or invoicing questions, please call Adrienne @ 415.961.0742.



To be determined upon fully executed contract.

2.4 A list of Fees and expenses (if any) for the Services under this Statement of Work is as follows:

Name	Price	QTY	Subtotal
Beyond Diversity (In-Person) Beyond Diversity, is our compassionate curriculum to build community, launch innovation, and navigate the predictable pitfalls in interracial, multi-cultural conversations about race. Powerful and personally transforming, this two-day seminar helps leaders, employees, and organizations understand the impact of race on their lives, their work, and their overall growth. Interactive and stirring exercises strengthen participants' critical consciousness of race and lead them to investigate the role that racism plays in institutionalizing achievement disparities. Most importantly, it models and teaches a protocol for discussing race in ways that are productive, insightful, and generative. This in-person seminar is facilitated over the course of two consecutive days (6 training hours per day). For up to 80 participants. Tentative Dates (pending fully executed contract): August 7-8, 2023	\$18,500.00	1	\$18,500.00

Total **\$18,500.00**

3. Billing Procedures. Service Provider to send invoice to Melissa Cischke at mcischke@washtenawisd.org. All invoices for Services rendered hereunder shall be submitted by Service Provider to Client in accordance with the following procedures:

If Purchase Orders is required:

- Please send an electronic copy of the Purchase Order to finance@courageousconversation.com
- Service Provider to send invoice to Client with PO number noted on invoice. 50% due upon execution of contract; remaining 50% due as subsequent invoices are sent.
- Client to remit payment by ACH or Check per instructions below.

Paying by Check:

Client preferred method of payment by check. 50% due upon execution of contract; remaining 50% due as subsequent invoices are sent.

TO: Washtenaw ISD Board of Education and Naomi Norman, Superintendent

FROM: Jennifer Banks, Director of Instruction, Melissa Brooks-Yip, Supervisor of Instruction

DATE: September 5, 2023

RE: Contracted Services Agreement for Michigan Model for Health

I am recommending that Washtenaw ISD enter into a contract with Michigan Primary Care Association to provide support for the use of the Michigan Model for Health curriculum in schools throughout Livingston and Washtenaw Counties. This funding will be used to support the Regional School Health Coordinator position that was transferred from Livingston ESA to Washtenaw ISD in the 21-22 school year.

The \$105,000.00 grant has a \$10,000.00 match requirement. The match requirement is being met through the Achievement Initiatives and Instruction budget in support of the School Health Coordinator position. The funding will be used to support the salary of the Regional School Health Coordinator.

In conjunction with this grant, the Regional School Health Coordinator will communicate the availability of the online Michigan Model Health curriculum through a variety of means, provide training on the use of the curriculum, and provide consultation and technical assistance related to this curriculum and other state board of education priorities related to health. They will also support the *Whole School, Whole Community, Whole Child* model in continuous planning with schools in the region.

We are grateful for the continued support through Michigan Department of Health and Human Services and Michigan Primary Care Association for regional school health funding. Danielle Dros, Regional School Health Coordinator, will manage the grant and related services to districts.

GRANT AGREEMENT BETWEEN

MICHIGAN PRIMARY CARE ASSOCIATION

7215 Westshire Drive
Lansing, MI 48917
Fed ID#: 38-2294018
Hereinafter referred to as "MPCA"

And

Washtenaw ISD

1819 S. Wagner Rd
Ann Arbor, MI, 48106-1406

Fed I.D. Number:

Hereinafter referred to as the "Contractor"

For

Adolescent & School Health Program (thru MPCA)

Part 1

1. **Period of Agreement:** This agreement shall commence on October 1, 2023 and continue through September 30, 2024. This agreement is in full force and effect for the period specified.
2. **Program Budget and Agreement Amount**

A. **Agreement Amount**

The total amount of this agreement is \$105000. Michigan Primary Care Association (MPCA) under the terms of this agreement will provide funding not to exceed \$105000. MPCA will provide quarterly payments no later than January 26, April 26, July 26 and October 25, 2024. Deviations in the quarterly payment may occur and are attributed to fluctuations in Health Plan enrollment. All contractors will receive their entire allocation by the end of the State fiscal year. If a signed contract is not returned to MPCA prior to the first quarterly payment, MPCA will issue a payment within two weeks following the receipt of a signed grant agreement and budget approval from the Department. This grant agreement is designated as a sub recipient relationship.

B. **School Health Coordinator**

The contractor agrees to employ a School Health Coordinator at a minimum of .25 FTE (if serving two Health Regions, .5 FTE) or equivalent if subcontracting with another agency/organization. The contractor may use funds from this grant or general fund dollars (local match) or a combination of the two in order to meet this minimum requirement.

C. Equipment Purchases and Title

Any contractor equipment purchases supported in whole or in part through this agreement must be listed in the supporting Equipment Inventory Schedule. Equipment means tangible, non-expendable, personal property having useful life of more than one (1) year and an acquisition cost of \$5,000 shall vest with the Contractor upon acquisition. The Department reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that the Department's proportionate interest in such equipment supports such retention or transfer of title

D. Deviation Allowance

A deviation allowance modifying an established budget category by \$10,000 or 15%, whichever is greater, is permissible without prior written approval of the Department. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this agreement, must be made in writing and executed by all parties to this agreement before the modifications can be implemented. This deviation allowance does not authorize new categories; subcontracts, equipment items or positions not shown in the attached Program Budget Summary and supporting detail schedules.

3. Special Provisions

This agreement is conditionally approved subject to and contingent upon the availability of funds. MPCA will not assume any responsibility or liability for costs incurred by the Contractor prior to the signing of this agreement.

4. Purpose

The purpose of this agreement is to provide funds to local Contractors to enable them to promote comprehensive school health education, with an emphasis on the *Michigan Model for Health™*, through recruitment, training, consultation and collaboration with schools, teachers, and community groups.

This agreement also provides funds to local Contractors to enable them to provide outreach services to Medicaid-eligible children, adolescents and families. The program aims to increase the enrollment of children and adolescents who are eligible for Medicaid coverage, and improve the utilization of Medicaid covered preventive services among this population.

5. Statement of Work

The Contractor agrees to undertake, perform and complete the minimum program and service requirements described in Attachment A, which is part of this agreement through reference, and Attachments D and D2. The Contractor must immediately notify the Department in writing if they are unable to meet any of the requirements outlined in Attachment A (Statement of Work/Work Plan). The Contractor agrees to follow the annual Work Plan that was submitted,

approved by, and on file with the Department for implementation in Fiscal Year 23-24. The Contractor agrees to provide activities in their specified regions. Any significant modifications made to the approved work plan, including staffing changes, must be submitted to the Department for approval within 30 days of the planned modification.

6. Outreach Requirements

The Contractor agrees to undertake, perform and complete Medicaid outreach activities as outlined in MSA 04-13 and described in Attachments A and C, which is part of this agreement through reference.

7. Financial Requirements

The financial requirements shall be followed as described in Part II of this agreement and Attachment B, which is part of this agreement through reference.

8. General Provisions

The Contractor agrees to comply with the General Provisions outlined in Part II, which is part of this agreement through reference.

9. Contractor's Financial Contact for the Agreement:

The person acting for the Contractor on the financial reporting for this agreement is:

_____	_____
Name	Title
_____	_____
Email Address	Telephone No.

10. Special Certification

The individual or officer signing this agreement certifies by his/her signature that he/she is authorized to sign on behalf of the responsible governing board, official, or contractor.

Signature Section:

FOR THE CONTRACTOR:

_____	_____
Name/Position	Title
_____	_____
Signature	Date

FOR MICHIGAN PRIMARY CARE ASSOCIATION:

Name/Position	Title
Signature	Date

**Part II
General Provisions**

I. Responsibilities – Contractor

The contractor in accordance with the general purposes and objectives of this agreement will:

A. Publication Rights

1. Where activities supported by this agreement produce books, films, or other such copyrightable materials issued by the Contractor, the Contractor may copyright such but shall acknowledge that the Department reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials and to authorize others to reproduce and use such materials. This cannot include service recipient information or personal identification data.
2. Any copyrighted materials or modifications bearing acknowledgment of the Michigan Department Health and Human Services' or the Michigan Department of Education's name must be approved by the Department prior to reproduction and use of such materials.
3. The Contractor shall give recognition to the Michigan Department of Health and Human Services and Michigan Department of Education in any and all publications, papers, and presentations arising from the program and service contract herein; the Departments will do likewise.
4. The Contractor must notify the Michigan Department of Health and Human Services and Michigan Department of Education 30 days before applying to register a copyright with the US Copyright Office. The Contractor must submit an annual report for all copyrighted materials developed by the Contractor through activities supported by this agreement and must submit a final invention statement and certification within 90 days of the end of the agreement period.

B. Budget

Send a complete budget using the Adolescent & School Health (thru MPCA) budget forms and submit to the *Michigan Model for Health™*/Adolescent and School Health Unit at the Michigan Department of Health and Human Services.

The Michigan Department of Health and Human Services must approve this budget before MPCA is authorized to reimburse the Contractor. The Program Budget Summary and Program Budget-Cost Detail are included in Attachment B (MDHHS Attachments B1 & B2). **Indirect is not an allowable expense with this funding.** *A minimum \$10,000 local match (\$5,000 cash and \$5,000 soft) on BASE Adolescent & School Health funding is required.* Indirect Costs may contribute toward the required \$10,000 local match, as long as it is clearly designated on the budget pages.

Submit signed grant/contract agreements to:

Kelli Rockwell, Contract and Accounting Specialist
Michigan Primary Care Association
7215 Westshire Drive
Lansing, MI 48917
Krockwell@mpca.net

Submit budgets, and workplans to:

Jessi Shaffer, School Health Education Consultant
Adolescent and School Health Unit
Michigan Department of Health and Human Services
Shafferj3@michigan.gov

C. Program Operation

Provide the necessary administrative, professional, and technical staff for operation of the program.

D. Reporting

Utilize all report forms and reporting formats required by the Department at the effective date of this agreement and provide the Department with timely review and commentary on any new report forms and reporting formats proposed for issuance thereafter.

E. Fiscal Record Maintenance/Retention

Maintain adequate fiscal records and files including source documentation to support all expenditures made under the terms of this agreement, as required. The Contractor must assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than seven (7) years after the close of the fiscal year or until litigation and audit findings have been resolved.

F. Program Record Maintenance/Retention

Maintain adequate program and fiscal records and files including source documentation to support program activities and all expenditures made under the terms of this agreement, as required. The Contractor must assure that all terms of the agreement will be appropriately adhered to and that records and detailed

documentation for the project or program identified in this agreement will be maintained for a period of not less than three (3) years from the date of termination, the date of submission of the final expenditure report, or until litigation and audit findings have been resolved. *Note: this excludes fiscal reports (see section E).*

G. Authorized Access

Permit upon reasonable notification and at reasonable times, access by authorized representatives of MPCA, the Department, Federal Grantor Agency, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, files and documentation related to this agreement, to the extent authorized by applicable state or federal law, rule or regulation.

H. Reporting Requirements

Adhere to all reporting requirements as outlined by the Michigan Department of Health and Human Services in Attachments A, D1 and D2. Adolescent & School Health Programs must report quarterly data reports, which are to be submitted via email and follow minimum reporting elements as outlined in Attachments A, D1 and D2.

I. Software Compliance

The contractor must ensure software compliance and compatibility with the Department's data systems for services provided under this agreement including, but not limited to: stored data, databases, and interfaces for the production of work products and reports. All required data under this agreement shall be provided in an accurate and timely manner without interruption, failure or errors due to the inaccuracy of the Contractor's business operations for processing date/time data.

J. Human Subjects

Submit all research involving human subjects, which is conducted in programs sponsored by the Department, or in programs that receive funding from or through the State of Michigan, to the Department's Institutional Review Board for approval prior to the initiation of the research.

K. Confidentiality

Assure that recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this agreement shall be privileged communication, shall be held confidential, and shall not be divulged without the written consent of either the patient or a person responsible for the patient, except as may be otherwise required by applicable law or regulation. Such information may be disclosed in

summary, statistical, or other form, which does not directly or indirectly identify particular individuals.

Responsibilities of Michigan Primary Care Association

MPCA in accordance with the general purposes and objectives of this agreement will provide the following:

A. Reimbursement

Provide quarterly payments as outlined in 2-A of this agreement and in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Contractor.

B. Report Forms

Provide any financial and reporting forms required by the Medicaid Health Plans or Michigan Departments of Health and Human Services and Education.

Assurances

The following assurances are hereby given to the Department:

A. Compliance with Applicable Laws

The Contractor will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this agreement.

B. Anti-Lobbying Act

The Contractor will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208). Further, the Contractor shall require that the language of this assurance be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

C. Non-Discrimination

In the performance of any contract or purchase order resulting herefrom, the contractor agrees not to discriminate against any employee or applicant for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, sexual orientation, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting herefrom will contain a provision as

herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach thereof may be regarded as a material breach of the contract or purchase order.

D. Health Insurance Portability and Accountability Act

To the extent that this act is pertinent to the services that the Contractor provides under this agreement, the Contractor assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:

1. The Contractor must not share any protected health data and information provided by MPCA, Medicaid Health Plans or the Department that falls within HIPAA requirements except to a subcontractor as appropriate under this agreement.
2. The Contractor must require the subcontractor not to share any protected health data and information from MPCA, Medicaid Health Plans or the Department that falls under HIPAA requirements in the terms and conditions of this subcontract.
3. The Contractor must only use the protected health data and information for the purposes of this agreement.
4. The Contractor must have written policies and procedures addressing the use of protected health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by the Contractor's employees.
5. The contractor must have a policy and procedure to report to MPCA and the Department unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Contractor becomes aware.
6. Failure to comply with any of these contractual requirements may result in the termination of this agreement in accordance with Part II, Section V. Termination.
7. In accordance with HIPAA requirements, the Contractor is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information received by the Contractor from MPCA, the Department, or any other source.

E. Federal Requirement: Pro-Children Act

Assurance is hereby given to the Department that the Contractor will comply with Public Law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Woman, Infants, and Children (WIC) coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor also assures that this language will be included in any sub-awards which contain provisions for children's services.

The Contractor also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the Contractor. If activities or services are delivered in facilities or areas that are not under the control of the Contractor (e.g. a mall, restaurant, or private work site), the activities or services shall be smoke-free.

F. Hatch Political Activity Act and Intergovernmental Personnel Act

The Contractor will comply with the Hatch Political Activity Act, 5 USC 1501-1508, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Law 950454, 42 USC 4728. Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

Financial Requirements

A. Reimbursement Method

The contractor will be reimbursed in accordance with the performance reimbursement method as follows:

A reimbursement method by which contractors are reimbursed based upon the understanding that a certain level of performance (measured by work plan deliverables) must be met in order to receive full reimbursement of costs (net of program income and other earmarked sources) **as long as a minimum \$10,000 match (\$5,000 hard and \$5,000 soft) is met** up to the contracted amount of

base state funding. If performance falls short of the work plan deliverables (refer to Attachment A), the maximum allocation may be reduced based on actual performance measurements. Final reports of Actual Work Plan Deliverables must be received no later than 30 days after the end of the agreement, along with the Financial Status Report (FSR).

B. Financial Status/Expenditure Report

Financial Status Reports (FSRs) or expenditure reports shall be prepared and submitted on a quarterly basis to the School Health Education Consultant.

The first FSR submitted should cover the period **of October 1, 2023 to December 31, 2023**. Quarterly FSRs must reflect total actual program expenditures, regardless of the source of funds. The Financial Status Report (FSR) form is for tracking of expenditures, not for reimbursement of expenses. They shall be prepared and submitted on a quarterly basis. Failure to meet financial reporting responsibilities as identified in this agreement may result in withholding future payments.

Quarterly FSRs must reflect total actual program expenditures of state and local match funds. They are due on the following dates:

- **FSR #1: due Fri, Jan 26, 2024** (for report period Oct 1st-Dec 31st).
- **FSR #2: due Fri, Apr 26, 2024** (for report period Jan 1st-Mar 31st).
- **FSR #3: due Fri, Jul 26, 2024** (for report period Apr 1st-Jun 30th).
- **FSR #4: due Fri, Oct 25, 2024** (for report period Jul 1st-Sep 30th).

The Final FSR is due thirty (30) days following the end of the fiscal year or agreement period. It must be clearly marked "Final". Final FSRs not received by the due date may result in a loss of funding through the potential reduction in subsequent year's agreement amount.

Please submit your FSRs to:

Jessi Shaffer, School Health Education Consultant
Adolescent and School Health Unit
Michigan Department of Health and Human Services
ShafferJ3@michigan.gov

C. Unobligated Funds

Any unobligated balance of funds held by the Contractor at the end of the agreement period will be returned to MPCA or treated in accordance with instructions provided by the Department.

D. Agreement Termination

This agreement may be terminated by either party providing thirty (30) days written notice to the other party stating the reason(s) for termination and effective

date of termination. It may also be terminated with thirty (30) days written notice upon failure of either party to carry out the terms of this agreement.

Final Reporting Upon Termination

Should this agreement be terminated by either party, within thirty (30) days after the termination, the Contractor shall provide MPCA and the Department with all financial, performance and other reports required as a condition of this agreement. MPCA will make payments to the Contractor for allowable reimbursable costs not covered by previous payments or other state or federal programs. The Contractor shall immediately refund to MPCA any funds not authorized for use. Any dispute arising as a result of this agreement shall be resolved in the State of Michigan.

E. Severability

If any provision of this agreement or any provision of any document attached to or incorporated by reference is waived or held to be invalid, such waiver or invalidity shall not affect other provisions of this agreement.

F. Amendments

Any changes to this agreement will be valid only if made in writing and accepted by all parties of this agreement. Any change proposed by the Contractor, which would affect the funding of any project, in whole or in part of the agreement, must be submitted in writing to the Department for approval immediately upon determining the need for such change.

G. Liability

All liability to third parties, loss, or damage as a result of claims, demands, costs or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor in the performance of this agreement shall be the responsibility of the Contractor, and not the responsibility of Michigan Primary Care Association, the Medicaid Health Plans, or the Michigan Department of Health and Human Services.

H. Subrecipient Monitoring

Per Federal guidelines, subrecipient monitoring will be conducted for this grant. This includes financial risk assessments as well as potential onsite fiscal reviews.

MEMORANDUM

DATE: August 30, 2023

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

FROM: D. Scott Heister, MiSTEM Region 2 Director

SUBJECT: Consent for Sub-Recipient Agreements with each of the 16 MiSTEM Regional Fiscal Agents

I am recommending that the Washtenaw ISD Board of Education approve the Sub- Recipient Agreements with each of the 16 MiSTEM Regional Fiscal Agents for up to \$39,750.00 to support the three MiSTEM Science and Engineering Action Area Opportunities as listed below. These funds will be Flow-Through funds from the MiSTEM Advisory Council Grant and does not impact the General Fund.

Each region will utilize these funds to provide STEM education services and support as described in the MiSTEM Science and Engineering Action Area 2023-24 Strategic Plan as approved by the Michigan Department of Education and detailed below:

1. **OPPORTUNITY #1:** The REGION will utilize these funds (**\$14,000**) to support the Science and Engineering Strategic Plan Alignment Outcome 2 (By 2026, the Consortium will increase professional learning and on-going support in Project-, Problem-, and/or Place-Based pedagogy by 15% in every region of the state), Goal 2.1 (Establish and implement a framework to provide innovative 3P professional learning and ongoing supports for all formal and informal educators by September 30, 2024).
2. **OPPORTUNITY #2:** The REGION will utilize these funds (**\$9,625**) to support the Science and Engineering Strategic Plan Alignment Outcome 2 (By 2026, the Consortium will increase professional learning and on-going support in Project-, Problem-, and/or Place-Based pedagogy by 15% in every region of the state), Goal 2.1 (Establish and implement a framework to provide innovative 3P professional learning and ongoing supports for all formal and informal educators by September 30, 2024).
3. **OPPORTUNITY #3:** The REGION will utilize these funds (**\$16,125**) to support the Science and Engineering Strategic Plan Alignment Outcome 3 (By 2026, the Consortium will increase Michigan students' positive STEM identity by 15%), Goal 3.1 (Develop a STEM Youth Advisory Council [YAC] to inform the implementation of diverse opportunities to engage students in increasing STEM identity).

All funds are available to spend through September 30, 2024. A copy of the Subrecipient Agreement and the list of MiSTEM Regions and Fiscal Agents are included in the board packet.

If you have any questions or concerns, please contact Scott Heister.

**STATE AID SEC 99s3 and 99s4
SUBRECIPIENT AGREEMENT**

The Washtenaw Intermediate School District,, an established fiscal of the MiSTEM Network Advisory Council Grant Action Area (hereinafter referred to as AA FISCAL) and **<<Insert Regional Fiscal>>**, an established fiscal of the MiSTEM Region (hereinafter referred to as the REGION) agrees to enter into an agreement in which the AA FISCAL will provide **ADVISORY COUNCIL GRANT** funds to the recipient to enact the work plan provided by the recipient and following the guidelines below.

CONDITIONS

1. The REGION will comply with all Federal, State and local laws, regulations, specific programmatic requirements of the grant including, but not limited to, the Grant Requirements agreed to as part of the Regional Letter of Commitment submitted with the grant application.
2. The REGION will utilize these funds to provide STEM education services and support as described in the Science and Engineering Action Area 2023-24 Strategic Plan as approved by the Michigan Department of Education and detailed below:
 - a. **OPPORTUNITY #1:** The REGION will utilize these funds (**\$14,000**) to support the Science and Engineering Strategic Plan Alignment Outcome 2 (By 2026, the Consortium will increase professional learning and on-going support in Project-, Problem-, and/or Place-Based pedagogy by 15% in every region of the state), Goal 2.1 (Establish and implement a framework to provide innovative 3P professional learning and ongoing supports for all formal and informal educators by September 30, 2024). The REGION agrees to:
 - i. Develop a framework for a Regional Educational Leadership Network,
 - ii. Develop a process to connect educators who are engaging in 3P teaching/learning professional learning to the Educational Leadership Network.
 - iii. Launch Regional Educational Leadership Network developed above by recruiting teachers/educators and hosting a first ELN event/meeting.
 - iv. Work with Action Area Evaluator to report progress and upload data in identified evaluation tool.
 - b. **OPPORTUNITY #2:** The REGION will utilize these funds (**\$9,625**) to support the Science and Engineering Strategic Plan Alignment Outcome 2 (By 2026, the Consortium will increase professional learning and on-going support in Project-, Problem-, and/or Place-Based pedagogy by 15% in every region of the state), Goal 2.1 (Establish and implement a framework to provide innovative 3P professional learning and ongoing supports for all formal and informal educators by September 30, 2024). The REGION agrees to:
 - i. Support connecting Regional educators (teachers/administrators) to 3P teaching/learning opportunities to support Regional needs (example: NGSX, Modeling, Cereal City, MiSTAR, GLSI, Phenomenal Science, Ten80, PLTW, Responsive Teaching Institute, PBLWorks) (this is not meant to be a list of "only" opportunities, however any activity outside of this list MUST be pre-approved by MDE prior to expenditure of funds)
 - ii. Support Stipends, Travel, Registration, Scholarships for Statewide Professional Learning Opportunities (see list above),
 - iii. Connect educators who are engaging in 3P teaching/learning professional learning to the Educational Leadership Network.
 - iv. Work with Action Area Evaluator / upload related data into the Evaluation system.
 - c. **OPPORTUNITY #3:** The REGION will utilize these funds (**\$16,125**) to support the Science and Engineering Strategic Plan Alignment Outcome 3 (By 2026, the Consortium will increase Michigan students' positive STEM identity by 15%), Goal 3.1 (Develop a STEM Youth Advisory Council

[YAC] to inform the implementation of diverse opportunities to engage students in increasing STEM identity). The REGION agrees to:

- i. Develop a YAC Framework specific to meet Regional Needs statement.
- ii. Launch Regional YAC developed above by recruiting teachers/educators, students, community partners and hosting a first YAC event/meeting.
- iii. Work with Action Area Evaluator to report progress and upload data in evaluation tool.

*The YAC can build off of the Chief Science Officer (CSO) Program, FIRST Robotics, FFA or other student-led organization that already exist and would meet the needs of the Region.

3. The REGION must maintain fiscal management records to account for grant expenditures in alignment listed above.
4. The REGION will comply with all monitoring and reporting requirements to the AA FISCAL Director by October 5 of each grant year that may be required by the AA FISCAL, the Center for Education Design, Evaluation, and Research (CEDER) and/or the AA Evaluator, or the Michigan Department of Education related to these funds.
5. AA FISCAL will provide **STATE AID SEC 99s3 and 99s4** funds as indicated by the amounts and funding periods listed below. These funds will be distributed to the REGION upon final execution of this agreement. Any unallowed or recaptured funds for non-compliance shall be returned to the AA FISCAL.
6. The REGION is expected to expend the awarded funds during the term of this Agreement ending September 30, 2024.

The REGION is agreeing to participate in the following opportunities (listed above #2a, 2b, 2c). Please indicate participation by placing an X - the REGION is only agreeing to accept funds as indicated below (choose each opportunity that the REGION is agreeing to participate in):

- ☐ OPPORTUNITY #1 - \$14,000
☐ OPPORTUNITY #2 - \$9,625
☐ OPPORTUNITY #3 - \$16,125

TOTAL AMOUNT OF AWARD AGREEMENT: _____ (add above opportunities - not to exceed \$39,750)

AWARD INFORMATION

STATE AID SEC 99s3 and 99s4

October 1, 2023 – September 30, 2024

Grant Code: 329

Funding Amount: <<Insert amount above by adding all opportunities agreed to - not to exceed \$39,750>>

SIGNATURES

Designated parties of the REGION and WISD have executed this agreement as of September, 1 2023.

REGION Recipient Signature

Title

Date

WISD (Sci/Egr AA Fiscal) Signature

Title

Date

Region	Agreement Received	Region Contact Name	Region Contact Information	Regional Fiscal Agent	Opportunity #1 3P Learning	Opportunity #2 Educator Leadership Network	Opportunity #3 Youth Advisory Council
1	<input type="checkbox"/>	Diane Owen-Rogers	diane.owenrogers@kresa.org	KRESA	up to \$14000	up to \$9625	up to \$16125
2	<input checked="" type="checkbox"/>	D. Scott Heister	sheister@washtenawisd.org	WISD	up to \$14001	up to \$9626	up to \$16126
3	<input checked="" type="checkbox"/>	Greg Johnson	johnsog@resa.net	Wayne-RESA	up to \$14002	up to \$9627	up to \$16127
4	<input type="checkbox"/>	Mark Muzzin	mmuzzin@misd.net	Macomb ISD	up to \$14003	up to \$9628	up to \$16128
5	<input type="checkbox"/>	Kim Kocsis	kimberly.kocsis@oakland.k12.mi.us	Oakland Schools	up to \$14004	up to \$9629	up to \$16129
6	<input type="checkbox"/>	Sarah Keenan-Lechel	skeenanlechel@geneseeisd.org	Genesee ISD	up to \$14005	up to \$9630	up to \$16130
7	<input checked="" type="checkbox"/>	Lory Thayer	thayer@sresd.org	Shiawassee RESD	up to \$14006	up to \$9631	up to \$16131
8	<input type="checkbox"/>	Ginger Rohwer	Ginger.Rohwer@gvsu.edu	GVSU	up to \$14007	up to \$9632	up to \$16132
9	<input checked="" type="checkbox"/>	Brian Dotson	briandotson@wsesd.org	West Shore ESD.	up to \$14008	up to \$9633	up to \$16133
10	<input checked="" type="checkbox"/>	Betsy Diegel	bldiegel@svsu.edu	SVSU	up to \$14009	up to \$9634	up to \$16134
11	<input checked="" type="checkbox"/>	Kristen Zagorski	kzagorski@huronisd.org	Huron ISD	up to \$14010	up to \$9635	up to \$16135
12	<input checked="" type="checkbox"/>	Laura Percival	percival@copesp.org	Cheboygan-Otsego-Presque Isle ESD	up to \$14011	up to \$9636	up to \$16136
13	<input type="checkbox"/>	Drea Weiner	aweiner@nonrthwested.org	Northwest ESD	up to \$14012	up to \$9637	up to \$16137
14	<input checked="" type="checkbox"/>	Kevin St. Onge	kevins@eupschools.org	Eastern UP ISD	up to \$14013	up to \$9638	up to \$16138
15	<input checked="" type="checkbox"/>	Chris Standerford	cstander@nmu.edu	Northern Michigan University	up to \$14014	up to \$9639	up to \$16139
16	<input checked="" type="checkbox"/>	Emily Geiger	egeiger@copperisd.org	Copper County ISD	up to \$14015	up to \$9640	up to \$16140



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SCHOOL LAW NOTES

AUGUST 31, 2023

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LISA L. SWEM	IAN F. KOFFLER
JEFFREY J. SOLES	FREDRIC G. HEIDEMANN
ROY H. HENLEY	RYAN J. NICHOLSON
MICHAEL D. GRESENS	CRISTINA T. PATZELT
CHRISTOPHER J. IAMARINO	PHILIP G. CLARK
RAYMOND M. DAVIS	PIOTR M. MATUSIAK
MICHELE R. EADDY	JESSICA E. MCNAMARA
KIRK C. HERALD	RYAN J. MURRAY
MATTHEW F. HISER	ERIN H. WALZ
ROBERT A. DIETZEL	MACKENZIE D. FLYNN
KATHERINE WOLF BROADDUS	KATHRYN R. CHURCH
DANIEL R. MARTIN	MARYJO D. BANASIK
JENNIFER K. STARLIN	CATHLEEN M. DOOLEY
TIMOTHY T. GARDNER, JR.	AUSTIN M. DELANO
GORDON W. VAN WIEREN, JR. (OF COUNSEL)	

New Disciplinary Protections for Sexual Assault Reporters

Governor Whitmer recently signed into law Public Act 51 of 2023, which limits school officials' authority to discipline a student who reports or is reported to have been sexually assaulted. The legislative intent of PA 51 is to increase reporting of sexual assault by limiting consequences to victims for conduct related to the reported sexual assault. For example, if a student reports sexual assault to school administrators and that student was in a prohibited location on campus when the assault occurred, school officials should avoid issuing a lengthy suspension for being in the prohibited location. This law, found at RSC Section 1310e, takes effect September 26, 2023.

New RSC Section 1310e prohibits a school from expelling or suspending a student for more than 10 days for action the student took "immediately preceding, immediately following, or that could be reasonably tied to an incident" in which the student reports being sexually assaulted or in which a school official, staff member, or other individual witnesses and reports a sexual assault on the student or receives and reports credible evidence that the student has been sexually assaulted." Notably, this prohibition does not apply if:

- (1) the student is convicted of, pleads guilty to or responsible for, or is adjudicated responsible for aggravated assault, felonious assault, assault with intent to commit murder, assault with intent for great bodily harm, assault with intent to maim, attempted murder, homicide, or manslaughter;
- (2) the student commits a mandatory permanent expulsion offense;
- (3) a Title IX investigation establishes by clear and convincing evidence that the student's reported sexual assault is conclusively false; or
- (4) the school considered the sexual assault report and the Section 1310d seven factors and determined that discipline over ten school days is justified.

This new law will require school administrators to be cautious when disciplining a student who is the alleged victim of sexual assault. When 1310e takes effect, if a student engages in misconduct and reports being a sexual assault victim, school officials must determine whether the student's misconduct occurred immediately before, immediately after, or could be reasonably tied to the sexual assault. If so, school officials should be mindful of Section 1310e before disciplining that student.

If a student reports a sexual assault, school administrators should immediately refer the report to the Title IX coordinator so that Title IX grievance procedures can be initiated. Notably, a finding under the Title IX grievance process that the alleged harasser is not responsible for sexual assault does not justify imposing discipline against a complaining student. Rather, school officials may only

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impose discipline if the school establishes by clear and convincing evidence that the student's report of sexual assault was "conclusively false." The clear and convincing standard is more than a preponderance of the evidence, but less than beyond a reasonable doubt. To meet the clear and convincing standard, the administrator considering discipline should ask: "does the evidence indicate that it is highly probable that the report was false?"

If a student reports sexual assault during the discipline process for other misconduct, contact a Thrun Title IX attorney to avoid legal missteps.

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Section 504: Reminders for the New School Year

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination against students with disabilities solely because of their disability. Section 504 defines a "student with a disability" as a student who has a physical or mental impairment that substantially limits one or more major life activity, has a record of such an impairment, or is regarded as having such an impairment. Section 504 requires that school officials provide students with disabilities a free appropriate public education, which must be tailored to each student's unique needs. Like the Individuals with Disabilities Education Act, Section 504 includes procedural safeguards that school officials must meet.

The beginning of a new school year is a great time to review the school's Section 504 policies and procedures to ensure they are up to date. It is also prudent to remind faculty and staff that they must adhere to those policies and procedures. The 504 coordinator or case managers at each school should ensure that every student who is eligible for a 504 plan has a current plan that has been delivered to each of the student's teachers before school starts. Teachers should be required to read it and ask questions if needed. It is important to remind general education teachers that they are the school officials most likely to identify that a student may have a disability and, therefore, they should communicate with the 504 coordinator if there are concerns about a student's behavior, learning, or attendance.

If a parent or guardian accuses the school of failing to implement a student's 504 plan, school officials will need to demonstrate that: (1) the school has legally compliant Section 504 policies and procedures; (2) all staff responsible for plan implementation received the plan and had an opportunity to ask questions about it; and (3) staff kept records demonstrating that the student received the aids and services identified in the plan. If possible, send the 504 plan to staff members who work with the student via email with the read

receipt function enabled and remember to send it to any new staff working with the student throughout the school year. A 504 plan should only be shared with staff members who need to know the student's accommodations.

Section 504 is enforced by the U.S. Department of Education's Office for Civil Rights (OCR) and the courts. Section 504 violations can be addressed locally through the school's grievance procedures, including hearings, by filing a lawsuit, or through OCR. Section 504 complaints and hearing requests are occurring with increasing regularity and, as school officials are aware, complaints and hearings divert precious time and resources away from other job responsibilities. Such hearings can also be very contentious and contribute to the breakdown of the parent/school relationship. Proactively developing and implementing appropriate Section 504 procedures may reduce the risk of an OCR complaint.

Thrun Policy Service subscribers will find Section 504 addressed in Policy 5603. If you have questions about whether your school's 504 policies and procedures are legally compliant, please contact a Thrun student issues attorney.

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Labor Law Changes: The Meltdown of PERA Section 15b (Public Act 54 of 2011)

This article is the second in a series analyzing recent labor law changes. This month's topic examines the repeal of Public Employment Relations Act (PERA) Section 15b, MCL 423.215b, widely referred to as PA 54. Since June 8, 2011, PA 54 has prohibited public employers from automatically increasing wages and benefits, including step, lane, and longevity increases, during the time between the expiration of a collective bargaining agreement (CBA) and the ratification of its successor. PA 54 also prohibited *retroactive* increases to wages or benefits.

During its 2023 session, the Michigan Legislature passed, and the Governor signed, [House Bill 4044](#) repealing PA 54 with an anticipated effective date in March 2024 (91 days after the current legislative session adjourns). The repeal of PA 54 will reestablish Michigan labor law as it existed before June 8, 2011, when wage and benefit increases continued past a CBA's expiration.

Michigan Caselaw

Before PA 54's enactment in 2011, Michigan caselaw established that the terms of mandatory bargaining subjects in an expired contract had to continue until there was an impasse or a new agreement was reached. Whether an impasse has been reached is fact specific but, in general, it occurs when,

despite both parties' best efforts to reach agreement, each is unwilling to move from its position. Wages and benefits were mandatory bargaining subjects and, therefore, bargained wage increases though steps, lanes, and longevity continued to be in effect after the expiration of a CBA.

In a 1984 Michigan Court of Appeals decision, a city unilaterally decided that it would not pay Cost of Living Adjustments (COLA) during negotiations. The union filed an unfair labor practice charge alleging that the city failed to meet its duty to bargain. The court upheld MERC's finding that the city engaged in an unfair labor practice. The court held that because the COLA provision was a mandatory bargaining subject and was in the CBA, it could not be changed unilaterally absent an impasse.

In a 1988 decision, a union brought an unfair labor practice charge against a county because it unilaterally changed the COLA formula after the CBA had expired. Instead of using the Consumer Price Index (CPI) that was in effect at the end of each quarter when payments were due, the county based payments on the CPI that existed at the time the CBA expired. The court found that when a cost of living provision establishes a practice or policy of making regular cost of living adjustments to wages, this provision survives the CBA's expiration date under PERA.

The county argued that the union had waived its rights to bargain over COLA payments after the contract expired. The court, however, reasoned that because there was not a "clear and unmistakable" waiver, the union had a continuing right to bargain COLA. The court's example of clear and unmistakable waiver language was: "Upon expiration of the agreement, COLA payments will no longer be made and shall not be considered mandatory subjects of bargaining."

Upon PA 54's repeal, school officials will be required to honor terms in the CBA regarding wages and benefits even after the agreement expires, *unless* the parties reach an impasse or the CBA contains a clear and unmistakable waiver of this obligation.

Employer Considerations

School officials should consider the impact that PA 54's repeal will have on the school's collective bargaining strategies and obligations under PERA.

School officials must grant automatic steps and lanes beyond the CBA's expiration date unless express language negotiated by the parties prevents automatic increases or until the parties reach an impasse. Members of the school's collective bargaining team should remember that any waiver of the duty to bargain a mandatory bargaining subject, such as continuing increases to wages and benefits, must be *clear and*

unmistakable. School officials will otherwise be under a duty to bargain such issues.

When preparing for future negotiations, school officials should anticipate the continued cost of wage and benefit terms beyond a CBA's expiration and should take into account these increased costs when developing financial proposals for a successor agreement.

Expect the unions to request retroactive pay increases beyond CBA expiration. Because PA 54's repeal results in loss of table leverage in the school's favor, school officials must consider other strategies to motivate a deal.

Please contact a Thrun labor attorney if you have questions regarding the repeal of PA 54 or the effect it may have on your collective bargaining agreement.

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Which Teachers Need an IDP and Why?

School administrators should be familiar with the requirements for teacher evaluations under RSC Section 1249. Individualized development plans (IDPs) play a vital role in evaluating probationary teachers and certain tenured teachers.

The Teachers' Tenure Act requires that all probationary teachers receive an IDP developed by an "appropriate" administrator in consultation with the teacher. RSC Section 1249 also mandates that schools develop IDPs for all teachers in their first year of probation and for any teacher (tenured or probationary) who received a "minimally effective" or "ineffective" rating on the most recent performance evaluation. Even "effective" or "highly effective" teachers may have an IDP to address performance deficiencies identified during an observation or to otherwise improve performance.

Though the law does not provide a particular form or method to develop an IDP, RSC Section 1249 requires that a school post on its website a description of the process used to develop improvement plans. The process must give the teacher a meaningful opportunity to provide input on the IDP's development. However, because the school has final discretion over the IDP's contents, the teacher's input need not be incorporated into the IDP.

An IDP must include specific performance goals that assist the teacher to improve effectiveness and must identify training that will help the teacher meet those goals. A manageable IDP typically contains three to five goals, corresponding steps or requirements to meet those goals, and a description of the teacher's and administrator's responsibilities. The IDP must

designate a specific period of time for goals to be met, which cannot exceed 180 days.

An administrator should document in writing each teacher's progress toward meeting their IDP goals throughout the school year. Additionally, teachers in their first year of the probationary period or those who received a minimally effective or ineffective rating on their most recent annual evaluation must have a midyear progress report that aligns with the IDP. The IDP does not, however, relieve the school of its obligation to conduct year-end performance evaluations.

Administrators should obtain the teacher's signature on the IDP to demonstrate that it was developed in consultation with the teacher. If the teacher refuses to sign the IDP, we recommend that the administrator sign and date the document and write "refused to sign" on the teacher's signature line. A teacher may be disciplined for insubordination for refusing to sign the IDP after being directed to do so by an administrator. A teacher should receive a copy of their IDP, and a copy should be placed in the teacher's personnel file.

At the end of each school year, or at least by September of the next school year, administrators should meet with each probationary teacher and with each teacher who received a minimally effective or ineffective rating on the most recent performance evaluation (including tenured teachers) to develop an IDP.

When a teacher is placed on an IDP, the IDP becomes relevant to many other parts of the performance evaluation system, including the midyear progress report, professional development, coaching, and observations. The year-end evaluation for any teacher or administrator who has an IDP should clearly indicate whether IDP goals were met.

Thrun Law Firm is offering a webinar entitled "Teacher IDPs and the Evaluation Process" on Wednesday, November 15, 2023 for school officials who are interested in learning more about this topic. See the attached order form for further details.

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Teacher and Administrator Certification Reminder

To avoid potential state aid penalties, school officials must ensure at the beginning of the year that their teachers and administrators hold proper certificates. RSC Section 1233 prohibits schools from allowing a person without a valid teaching certificate to teach a grade or department of a school. A school that allows a noncertificated person to teach is subject to a state aid penalty equal to 50% of the teacher's salary

during the period the teacher was not certificated, as well as a state aid deduction equal to the FTE foundation allowance provided for the students taught by the teacher during that period.

For administrators, RSC Section 1246 prohibits school officials from employing someone who lacks a valid administrator certificate in any of the following positions: superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs. Although the law does not define "whose primary responsibility is administering instructional programs," MDE issued a [memo](#) opining that a person has such a responsibility if the person has "final or executive decision-making responsibility" in at least one of the following areas:

- curriculum;
- oversight of school improvement plan design or implementation;
- oversight of instructional policies;
- executive-level reporting on academic progress to a governing authority; or
- supervision and evaluation of direct reports responsible for instruction.

A school that employs an administrator without proper certification is subject to a state aid penalty equal to 50% of the administrator's salary during the period he or she was not certificated.

If MDE notifies a school that it is employing a noncertificated teacher or administrator, the school has 10 business days after notice to discontinue that person's employment or MDE will impose an increased penalty of 100% of the person's salary for a period that extends beyond these 10 business days. A school official who continues the employment of a noncertificated teacher or administrator could also be charged with a misdemeanor punishable by a fine of \$1,500 for each incident.

Under SSAA Section 163(4), the State Superintendent may waive a salary-based state aid penalty by determining that the school could not obtain a substitute permit due to "unusual and extenuating circumstances resulting from conditions not within the control of school authorities." Under the SSAA, such extenuating circumstances include:

- a natural disaster;
- death or serious illness of the individual or another employee;
- an emergency school closure;
- fraud or other intentional wrongdoing of the individual or another employee; and
- an emergency health condition.

To avoid incurring these state aid penalties, school officials should regularly review all teacher and administrator certifications to ensure they are valid.

Certifications can be verified using MDE's [Michigan Online Educator Certification System](#).

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Don't Take OMB Guidance for Grant-ed: Federal Award Policy Now Available

The Uniform Grant Guidance (Guidance), issued through the federal Office of Management and Budget (OMB), establishes uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities (e.g., schools). Given the waves of ESSER funding over the last few years, school officials have likely become familiar with federal procurement requirements. For Thrun Policy Service subscribers, federal procurement is governed by Policy 3301A.

In addition to purchasing requirements, the Guidance requires schools receiving federal funds to maintain a financial management system that includes:

- identification of all federal awards received;
- disclosure of the financial results of the award or program;
- records identifying the source and application of funds;
- control over and accountability for all funds, property, and other assets;
- a comparison of expenditures for each federal award;
- written procedures regarding federal payments; and
- written procedures for determining the allowability of costs.

Thrun Policy 3201 addresses those subjects by incorporating the [Michigan Public School Accounting Manual \(Bulletin 1022\)](#), which mandates compliance with applicable federal and state requirements. Additionally, the written procedures obligation does not expressly require board policies and arguably may be satisfied by having internal written controls. However, we are aware that an MDE auditor recently required a school to provide additional board policies related to cash management and allowable costs for its Great Start Readiness Program.

We continue to believe that Thrun Policy Service subscribers are not required to adopt additional policies to comply with the federal award requirements. Nevertheless, we recently prepared optional Policy 3201.1, which can be adopted as a supplement to Policy 3201. Policy 3201.1 details the Guidance's requirements for federal payments and cost allowability and mandates compliance with the Guidance and the terms and conditions of applicable grants. Policy 3201.1 may be beneficial to schools that

have received similar requests from auditors or who desire to have a more detailed policy.

For information about obtaining Policy 3201.1, email policy@thrunlaw.com.

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2024 Election Dates and Deadlines

A school may place millage and bond propositions on the ballot for the three regular election dates each year (four in a presidential election year, such as 2024), as well as certain petition initiative election dates. Under current law, the 2024 regular election dates available for voting millage or bond proposals are as follows:

February 27*
May 7
August 6
November 5

*Governor Whitmer recently signed into law Public Act 2 of 2023, which amends Michigan Election Law Section 613a by rescheduling the statewide presidential primary election to the fourth Tuesday in February (e.g., February 27, 2024) instead of the second Tuesday in March (e.g., March 12, 2024). However, because PA 2 is not effective until 91 days after the 2023 Legislature's final adjournment, it may not take effect in time for the upcoming primary election. If PA 2 does not become effective in time for a February 27, 2024 election, the 2024 presidential primary will be held March 12, 2024. We will inform our clients once that election date is determined.

A certified copy of the school board resolution approving ballot language for millage or bond propositions must be filed with the school's election coordinator (typically, the county clerk) at least 12 weeks before the chosen election date (e.g., for the February 27, 2024 election date, the filing deadline is 4:00 p.m. on Tuesday, December 5, 2023). If your school is considering a millage or bond proposition for the 2024 presidential primary election, please contact the attorney who assists you with election matters as soon as possible. Importantly, if your school would like to place a question on the ballot on the 2024 presidential primary election date, our office has prepared specialty documents that contemplate the alternative dates and ensure that schools will meet the applicable legal deadlines for either.

A school district's registered electors may circulate petitions to place a millage or bond proposition on the ballot on a date other than the regular election dates listed above. Petitions bearing a sufficient number of signatures must be filed at least 12 weeks before the applicable election date. For 2024, the available

petition initiative “floater” election dates are the following Tuesdays:

January 2, 9, 16, 23, 30*
February 6*
June 18, 25
July 2
September 17, 24
October 1
December 17, 24, 31

*If PA 2 becomes effective in time to make February 27, 2024 the presidential primary election date, these two petition initiative election dates will not be available.

The 2024 regular and “floater” election dates may be used to seek voter approval for any of the following:

- millage renewal;
- restoration/override of Headlee reduction to existing millage;
- new millage, such as sinking fund, recreational, special education, vocational education, or regional enhancement; or
- bonds.

For a new bond issue that a school would like qualified under the School Bond Qualification and Loan Program, school officials should contact their bond attorney at least six months before the selected election date to schedule a preliminary qualification (PQ) meeting with the Department of Treasury. For the 2024 presidential primary election and the May 2024 election, Treasury’s availability for PQ meetings is filling up fast. We recommend that school officials plan accordingly and schedule these PQ meetings as soon as possible.

If you have questions about voted bonds or millages, please contact the Thrun attorney who assists your school with election matters.

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October 4 Is Fall Count Day

The State School Aid Act requires two student count days each school year to calculate student membership. The count days for the 2023-2024 school year are the first Wednesday in October (October 4, 2023), and the second Wednesday in February (February 14, 2024). The October 4 count day is approaching quickly, and 90% of a school’s per-student state aid will be based on that day’s membership count.

MDE has not yet issued the 2023-2024 Student Accounting Manual (PAM), but the 2022-2023 PAM requires school officials to ensure that:

- each student is enrolled on or before the count day;

- student schedules on count day and attendance records match;
- attendance records identify the teacher, class, hour, and dates of instruction;
- attendance records, including computer-generated records, are signed by the teacher of record;
- computer-generated records are verified, signed, and dated weekly by the teacher of record;
- attendance records, whether electronic or handwritten, are easily readable;
- a school maintains *one* official attendance record;
- attendance marks and excused/unexcused absences comply with school policy; and
- each instructor is appropriately placed under a valid teaching certificate, substitute permit, or other authorization issued by MDE.

A student who is absent on count day may still be counted if the student:

- has an excused absence and attends within 30 calendar days after count day;
- has an unexcused absence and attends within 10 school days after count day; or
- is suspended or expelled and attends within 45 calendar days after count day.

A school must demonstrate that it has satisfied *all* legal requirements to be eligible for state aid reimbursement. Failure to follow student accounting rules and requirements may prompt MDE to reduce a school’s full-time equivalent student count, resulting in a corresponding reduction in state aid.

Each year, several schools face potential state aid reductions for failing to comply with the PAM. Those situations often involve simple errors that could have been easily avoided, such as students not being instructed by a certificated teacher (or by a person with a substitute permit or other MDE authorization) or a teacher of record neglecting to sign attendance records. Other common mistakes include:

- counting students who do not meet RSC Section 1147 age requirements (e.g., at least five years old by September 1 of the school year of enrollment);
- allowing shared-time students to take classes that are not available to all students, not taught by a certificated teacher, or are “core classes” as interpreted by MDE; and
- failing to properly document student attendance.

Please contact a Thrun attorney if you have any student accounting questions.

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Reminder: School Safety Drill Requirements

Michigan's Fire Prevention Code requires each district, intermediate school district, and public school academy operating any of grades K-12 to conduct fire, tornado, and lockdown drills.

2023-2024 Requirements

During the 2023-2024 school year, a school must conduct, at a minimum, the following number of drills:

- Five fire drills, with at least three held by December 1, and the other two held during the remainder of the school year with a reasonable interval between the drills.
- Two tornado drills, with at least one held in March.
- Three lockdown drills, with at least one held by December 1, and at least one after January 1.

One of the drills listed above (fire, tornado, or lockdown) must take place "during either lunch or recess period, or at another time when a significant number of the students are gathered but not in a classroom." By **September 15**, the school's chief administrator (e.g., the superintendent) must provide a list of the scheduled drill days to the county emergency management coordinator.

Lockdown Drills

During a lockdown drill, students and staff are restricted to the interior of the school building. The drill must include security measures that are appropriate to "an emergency," such as the release of a hazardous material or the presence of a potentially dangerous individual in or near the school building. The school board must seek input from school administration and local public safety officials on the nature of the drills. State and local police may, but are not required to, participate.

Rescheduling Drills

The Fire Prevention Code allows a school's chief administrator to reschedule a safety drill due to conditions not within the control of school authorities (e.g., severe storms, fires, epidemics, utility power unavailability, water or sewer failure, or health conditions as defined by public health authorities). A canceled safety drill must be rescheduled within 10 school days after the original date, and the school's chief administrator must notify the county emergency management coordinator of the rescheduled date.

Posting

Within 30 days after conducting a safety drill, school officials must post documentation on the school's website that the drill occurred. Documentation must include the:

- school's name,
- school year,
- drill date, time, and type,
- number of completed drills to date for that drill type,
- school principal's or designee's signature acknowledging the drill; and
- name of the person who conducted the drill, if not the school principal.

The school's website must display this information for at least three years.

Failing to conduct the required safety drills violates the Fire Prevention Code and is a misdemeanor. The school's chief administrator should be mindful of the upcoming September 15 scheduling deadline and contact the county emergency management coordinator about recommended practices.

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Constitution and Citizenship Day

September 17 is federal Constitution Day and Citizenship Day, commemorating the signing of the U.S. Constitution. Educational institutions that receive federal funds are required to hold an educational program about the U.S. Constitution for their students on that date. Because September 17, 2023 falls on a Sunday, programs should be held during the previous or following week.

A variety of resources are available online, including from the [National Archives](#) and the [Smithsonian Museum of American History](#). School officials also may contact their county bar association to ask if local attorneys are available to present on those topics.

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Register for Upcoming Labor & Employment Webinars

Thrun Law Firm is offering a series of four webinars focused on important labor and employment law topics that school officials frequently encounter and where missteps may result in legal liability. These trainings are for K-12 and central office administrators who are new to the job as well as those veterans who just want/need a refresher. The following dates and topics will be offered:

- Wednesday, November 8 - Collective Bargaining: How to Say No
- Wednesday, November 15 - Teacher IDPs and the Evaluation Process
- Wednesday, December 6 - Managing the Grievance Process

- Wednesday, December 13 - Maneuvering through FMLA, PMLA, & ADA

Join Thrun Law Firm as we cover important labor and employment topics and discuss common traps and pitfalls. Further details including cost and time are included on the attached order form. We hope to see you there!

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Policy Corner

In August 2023, the Thrun Policy Service released an update to Board Policy 5707 (School Wellness Policy).

This update adds a new subsection I.2 to eliminate “lunch shaming.” This update is required for schools to receive funds for student meal debt forgiveness as provided by new Section 31k of the State School Aid Act. Subsection 31k(7) requires eligible school districts to “adopt policies to prevent public identification or stigmatization of students who cannot pay for a school meal.” Policy 5707 revisions satisfy the requirements of Subsection 31k(7).

Schools that have purchased the Thrun Board Policy Manual and subscribe to annual updates should visit www.thrunlaw.com/policy-updates to download the newly-updated policy at no charge. Updated policies require approval by the school board for adoption. Please contact policy@thrunlaw.com with any questions about this policy update or the policy update process.

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Date	Organization	Attorney(s)	Topic
September 12, 2023	Thrun Law Firm, P.C.	Michele R. Eaddy Jennifer K. Starlin	Special Education Discipline Webinar
September 12, 2023	MSBO Introduction to School Business Conference	Michael D. Gresens Christopher J. Iamarino	School Law
September 13, 2023	Thrun Law Firm, P.C.	Michele R. Eaddy Cristina T. Patzelt	Comprehensive Title IX Sexual Harassment Training Webinar
September 14, 2023	Thrun Law Firm, P.C.	Robert A. Dietzel Jennifer K. Starlin	Student Discipline Webinar
September 15, 2023	Gogebic-Ontonagon ISD	Cristina T. Patzelt	Legal Issues Surrounding Transgender Staff and Students Webinar
September 19, 2023	Ottawa Area ISD	Robert A. Dietzel	Transition Services
September 19, 2023	MASPA Essentials of K-12 Human Resources Conference	Raymond M. Davis	Bargaining Basics
September 19, 2023	MASPA Essentials of K-12 Human Resources Conference	Katherine Broaddus	Understanding Section 1249 (Teacher and Administrator Evaluations)
September 20, 2023	Michigan Association of Intermediate Personnel Officers	Lisa L. Swem	PERA Amendments and Bargaining
September 21, 2023	MASA Fall Conference	Ian F. Koffler	Shining the Light on Solar Projects and Energy Improvement Projects
September 21, 2023	MASA Fall Conference	Jennifer K. Starlin Cristina T. Patzelt	Legal Issues Surrounding Transgender Staff and Students
September 21, 2023	MASA Fall Conference	Katherine Broaddus	New Legislation in Labor and Employment Law
October 5 & 6, 2023	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Thrun Board Policy Implementation 2-Part Webinar
October 5, 2023	MNA 2023 Fall Conference	Lisa L. Swem	The Bargaining Landscape – What Has Changed? What Hasn't?

Date	Organization	Attorney(s)	Topic
October 5, 2023	MNA 2023 Fall Conference	Katherine Broaddus	Bargaining Requirements, Mandatory, Permissive and Prohibited Subjects
October 5, 2023	MNA 2023 Fall Conference	Raymond M. Davis	Handling the Most Challenging Mandatory Subjects of Bargaining
October 6, 2023	MNA 2023 Fall Conference	Robert A. Dietzel	Legal Update
October 13, 2023	Gogebic-Ontonagon ISD	Timothy T. Gardner, Jr.	Collective Bargaining Law Webinar
October 13, 2023	Marquette, Upper Peninsula School Business Officials	Roy H. Henley	Labor and Employment Law Update
October 24, 2023	Thrun Law Firm, P.C.	Michele R. Eaddy Jennifer K. Starlin	Section 504 Webinar
November 8, 2023	Thrun Law Firm, P.C.	Raymond M. Davis Ryan J. Murray Austin M. DeLano	Collective Bargaining: How to Say "No" Webinar
November 10, 2023	MASB	Raymond M. Davis MaryJo D. Banasik	Board of Education's Role in Labor Negotiations
November 15, 2023	Thrun Law Firm, P.C.	Katherine Broaddus Kathryn R. Church	Teacher IDPs and Evaluation Process Webinar
December 6, 2023	MASPA 50 th Annual Winter Conference	Lisa L. Swem	Employee First Amendment Speech Rights
December 6, 2023	Thrun Law Firm, P.C.	Timothy T. Gardner, Jr. MaryJo D. Banasik	Managing the Grievance Process Webinar
December 7, 2023	MASPA 50 th Annual Winter Conference	Jennifer K. Starlin	Title IX
December 7 & 8, 2023	Thrun Law Firm, P.C.	Thrun Law Firm, P.C. Attorneys	Thrun Board Policy Implementation 2-Part Webinar
December 13, 2023	Thrun Law Firm, P.C.	Daniel R. Martin Cathleen M. Dooley	Maneuvering through FMLA, PMLA, & ADA
February 9, 2024	Gogebic-Ontonagon ISD	Roy H. Henley	Teacher and Administrator Non-Renewal Process Webinar