



Regular Meeting

May 8, 2023

Electronic Packet

LINCOLN CONSOLIDATED SCHOOLS
Ypsilanti, Michigan
BOARD OF EDUCATION MEETING
May 8, 2023
6:00 p.m.
Boardroom-Lincoln High School

CONSENT AGENDA

- 1.0 CALL TO ORDER**
- 2.0 SWEARING IN NEWLY APPOINTED BOARD MEMBER**
- 3.0 ROLL CALL**
- 4.0 ESTABLISHMENT OF QUORUM**
- 5.0 PLEDGE TO FLAG**
- 6.0 BOARD PRESENTATIONS**
 - 6.1 Employee of the Month
 - 6.2 Regional Teacher of the Year
 - 6.3 SEAB Committee Presentation
 - 6.4 HBCU Trip Presentation
 - 6.5 Childs Presentation
- 7.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE**
 - 7.1 Superintendent's Report
- 8.0 BOARD REPORTS/CORRESPONDENCE**
 - 8.1 Board Executive Committee
 - 8.2 Board Performance Committee Report
 - 8.3 Board Planning Committee Report
 - 8.4 Board Finance Committee Report
 - 8.5 Board Reports
- 9.0 PUBLIC COMMENT**
 - 9.1 Response to Prior Public Comment
 - 9.2 Public Comment
- 10.0 CONSENT AGENDA**
 - 10.1 Minutes of Previous Meeting 2

- 10.1.1 Regular Meeting April 24, 2023
- 10.1.2 Closed Session April 24, 2023

- 10.2 Student Trip
 - 10.2.1 Middle School Band-Cedar Point
 - 10.2.2 Middle School Choir-Cedar Point

- 10.3 Personnel Transactions

11.0 NEW BUSINESS

- 11.1 Athletic Training Services Contract
- 11.2 Food Service Equipment and Renovation
- 11.3 Professional Development Restorative Practice

12.0 OLD BUSINESS

- 12.1 WISD 2023-2024 Budget Resolution
- 12.2 My Future Fund Resolution
- 12.3 Social Media Litigation Resolution

13.0 ADJOURNMENT

What is a consent agenda?

A consent agenda groups the routine, procedural, informational, and self-explanatory non-controversial items typically found in an agenda. These items are then presented to the board in a single motion for an up or down vote after allowing anyone to request that a specific item be moved to the full agenda for individual attention. Other items, particularly those requiring strategic thought, decision making or action, are handled as usual.

Why would an organization want to use a consent agenda? Consent agendas are popular with many organizations because they help streamline meetings and allow the focus to be on substantive issues.

What does it mean if we adopt a consent agenda?

- Documentation for consent items must be provided to the board prior to meetings so that directors feel confident that their vote reflects attention to their duty of care.
- Board members are encouraged to ask prior to the meeting all the questions that they want related to consent agenda items.
- If it is determined that an item on the consent portion of the agenda actually requires action or a decision that item should be removed from the consent portion of the agenda and raised later in the meeting.
- Any board member can request that an item be moved to the full agenda.
- A vote on the single motion applies to all the items on the consent portion of the agenda.

TO: Board of Education

FROM: Robert Jansen, Superintendent

DATE: May 8, 2023

**SUBJECT: Board of Education Meeting
April 24, 2023
6:00 p.m.**

AGENDA/EXPLANATORY NOTES

CONSENT AGENDA

1.0 CALL TO ORDER

2.0 SWEARING IN NEWLY APPOINTED BOARD MEMBER

3.0 ROLL CALL

4.0 ESTABLISHMENT OF QUORUM

5.0 PLEDGE TO FLAG

6.0 BOARD PRESENTATIONS

6.1 Employee of the Month

Congratulations to April Barnier for being selected as LCS Employee of the Month for the month of May. April is an extremely caring, compassionate, and dedicated Science Teacher at LHS. High School Principal Mr. Shane Malmquist writes, "I am so incredibly impressed with April's work, intentionality, and commitment to create outstanding opportunities for our Railsplitters. She exemplifies the qualities of an exceptional educator, and we are blessed to have her a part of our LHS Team." April recently received the Gift of Life's 2023 Educator Champion award. It is such an honor to have the opportunity to work with such an amazing human being.

6.2 Regional Teacher of the Year

Lincoln Consolidated Schools second grade teacher Lori Richert has been named the Michigan Department of Education's 2023-24 Regional Teacher of the Year. Richert, who has taught all 22 years of her career in Lincoln, is one of 10 finalists for the state's Teacher of the Year award.

6.3 SEAB Committee Presentation

Presented by Carrie Melcher

6.4 HBCU Trip Presentation

Presented by Regina Winborn and High School students.

6.5 Childs Presentation

Presented by Mary Aldridge

7.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE

7.1 Superintendent's Report

8.0 BOARD REPORTS/CORRESPONDENCE

8.1 Board Executive Committee

- 8.2 Board Performance Committee Report
- 8.3 Board Planning Committee Report
- 8.4 Board Finance Committee Report
- 8.5 Board Reports

9.0 PUBLIC COMMENT

- 9.1 Response to Prior Public Comment
 - No prior Public Comment

- 9.2 Public Comment
Board of Education Public Comment Statement

This is the time set aside by the Board to hear from you, the members of our community. We invite you to address the Board with comments, questions or concerns regarding board actions, policies, or other issues not resolved through appropriate administrative channels. The Board may not immediately respond to concerns presented at this meeting; however, we will respond to inquiries on or before the next board meeting.

Please sign in completing your contact information. Limit individual comments to 5 minutes or less. Comments with respect to the performance of specific district employees are not appropriate during public comment.

Rules for Public Comment:

1. The Board of Education reserves the right to limit the total public comment to 30 minutes in any meeting.
2. The Board of Education will limit each speaker to one opportunity to speak during any public comment period.
3. The Board of Education President, or the President's delegee (such as the Superintendent or another District administrator) will respond to your comment.
4. The Presiding officer may: A) prohibit public comments which are frivolous, repetitive, or harassing; B) interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant; C) request any individual to leave the meeting when that person behaves in a manner that is disruptive of the orderly conduct of the meeting; D) request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting, and; E) call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

10.0 CONSENT AGENDA

- 10.1 Minutes of Previous Meeting
 - 10.1.1 Regular Meeting April 24, 2023
 - 10.1.2 Closed Session April 24, 2023Enclosed are the minutes of the April 24, 2023, Regular Meeting and Closed Session as presented.
- 10.2 Student Trip
 - 10.2.1 Middle School Band-Cedar PointPlease see the attached students trip information. This is an out of state trip for the 7th and 8th grade bands to Cedar Point in Sandusky, Ohio. Board action is requested.

10.2.2 Middle School Choir-Cedar Point

Please see the attached students trip information. This is an out of state trip for the 7th and 8th grade choirs to Cedar Point in Sandusky, Ohio. Board action is requested.

10.3 Personnel Transactions

ACTION ITEMS					
Name	Position/Building	Date of Hire	Effective Date	Status	Major/Step
Telisha Weatherspoon-McKinney	Noon Supervisor/Childs Elementary School		4/27/2023	New Hire	
Kariana Tellkamp	Teacher/Lincoln High School	8/28/1998	5/1/2023	Retirement	
Name	Position/Building	Start Leave Date	Return to Work Date	Status	Approved/Not Approved
Marilyn Reese	Paraprofessional/Lincoln High School	5/8/2023	8/1/23	FMLA	Approved
Roxanne Mayville	Building Secretary/Lincoln High School	5/5/2023	8/6/2023	FMLA	Approved
Vicki Coury	Communication & Information Supervisor/Central Office	5/10/2023	8/11/2023	FMLA	Approved

RECOMMENDED MOTION: I move that we accept the Consent Agenda as presented.

11.0 NEW BUSINESS

11.1 Athletic Training Services Contract

Trinity Elite, the department of the IHA/St. Joseph’s Mercy Hospital system that manages athletic training services to local high schools, has interest in a multi-stage partnership with LCS. A move to Trinity will align our Athletic Trainer (ATC) with our existing, long term team doctors – while providing an improved relationship with one of the two large hospital systems in our county, (University of Michigan, though their MedSport division, has declined to bid at this time.) This bid is also the most cost effective bid received, at an annual cost of just under \$45,000. It is just more than a \$10,000 increase from the cost of our ATI contract for the ‘22-23 school year.

Acquiring bids for this service contract has been challenging. ATI has been very transparent that their corporate offices have dictated that partner school districts bear a much larger portion of the cost of the employee – their bid more than doubled from this year contract cost. MedSport’s representative communicated that they are not adding any employees as they evaluate the profitability of these ATC contracts, and will not submit a bid at this time.

Accepting this contract means leaving a seven year connection to ATI, who has been a great partner in providing care to Lincoln athletes. At this time, ATI has let us know that there will be a significant increase in cost (\$70,000, up from \$34, 000) to their services.

In addition, Trinity would like to negotiate with LCS to add a physical therapy clinic inside the Lincoln Athletic Building. This clinic will bring significant rental revenue to the LAB operations and provide an additional medical resource to our students, families, and community. They hope to begin that conversation in the next couple of months, with hopes of ramping up an operation for patient care beginning in January 2024.

The request to approve Trinity as a vendor does not depend on a future PT clinic, we’d ask to move forward with this bid independently of any future plan. The Trinity bid is the most cost effective and creates the most efficiency of great local care for our athletes.

Please read the Athletic Training Bid Summaries that are included in the Board packet.

This is presented for information only; Board action will be requested at a subsequent meeting.

- 11.2 Food Service Equipment and Renovation
Food services equipment purchase and renovations. Three estimates will be provided to the board of education along with a proposed recommendation.

State of Michigan spend down request of excess food services fund balance of approximately \$405,000. We are looking to renovate the LHS west serving area/kitchen, and the middle school serving area/kitchen to match the LHS east serving area/kitchen, along with new equipment that matches the LHS east kitchen serving/kitchen area. We are planning on replacing the flooring and painting all areas. We are also looking to add two new walk-in coolers, one at the west end high school and one at Childs elementary school.

This is presented for information only; Board action will be requested at a subsequent meeting.

- 11.3 Professional Development Restorative Practice

Topic of Agenda Item:

- Restorative Practices training for the district during the week the staff returns in August of 2023
- For BFDI International Training Institute to implement a 2-day district-wide restorative practices training (teachers, paras, secretaries, bus drivers, noon supervisors, ancillary staff, administrators, etc...) during our August staff training days
- For BFDI International Training Institute to implement a 2-day specialized training for specific staff (Dean, Behavior Specialists, general education Social Worker, etc...) that teaches them how to facilitate restorative practices conferences during first semester

Background Data:

The process

- The Curriculum leaders met as a team and created a survey to send out to the teaching staff about their professional learning needs for the 23-24 school year. These questions were based on district initiatives as well as what the curriculum leaders were hearing from their colleagues about their needs.
- The draft survey was shared with administration for feedback and input
- During an April/May staff meeting or grade level meeting in all of the buildings, grade levels/departments came together and completed the survey
- Curriculum leaders and the district MICIP team, members of the District Implementation Team reviewed the data and discussed possible next steps

The why:

- Based on the survey results, our number one professional learning need (57%) was "Behavior/discipline strategies." When reviewing the comments, the needs are specifically around restorative practices, de-escalation techniques, and how staff interacts with students when the students are frustrated or having a behavioral issue

Please read the information in the Board packet. This is presented for information only; Board action will be requested at a subsequent meeting.

12.0 OLD BUSINESS

- 12.1 WISD 2023-2024 Budget Resolution
Included in the Board packet are the 2023-2024 Budget/Election timeline, the General Education Original Budget, the Special Education Original Budget, the WISD Budget Resolution for board adoption, and the PowerPoint presentation that was presented at the Washtenaw Association of School Boards Board of Directors Budget Review Meeting on April 20, 2023.

June 1, 2023 is the deadline for local district response to the WISD General Fund budget. The local district Boards of Education must consider a resolution of support for or disapproval of the proposed general fund budget by June 1 of each year and may indicate specific recommendations for changes by June 1, 2023. Board action is requested and is time sensitive.

RECOMMENDED MOTION: I move that we approve the WISD Budget Resolution indicating support for the proposed 2023-2024 budgets as presented.

12.2 My Future Fund Resolution

My Future Fund is a new program that will give certain students enrolled in Washtenaw County Public Schools a jump-start on saving and planning for future college or career training. Through their My Future Fund Account, family savings plan, ongoing education and community partnerships, My Future Fund will support designated Washtenaw County students on their path towards higher education. My Future Fund is structured as a Children Savings Account (CSA) program, a research-based approach that helps students and families build assets for future post-secondary educational expenses.

The Washtenaw Intermediate School District operates this program in partnership with Washtenaw County Government. Utilizing \$2.9 million in American Rescue Plan Act dollars, as well as \$3.78 million from the County's general fund, the Washtenaw County Board of Commissioners has provided the initial investment in this program as part of their commitment to equity in Washtenaw County. Furthermore, the City of Ann Arbor has allocated \$28,366 to support the program's first year.

Board action is requested.

RECOMMENDED MOTION: I move that we adopt the resolution in support of the My Future Fund.

12.3 Social Media Litigation Resolution

Schools nationwide have recently started joining a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms. The lawsuit asserts that social media companies targeted minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors. Research confirms that social media use is associated with increased rates of depression, anxiety, eating disorders, suicide, and property damage

RECOMMENDED MOTION: I move that we move forward and join the nationwide Social Media Litigation by adopting the resolution and signing the attorney-client fee contract as presented.

13.0 ADJOURNMENT

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SEAB K-5 Curriculum Recommendations

May 8, 2023

What is SEAB?

The State of Michigan mandates a SEAB (Sexual Advisory Board).

- *A school district shall not offer this [sex education] instruction unless a sex education advisory board is established by the board of the school district. §380.1507(5)*
- This means that whatever has been taught to date can still be taught. There just cannot be anything new taught unless it is approved by the district's SEAB.

The Role of the SEAB by the State of Michigan:

- *Establish program goals and objectives for pupil knowledge and skills that are likely to reduce the rates of sex, pregnancy, and sexually transmitted diseases. This subdivision does not prohibit a school district from establishing additional program goals and objectives that are not contrary to this section, section 1169, or section 1507b.*
- *Review the materials and methods of instruction used and make recommendations to the board of the school district for implementation. The advisory board shall take into consideration the school district's needs, demographics, and trends, including, but not limited to, teenage pregnancy rates, sexually transmitted disease rates, and incidents of student sexual violence and harassment.*
- *At least once every 2 years, evaluate, measure, and report the attainment of program goals and objectives established under subdivision (a). The board of a school district shall make the resulting report available to parents in the school district. §380.1507(5a)*

SEAB Mission and Vision Statements

Mission Statement:

The mission of the Lincoln Consolidated Schools Sex Education Advisory Board is to:

- Facilitate dialog among key stakeholders in the LCS community to determine an adequate and appropriate education that meets the ongoing needs of the population.
- To evaluate and select quality evidence-based sexual and reproductive health curriculum.

Vision Statement:

Lincoln Consolidated Schools' Sex Education Advisory Board aims to reduce the burden of adverse sexual and reproductive health consequences for the LCS population using generally accepted outcome measures.

[SEAB Roster](#) and [By-Laws](#)

Stakeholder Surveys

Surveys were compiled and used to assess the needs and wants of our LCS community regarding Sexual Education for our students. The district shared the surveys on the district website and surveys were sent to all stakeholders via robocall.

[Parent/Community and Student Survey](#)

[Staff Survey](#)

[K-5 Survey Results](#)

SEAB Pre-Work

The SEAB team learned about the developmental stages of children from renowned, notable psychologists. The psychologists that were reviewed were: [Erik Erikson](#), [Sigmund Freud](#), and [Abraham Maslow](#). Additionally, an article from the [American College of Pediatrics](#) titled *[The Teenage Brain Under Construction](#)* has proved to be considerably helpful in making decisions for our teenage students (MS and HS). Furthermore, everyone on the team is a parent - some of the SEAB members have adult children and some still have young children at home.

SEAB Goals and Objectives for K-5

It is the goal of the SEAB team to provide a curriculum that is comprehensive and appropriate for each level of LCSD students. Careful consideration of maturation levels of our students has been considered throughout the process of selecting sexual education materials/curriculum choices for our students. Furthermore, data was collected from our stakeholders (community members, parents, staff, and student surveys) to ensure that decisions are data driven.

The overall objectives of the SEAB's K-5 important work is to design a program of instruction to educate students on the following topics: respect, friendships, personal boundaries and safety, refusal skills, consent, how to deal with bullying/teasing/harassment, anatomical body parts, human development, reproduction, HIV/STDs, and avoiding risky behaviors.

K-5 Sexual Education

Sexual education is not recommended to be taught for students in grades K-3. Instead, the SEAB is recommending a curriculum for K-3 that will prepare students in understanding and maintaining healthy relationships, understanding good touch/bad touch, being kind to one another, and how to advocate for one's self.



LCS Board Presentation 2022-2023

CHILDS ELEMENTARY
SCHOOL

Mission/Vision Statements

- **District Vision Statement**

Lincoln Consolidated Schools will be a premier learning community whose students are consistently high achieving, compassionate, and inspired to make a difference.

- **Building Mission Statement**

The mission of Childs Elementary School is to provide a safe and supportive learning environment to prepare students to reach their highest potential.

Building Overview

Agenda Item
6.5
May 8, 2023



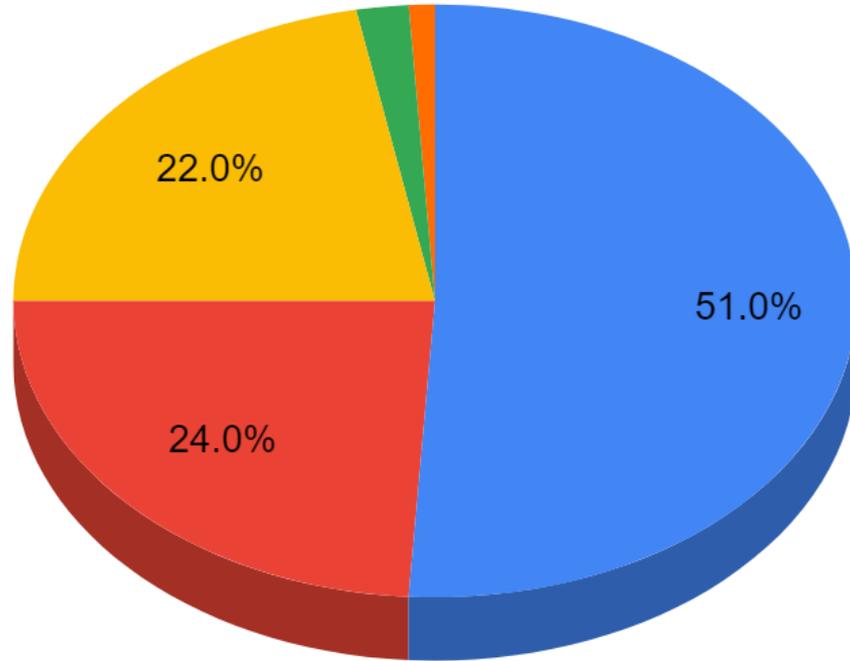
Demographics

- Enrollment: 509
- Boys: 253
- Girls: 256
- Students with disabilities:
122 (24%)
- English language
learners: 9 students (2%)



- Ethnicity

- African American – 24%
- Caucasian – 51%
- Hispanic – 2%
- Multi-racial – 22%
- Asian – 1%



● Caucasian ● African American ● Multi-racial ● Hispanic ● Asian

Staffing

19 Classroom Teachers

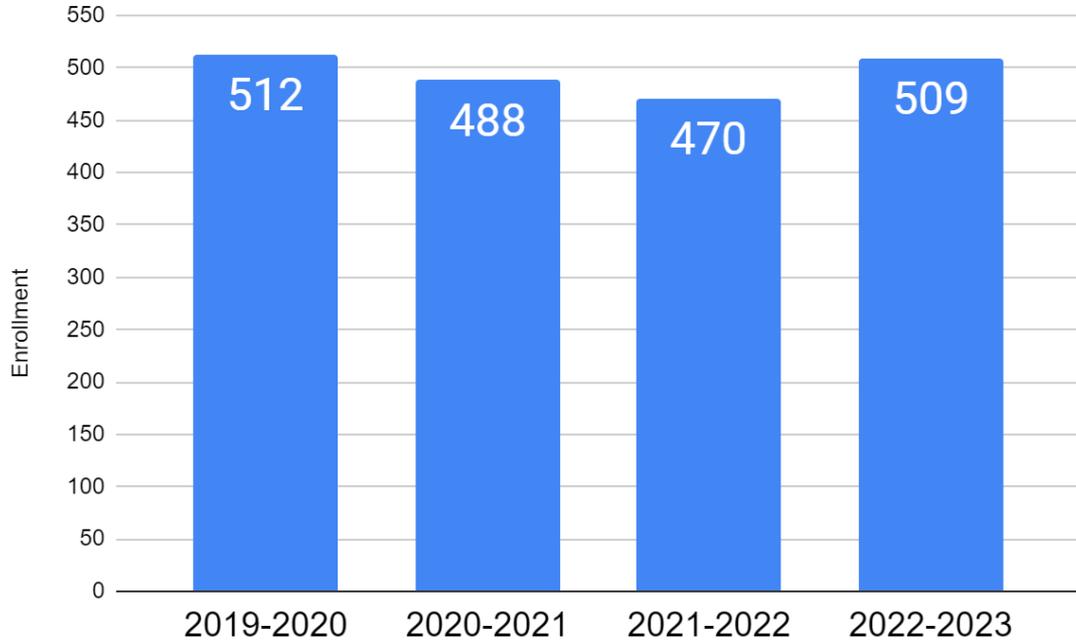
Y5	1
K	3
1	3
2	4
3	3
4	3
5	3



Additional Staff

Special Education	5
Ancillary Staff	6
Paraprofessional Staff	11
²² Specials	5

Enrollment Trends



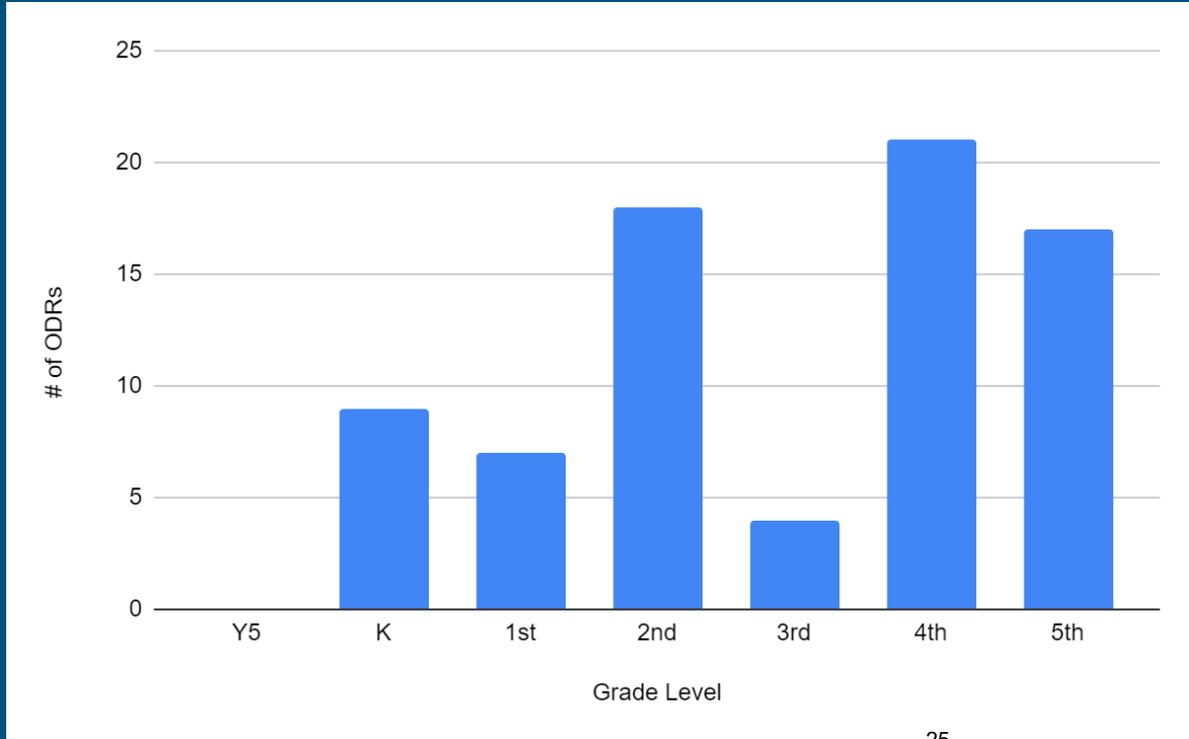
Behavior Data

Agenda Item
8-5
May 8, 2023



	Number of Suspensions	Number of Students Suspended
2019-2020	16	9
2020-2021	5	5
2021-2022	25	11
2022-2023	23	17

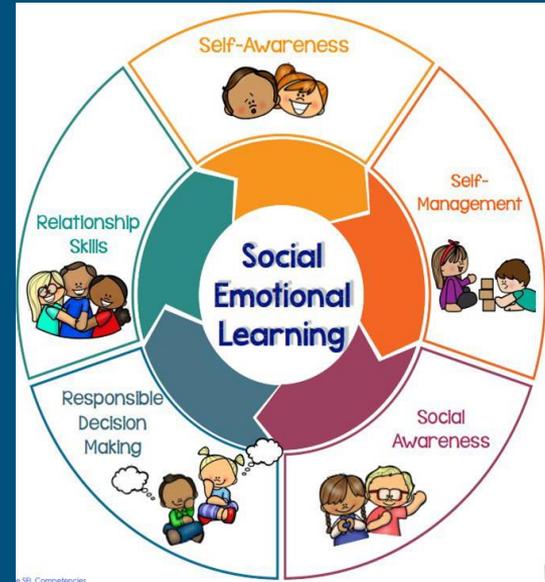
Behavior Data – Referrals in PS



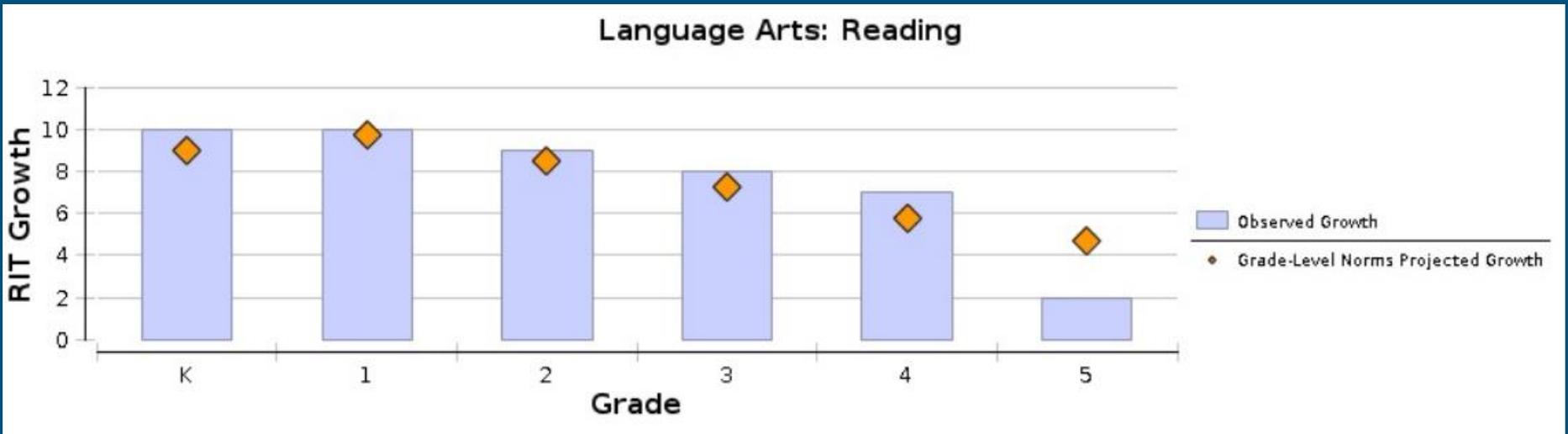
Grade	# of Students	# of referrals
Y5	0	0
K	3	9
1	6	7
2	8	18
3	3	4
4	10	21
5	10	17

Behavior Specialist - SEL/Discipline Support

- CASEL Assemblies
- Restorative Sessions
- Check ins/check outs
- Community Groups
- Anti-Bullying Activities
- BIPs
- Mentorship
- Home/School Plans
- Communication with Parents
- Second Step
- PBIS Trainings
- 504s
- Bus Referrals
- MTSS meetings
- ODR/Discipline
- Attendance
- Second Step

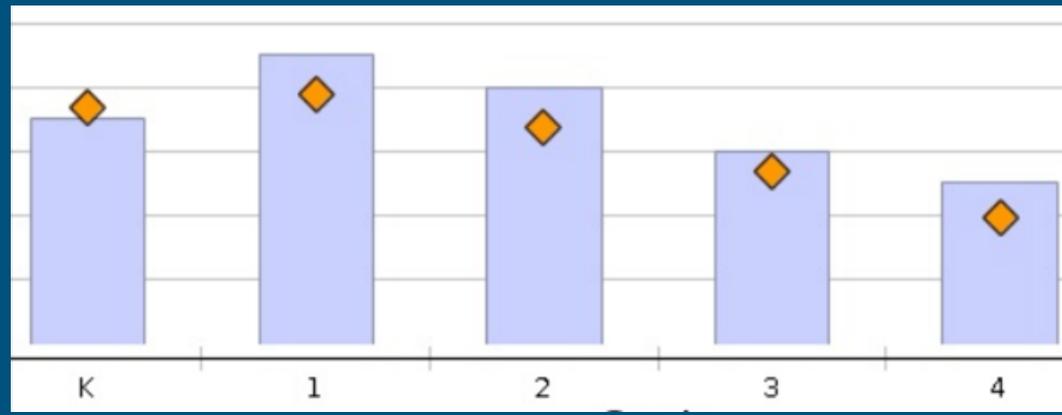


NWEA Winter Growth-Reading 2022-23

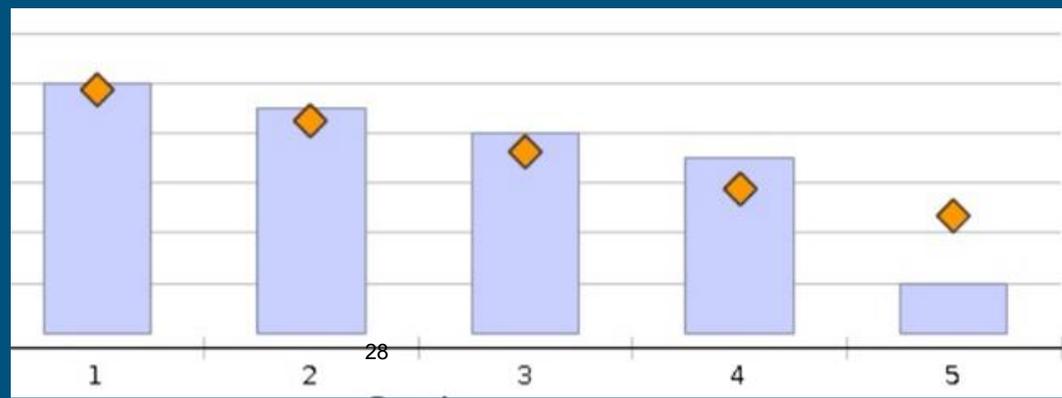


NWEA Winter Reading Growth Comparison

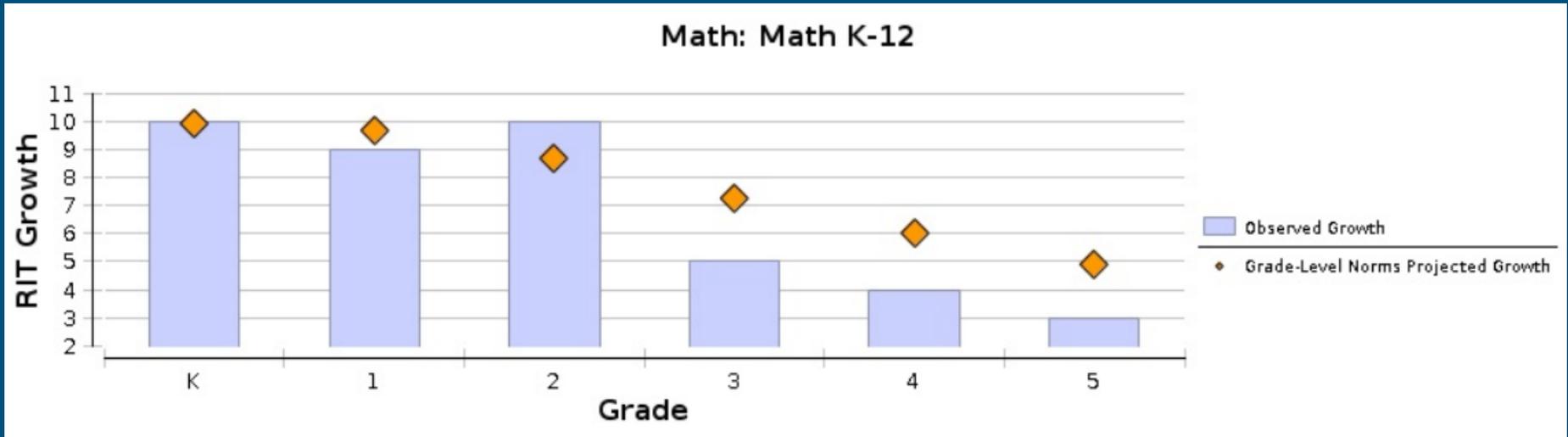
2021-22



2022-23

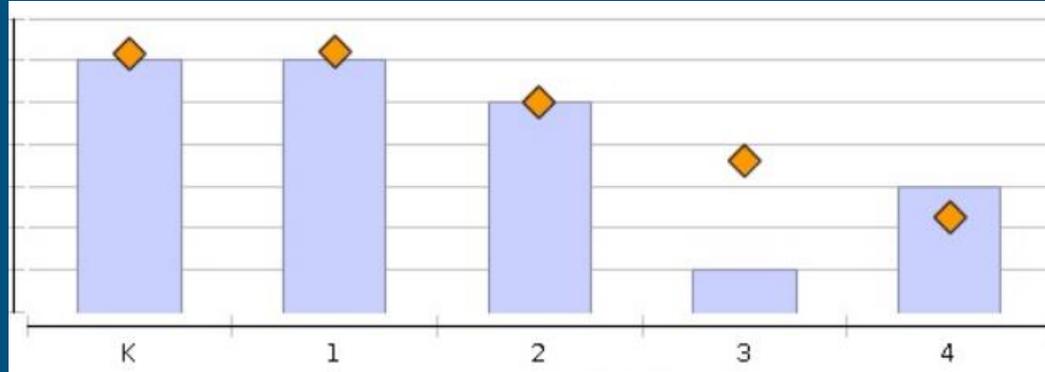


NWEA Winter Growth-Math 2022-23

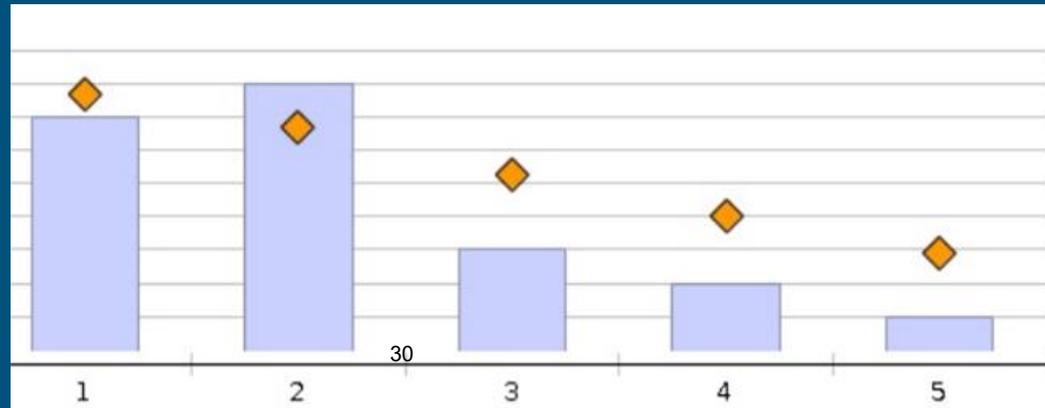


NWEA Winter Math Growth Comparison

2021-22



2022-23



Academic Interventionists

- Two teachers (third position vacant)
- Grades K-5
- 68 students receive ELA support
- 55 students receive Math support
- Reading intervention K-5 is based on “Science of Reading” research
- Phonics and phonemic awareness instruction
- LLI (reading intervention program)
- LETRS training
- SIS Math training and coaching



School Improvement Overview

Agenda Item
6.5
May 8, 2023



32



MICIP

Agenda Item
6.5
May 8, 2023

District changed from 4 goals to 2 goals, Academic and Affective

Staff Completed the Key Indicators Rubric to see where their perceptions lie in regards to Academics

	Beginning	Developing	Exemplary
PLC Process	22%	78%	
Guaranteed and Viable Curriculum for All Students	50%	50%	
Identify and Support Students Through Tier II and Tier III Interventions		100%	
Utiliza Data to Extend Student Learning	17%	83%	

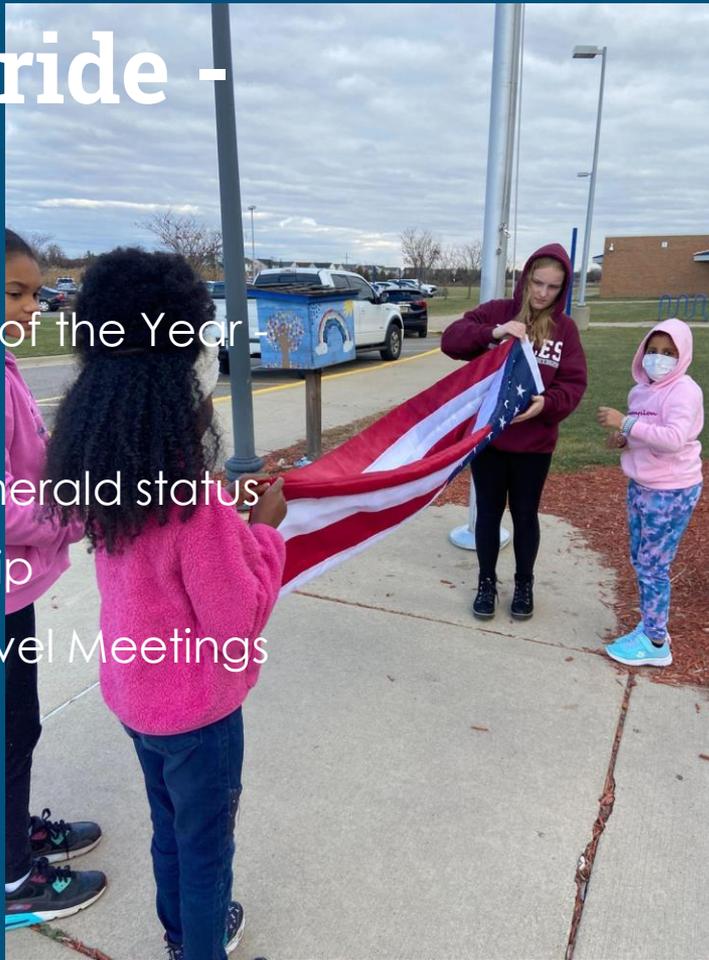
Points of Pride -

Staff-

- Region 8 Teacher of the Year

Mrs. Richert

- Green School - Emerald status
- Teacher Leadership
- Building Grade Level Meetings
- CASEL assemblies
- PALS
- Spring Dance
- Field Day
- Assemblies



Student initiatives-

Agenda Item 6.5
May 8, 2023

- Team Clean
- Recycle Club
- Newspaper Club
- April Arts

Childs PTO-

- Scholastic Book Fairs
- Family Fun Night
- Fun Run/Active Night
- Pop It Friday
- Staff Appreciation Week
- Teacher Grants
- Fundraising

Questions?
Thank You!

Agenda Item
6.5
May 8, 2023



LINCOLN CONSOLIDATED SCHOOLS
Ypsilanti, Michigan
BOARD OF EDUCATION / REGULAR
MEETING
April 24, 2023
6:00 p.m.
District Boardroom-Lincoln High School

OFFICIAL MINUTES

BOARD MEMBERS PRESENT

Jennifer Czachorski, President
Jennifer LaBombarbe, Vice President
Allie Sparks, Secretary
Matthew Bentley, Trustee
Stacy Kind, Trustee

ADMINISTRATORS PRESENT

Robert Jansen, Superintendent
Adam Blaylock, Human Resources Director
Karensa Smith, Assistant Superintendent Curriculum and Instruction
Adam Snapp, Finance Director

OTHERS PRESENT

Edgar Brown, Jim Harless, Abby Smith, Arnituris Garland, Sara Saylor, Amy Wilhelm, Steven Bennett, Laura Carl, Robert Merritt, Julianne Merritt, Steven Sharp, Gina, Goldfaden, Paula Robinette and Jason Moore

1.0 CALL TO ORDER

President Czachorski called the meeting to order at 6:02 pm.

2.0 ROLL CALL

Roll call showed all Board Members were present with the exception of Rollins.

3.0 ESTABLISHMENT OF QUORUM

A quorum was established.

4.0 PLEDGE TO FLAG

The Pledge of Allegiance was recited by Board and audience members.

5.0 BOARD PRESENTATIONS

5.1 Student Services Presentation

Presented by Rob Williams

- Special education FTE is determined by calculating the time a student spends a special education program. Programs are classes where the special education teacher provides specialized instruction to students with IEPs in a special education class. Special education services (teacher consultant, social work, speech language, OT & PT do not generate FTE).
- Total students with IEPs 824
- Top three move in districts for students with IEPs are Ypsilanti, Ann Arbor and Van Buran

5.2 My Future Fund Presentation

Presented by Sara Saylor

- My Future Fund is a new program operated by the Washtenaw ISD that will give students enrolled in Washtenaw County Public Schools and Public School Academies a jump-start on saving and planning for future college and career training.

- WISD Investment- Utilizing \$2.9 million in American Rescue Plan Act dollars, \$3.78 million from the County's general fund, the Washtenaw County Board of Commissioners has provided the initial investment in this program as part of their commitment to equity in Washtenaw County.
- Goals
 - Provide equitable opportunities to local students and families
 - Increase college expectations.
 - Increase the number of students completing post-secondary programming.
 - Bring parents into the financial mainstream.
 - Address educational disparities exacerbated by COVID-19 by increasing resources to students in high poverty districts.

6.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE

6.1 Superintendent's Report

- April 26th is Admin Assistant Day
- Lori Richert second grade teacher at Childs Elementary has been selected for Region Eight Teacher of the Year by Michigan's Department of Education
- Congratulations to Lincoln HS Science Teacher April Barnier. April Barnier has won Educator of the Year in the Gift of Life Champions award.
- The finishing touches of the Strategic Plan are being worked on and will be presented at the May 22nd Board of Education meeting.

7.0 BOARD REPORTS/CORRESPONDENCE

7.1 Board Executive Committee

The Executive Committee will meet next of May 1, 2023, at 5:30 in the Pittman Room.

7.2 Board Performance Committee Report

The Performance Committee met on April 17th and is not scheduled to meet again until June 19, 2023.

7.3 Board Planning Committee Report

The Board Planning Committee will meet next on May 8, 2023, at 4:30 pm in the Pittman Room.

7.4 Board Finance Committee Report

The next scheduled Finance Committee will be May 15th at 4:00pm in the Pittman Room. All meetings for the rest of the year will begin at 4:00pm.

7.5 Board Reports

No Board reports.

8.0 PUBLIC COMMENT

8.1 Response to Prior Public Comment

- Julieanne Merritt, resident, stated concerns related to Title IX processes and her husband's employment. Mr. Jansen emailed Mrs. Merritt.

8.2 Public Comment

Board of Education Public Comment Statement

This is the time set aside by the Board to hear from you, the members of our community. We invite you to address the Board with comments, questions or concerns regarding board actions, policies, or other issues not resolved through appropriate administrative channels. The Board may not immediately respond to concerns presented at this meeting; however, we will respond to inquiries on or before the next board meeting.

Please sign in completing your contact information. Limit individual comments to 5 minutes or less. Comments with respect to the performance of specific district employees are not appropriate during public comment.

Rules for Public Comment:

1. The Board of Education reserves the right to limit the total public comment to 30 minutes in any meeting.
2. The Board of Education will limit each speaker to one opportunity to speak during any public comment period.
3. The Board of Education President, or the President's delegee (such as the Superintendent or another District administrator) will respond to your comment.
4. The Presiding officer may: A) prohibit public comments which are frivolous, repetitive, or harassing; B) interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant; C) request any individual to leave the meeting when that person behaves in a manner that is disruptive of the orderly conduct of the meeting; D) request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting, and; E) call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

No Public Comment.

10.0 CONSENT AGENDA

10.1 Minutes of Previous Meeting

10.1.1 Regular Meeting April 10, 2023

10.1.2 Closed Session April 10, 2023

Enclosed are the minutes of the April 10, 2023, Regular Meeting and Closed Session as presented.

10.2 Student Fieldtrips

10.2.1 Childs 5th Grade Camp

The group will leave Childs Elementary on Wednesday, May 17th at around 9:15 and travel to the Howell Nature Center. The students will eat a sack lunch, which they will bring with them, when we arrive at the Nature Center. After lunch, the students will participate in various cross-curricular programs and activities throughout the afternoon. The group will eat dinner, which will be catered by the Nature Center. Following dinner, the students will participate in a dance party. The students will sleep on bunk beds in cabins at the Nature Center divided by gender. There will be adult chaperones sleeping in each cabin. In the morning, the group will eat breakfast, which will be catered by the Nature Center. The remainder of the day will be similar to the first day with programs and activities in the morning, afternoon, and evening with lunch and dinner catered by the Nature Center. In the morning, the group will eat breakfast, which will be catered by the Nature Center. After breakfast, the students will again participate in a variety of cross-curricular programs and activities. The group will eat lunch catered by the Nature Center. Shortly after lunch, the group will board buses and return to Childs Elementary.

10.3 Personnel Transactions

<u>ACTION ITEMS</u>					
Name	Position/Building	Date of Hire	Effective Date	Status	Major/Step
Justin Wilson	Bus Driver/Transportation	4/17/2023		New Hire	
Naesha Carter	Bus Aide/Transportation	4/17/2023		New Hire	
Donovan Hall	Bus Driver/Transportation	2/13/2023	4/3/2023	Transfer	From Aide

Name	Position/Building	Start Leave Date	Return to Work Date	Status	Approved/Not Approved
Jen Cherry	Teacher/Childs Elementary	3/22/2023	NA	FMLA-INTERMITTENT	Approved
Katelyn Todd	SLP/Model Early Childhood	5/26/2023	Aug 2024	Child Care Leave	Approved
Chris Parmelee	Special Education Teacher/Lincoln Middle School	5/1/2023	5/15/2023	FMLA	Approved
Beth Jayne	Special Education Teacher/Lincoln Middle School	4/3/2023	4/21/2023	FMLA	Approved
Patricia Barthwell	Dean Of Students/Lincoln Middle School	2/7/2023	4/24/23	Medical Leave	
Donald Scott	Paraprofessional/Model Early Childhood	1/31/2023	5/1/23	Medical Leave	
Cheryl Graham	GSRP Associate Teacher/Model	3/16/2023	Unknown	Medical Leave	

It was moved n=by LaBombarbe and seconded by Sparks that we accept the Consent Agenda as presented.

Ayes: 5
 Nays: 0
 Motion carried 5-0

11.0 NEW BUSINESS

11.1 Student Discipline

11.1.1 Student #11

The Board Discipline Committee met on April 11, 2023, to conduct a disciplinary hearing for Student #11 and their recommendation is included in your packet. The Superintendent and Discipline Committee recommend approval as presented.

It was moved by LaBombarbe and second by Sparks that we approve the recommendation of the Board Discipline Committee relative to disciplinary sanctions for Student #11 as presented as modified.

During the time of expulsion and until the end of the first semester of the 2023-2024 school year, Student #11 shall not be on school grounds or attend any school functions without prior written approval from an appropriate administrator.

Student #11 will continue in the WAVE program at least through the end of the first semester of the 2023-2024 school year.

Student #11’s expulsion will be reduced to a suspension through the end of the 2022-2023 school year if the following conditions are met:

The following assignments are completed, and documentation turned in to administration by August 21, 2023:

- A 3-page paper on the topic of personal responsibilities and positive action plan to return to school.
- 9th grade coursework in English Language Arts and Math successfully completed through the WAVE program.
- Continued counseling through the current plan

Upon returning to Lincoln High School (no earlier than second semester of the 2023-2024 school year), Student #11 shall:

- Meet with administrators and counselors weekly.
- Have an updated behavior intervention plan in place.

At the student's request it was necessary to enter Closed Session.

Entered Closed Session at 6:45pm and returned to Open Session at 8:15pm

Ayes: 5 Czachorski, LaBombarbe, Bentley, Sparks and Kind

Nays: 0

Motion carried 5-0

11.2 Student Trip

11.2.1 Middle School Band-Cedar Point

Please see the attached students trip information. This is an out of state trip for the 7th and 8th grade bands to Cedar Point in Sandusky, Ohio. This was presented for information only; Board action will be requested at a subsequent meeting.

11.2.2 Middle School Choir-Cedar Point

Please see the attached students trip information. This is an out of state trip for the 7th and 8th grade choirs to Cedar Point in Sandusky, Ohio. This was presented for information only; Board action will be requested at a subsequent meeting.

11.3 WISD Resolution to Consider Designation of Electoral Representative

The biennial election for the Washtenaw Intermediate School District (WISD), to elect two board members for two six-year terms, will be held on **June 5, 2023, at 6:00 p.m.** By law, the body electing intermediate school district board members will be composed of one representative of the board from each constituent district who shall be designated by the constituent board. The board shall **consider** the resolution at not less than one public meeting before adopting the resolution. This can be done prior to May 15, 2023. To be in compliance with the law, between **Monday, May 15, 2023, and Monday, June 5, 2023**, a local constituent Board of Education must **adopt** a resolution to select its voting representative and identify the candidates it supports.

The Board must consider the resolution of a voting representative at a meeting prior to May 15, 2023, and appoint a voting representative by resolution at ANOTHER public meeting no earlier than May 15, 2023.

It is necessary to establish the first public meeting at which this Board will consider the proposed resolution designating the District's representative on the electoral body. Board action is requested.

It was moved by LaBombarbe and seconded by Sparks that we approve the Board to consider a resolution to appoint Sparks as the designated representative of this District for the electoral body of the ISD biennial election to be held June 5, 2023 and LaBombarbe as an alternate in the event the designated representative is unable to attend.

Ayes: 5

Nays: 0

Motion carried 5-0

11.4 WISD 2023-2024 Budget Resolution

Included in the Board packet are the 2023-2024 Budget/Election timeline, the General Education Original Budget, the Special Education Original Budget, the WISD Budget Resolution for board adoption, and the PowerPoint presentation that was presented at the Washtenaw Association of School Boards Board of Directors Budget Review Meeting on April 20, 2023.

June 1, 2023 is the deadline for local district response to the WISD General Fund budget. The local district Boards of Education must consider a resolution of support for or disapproval of the proposed general

fund budget by June 1 of each year and may indicate specific recommendations for changes by June 1, 2023. This was presented for information only; Board action will be requested at a subsequent meeting.

11.5 My Future Fund Resolution

My Future Fund is a new program that will give certain students enrolled in Washtenaw County Public Schools a jump-start on saving and planning for future college or career training. Through their My Future Fund Account, family savings plan, ongoing education and community partnerships, My Future Fund will support designated Washtenaw County students on their path towards higher education. My Future Fund is structured as a Children Savings Account (CSA) program, a research-based approach that helps students and families build assets for future post-secondary educational expenses.

The Washtenaw Intermediate School District operates this program in partnership with Washtenaw County Government. Utilizing \$2.9 million in American Rescue Plan Act dollars, as well as \$3.78 million from the County's general fund, the Washtenaw County Board of Commissioners has provided the initial investment in this program as part of their commitment to equity in Washtenaw County. Furthermore, the City of Ann Arbor has allocated \$28,366 to support the program's first year. This was presented for information only; Board action will be requested at a subsequent meeting.

11.6 Social Media Litigation Resolution

Schools nationwide have recently started joining a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms. The lawsuit asserts that social media companies targeted minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors. Research confirms that social media use is associated with increased rates of depression, anxiety, eating disorders, suicide, and property damage. This was presented for information only; Board action will be requested at a subsequent meeting.

11.7 Board Vacancy

Table discussion regarding procedure to fill the open Board of Education seat. The Board has appointed Jason Moore to fill Yoline Williams' seat. Jason Moore has previously sat on the Lincoln Board of Education and after the last election finished in third place by the voters where there were only two available seats. Mr. Moore has also completed several MASB classes.

It was moved by LaBombarbe and seconded by Sparks that Jason Moore be appointed to fill the vacant seat left by Yoline Williams

Ayes: 5

Nays: 0

Motion carried 5-0

12.0 OLD BUSINESS

12.1 Elementary Summer School

Over the four-week course of study in language arts, students will work through the following programs (modifications could be made based on data and programming) which are currently used in the district: LLI Reading, Phonics First, Lexia Core 5, and Half-Pint Decodable Readers. All students enrolled in the language arts academy grades K-5 will work within these programs on skills determined by assessments completed in their buildings prior to summer school. The Lexia Core 5 program creates a personalized learning path for each student based on assessment data within the program. These reading programs use research-based and effective strategies to support and improve student reading skills. The teachers trained for the summer program can continue to use the techniques within existing curricular structures as well throughout the school year.

The Elementary Summer School Program will utilize the math intervention program from Strategic Intervention Solutions. The students will be provided with a powerful, comprehensive review of grade level concepts and skills focusing on the grade level power standards. Using motivating games, problem

solving activities, and math vocabulary reinforcement students will increase their math abilities and gain confidence.

All of the aforementioned programs reinforce the skills and concepts addressed in the Common Core State Standards. We will compare the students NWEA spring and fall assessment to determine growth.

Students will also engage in STEM, social-emotional learning, social justice, and identity lessons.

Board action was requested.

It was moved by LaBombarbe and seconded by Sparks that we approve the 2023 Elementary Summer School proposal as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

12.2 Middle School Summer School

Over the five-week course of study in language arts, students will work through the curriculum for the Middle School as prescribed by the Lincoln Board of Education. All students enrolled in language arts grades 6-8 will work through the intervention (AARI, LLI, Pearson, Edgenuity, Michigan Virtual, etc...) program with also direct teaching at a reading level determined by assessments completed in their buildings prior to summer school. Reading programs use proven and effective strategies to support and improve student reading skills. The teachers trained for the summer program can continue to use the techniques within existing curricular structures as well throughout the school year.

The Middle School Summer Success Program will utilize an intervention program (Edgenuity, Khan, Michigan Virtual, etc...) for math. The students will be provided with a powerful, comprehensive review of grade level power standards, concepts and skills. Using motivating games, problem solving activities and math vocabulary reinforcement, students will increase their math abilities and gain confidence.

All of the aforementioned programs reinforce the skills and concepts addressed in the Common Core State Standards. We will compare the students NWEA spring and fall assessment to determine growth.

Board action was requested.

It was moved by LaBombarbe and seconded by Sparks that we approve the 2023 Middle School Summer School proposal as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

12.3 High School Summer School

Students will be offered traditional classes that have been customized to better address the academic deficiencies identified through at-risk interventions to date. These classes will cover the essential content as outlined in the MMC and the course syllabi of LHS. Staff will develop individual plans for maximum credit recovery for each student enrolled. An online curriculum resource (Edgenuity) will be used along with face to face, differentiated instruction by the teacher.

Board action was requested.

It was moved by LaBombarbe and seconded by Sparks that we approve the 2023 High School Summer School proposal as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

12.4 2022-2023 Budget Amendment

Revenue Changes

State Aid

- 51e - special education foundation which is 75% of the current foundation for each special education student (blended amount). This was not part of the normal foundation calculation spreadsheet provided by the state and the money was lumped in with the Discretionary money. It wasn't until further analysis that this was found. This is new money and is included in the Governor's proposed budget for 23/24. This amount is \$905,85
- 31aa and Safety grant each increased by \$40,000 from original allocation. This total is \$80,000.
- 98c grant awarded in February for \$127,000. The final allocation is \$184,000. Any amount spent over the \$127,000 will be included in the final amendment.
- Benchmark assessment grant that covers the District NWEA expenses. \$28,075.
- Special Education Headlee Obligation adjustment on the February state aid status report. \$312,099
- Increase in Early Literacy grant, use of carry-over from prior years. Increase of \$150,000
- General adjustment changes in state aid status report from November amendments - \$50,000

Federal Funding

- Overall change in Title grants due to amendment changes and carry-over from prior year. Increase of \$275,000
- Change in ESSER money to use up remaining amount - \$57,000.

Inter-District Funding

- Special Education Act 18 grant from ISD - \$207,000

Expenditure Changes

- Staff bonus that was paid out in December of 2022, spread across all expenditures - \$330,000
- \$730,000 spread over added needs and instructional support for:
 - Special education Act 18 grant
 - Title grants (Title I, Title II, Title IV)
 - 98c learning loss grant
 - 31aa grant
- Costs related to staffing issues - \$50,000
- Increase in operation in maintenance for regular maintenance, HVAC, major projects, and pest/Cintas costs - \$395,000

Board action was requested.

It was moved by LaBombarbe and seconded by Sparks that we approve the 2022-2023 Budget Amendment as presented by the Finance Director.

Ayes: 5

Nays: 0

Motion carried 5-0

12.5 Miller Johnson Policy #5113-Managing Fund Balance

Please review the new Miller Johnson policy in the Board packet. Board action was requested.

It was moved by LaBombarbe and seconded by Sparks that we adopt Board policy #5113-Managing Fund Balance as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

12.6 Nonrenewal of Administrative Contract

At the request of the employee the Board of Education entered into Closed Session.

Entered Closed Session at 8:26pm and returned to Open Session at 10:53pm

Ayes: 5 Czachorski, LaBombarbe, Bentley, Sparks and Kind
Nays: 0
Motion carried 5-0

It was moved by LaBombarbe and seconded by Sparks that the Board of Education non-renew Mr. Merritt's administrative contract, which will end effective June 30, 2023.

13.0 ADJOURNMENT

President Czachorski declared the meeting adjourned at 10:54 p.m.

What is a consent agenda?

A consent agenda groups the routine, procedural, informational, and self-explanatory non-controversial items typically found in an agenda. These items are then presented to the board in a single motion for an up or down vote after allowing anyone to request that a specific item be moved to the full agenda for individual attention. Other items, particularly those requiring strategic thought, decision making or action, are handled as usual.

Why would an organization want to use a consent agenda? Consent agendas are popular with many organizations because they help streamline meetings and allow the focus to be on substantive issues.

What does it mean if we adopt a consent agenda?

- Documentation for consent items must be provided to the board prior to meetings so that directors feel confident that their vote reflects attention to their duty of care.
- Board members are encouraged to ask prior to the meeting all the questions that they want related to consent agenda items.
- If it is determined that an item on the consent portion of the agenda actually requires action or a decision that item should be removed from the consent portion of the agenda and raised later in the meeting.
- Any board member can request that an item be moved to the full agenda.
- A vote on the single motion applies to all the items on the consent portion of the agenda.

ACTION ITEMS					
Name	Position/Building	Date of Hire	Effective Date	Status	Major/Step
Telisha Weatherspoon-McKinney	Noon Supervisor/Childs Elementary School		4/27/2023	New Hire	
Kariana Tellkamp	Teacher/Lincoln High School	8/28/1998	5/1/2023	Retirement	
Name	Position/Building	Start Leave Date	Return to Work Date	Status	Approved/Not Approved
Marilyn Reese	Paraprofessional/Lincoln High School	5/8/2023	8/1/23	FMLA	Approved
Roxanne Mayville	Building Secretary/Lincoln High School	5/5/2023	8/6/2023	FMLA	Approved
Vicki Coury	Communication & Information Supervisor/Central Office	5/10/2023	8/11/2023	FMLA	Approved

LINCOLN CONSOLIDATED SCHOOLS

AGENDA ITEM REQUEST

Completion of this form will help us prepare accurate and complete agendas and explanatory notes for consideration by the Board of Education. It will also ensure timely consideration and/or approval of your request.

Group/Individual Making Request: Athletic Department

Contact Person: Chris Westfall Phone/Email: 734 657-8480, westfallc@lincolnk12.org

Topic of Agenda Item: Approval of a service contract with Trinity Elite to provide Athletic Training services.

Background Data: (To assist in writing corresponding explanatory notes)

Trinity Elite, the department of the IHA/St. Joseph's Mercy Hospital system that manages athletic training services to local high schools, has interest in a multi-stage partnership with LCS. A move to Trinity will align our Athletic Trainer (ATC) with our existing, long term team doctors – while providing an improved relationship with one of the two large hospital systems in our county, (University of Michigan, though their MedSport division, has declined to bid at this time.) This bid is also the most cost effective bid received, at an annual cost of just under \$45,000. It is just more than a \$10,000 increase from the cost of our ATI contract for the '22-23 school year.

Acquiring bids for this service contract has been challenging. ATI has been very transparent that their corporate offices have dictated that partner school districts bear a much larger portion of the cost of the employee – their bid more than doubled from this year contract cost. MedSport's representative communicated that they are not adding any employees as they evaluate the profitability of these ATC contracts, and will not submit a bid at this time.

Accepting this contract means leaving a seven year connection to ATI, who has been a great partner in providing care to Lincoln athletes. At this time, ATI has let us know that there will be a significant increase in cost (\$70,000, up from \$34, 000) to their services.

In addition, Trinity would like to negotiate with LCS to add a physical therapy clinic inside the Lincoln Athletic Building. This clinic will bring significant rental revenue to the LAB operations and provide an additional medical resource to our students, families, and community. They hope to begin that conversation in the next couple of months, with hopes of ramping up an operation for patient care beginning in January 2024.

The request to approve Trinity as a vendor does not depend on a future PT clinic, we'd ask to move forward with this bid independently of any future plan. The Trinity bid is the most cost effective and creates the most efficiency of great local care for our athletes.

Athletic Training Bid Summaries:

- [Trinity Elite](#) - 1600 total hours, \$28/hour, \$44,800 annually.
- [ATI](#) - 40 hours/week, no hourly rate, \$70,000 annually. [Additional info from ATI](#).
- Medsport - Not in a position to bid at this time. The program director has been told to freeze hiring as they re-evaluate the financial effectiveness of HS ATC contracts.
- Athletico - Will not be submitting a formal bid at this time. Spoke with their regional director out of Iowa - she believed that their bid would be in the range of \$26-28/hr. They have to commit significant resources to evaluating us as a potential partner and asked that we give them some assurances that we would select their contract before moving forward with the full evaluation. They have no interest/ability in the LAB PT Clinic concept at this time and would be bidding only the Athletic Training contract.
- The next closest ATC providers are in the Detroit Metro area - connected to the Beaumont and Henry Ford hospital systems.
- Context - our expiring ATI contract cost ~\$34,000 for the '22-23 school year. All companies expect costs to continue to rise as the medical providers figure out how to make these contracts financially viable. If we continue with Trinity and allow the LAB clinic to happen, our relationship with Trinity will be a financial profit to the district, not a cost.

Desired Board Action: Informational only Board action required

Please keep in mind that in most circumstances, Board policy calls for a two-meeting review of all agenda items requiring action. Incomplete information could result in additional delays.

Board meeting date-First reading: May 8, 2023

Board meeting date-Second reading & approval (If required): May 22, 2023

Who will attend meeting to present request and answer questions? Chris Westfall

Requests and all supporting documentation MUST be received in the Superintendent's office no later than noon the Friday prior to the Executive Committee meeting the week before the scheduled Board of Education meeting. Late requests will be deferred to the following agenda and may compromise your deadline.

Submitted By:

Building/Department Head:

_____ Date

_____ Date

Added benefits to staying with ATI/Considerations if you hire your own AT/Comparison to what other providers can give.

Liability

ATI ensures that our Athletic Trainers:

- Are trained annually with cutting edge science as well as monitor any state mandates regarding
 - Sudden cardiac arrest
 - Concussion protocol
 - Head Injury protocol
- Properly document all interactions with students, student-athletes, or faculty at your school. Our detail when monitoring the day-day healthcare documentation minimizes liability for both ATI and the school institution.

ATI Compliance Team: All ATI athletic trainers are subject to the following:

- Annual compliance training – workplace safety, workplace sensitivity and awareness training
- Documentation standards and state mandates/laws
- Sexual Harassment training
- Code of conduct
- Healthcare Fraud, waste, and abuse training
- HIPAA privacy and security training
- Blood Borne Pathogens training

Additional considerations that ATI currently provides for you.

- Emergency Action Plan development and oversight
- Standing orders- ensuring that our ATs follow the direction of physician order for your athletes
- Monitor License, certifications (NATA/CPR/First Aid), continuing education for athletic trainers
- Career development and continuing education for our staff—Decreasing attrition rate
- Recruiting of new staff ATs if needed (There are currently significant costs associated with the recruitment of athletic trainers)
- Physician relationships- close working relationships to team physicians as well as other specialists ensuring quick access for athletes.
- HIPAA/FERPA compliant storage of medical documentation
- Telehealth options for athletes if they cannot get to physical therapy on-site

Coming in 2023-24.

- School reporting package presenting injury trends with solutions for prevention and risk reduction.
- Additional savings to entire school district by partnering further with ATI. By helping institute a “PT first” approach to musculoskeletal care for district employees we can save you significant dollars off your current musculoskeletal insurance spend.



Trinity Health-Michigan
TrinityElite Sports Performance

**Proposal for Athletic Training Services
at Ypsilanti Lincoln High School**



Trinity Health-Michigan
dba TrinityElite Sports Performance

Date of Incorporation: 5/18/1976

Trinity Health-Michigan is a Nonprofit Organization

Contact information:

Christine M. Mulka, MBA, AT
Community Liaison
Christine.Mulka@trinity-health.org
(734) 751-9461 cell (734) 655-8240 office

Daniel J. Wolocko, PT, SCS, CSCS
Program Director
Daniel.Wolocko@trinity-health.org
(734) 655-8240 office



Trinity Health-Michigan
TrinityElite Sports Performance



For Ten Years, TrinityElite Sports Performance has collaborated with local physicians in delivering its vision to the community:

We will be our regions' trusted source for sports health and wellness, specializing in the comprehensive and individualized care for the athlete in everyone.

Services:

- Sports Medicine
- Physical Therapy
- Performance Training
- Memberships
- Nutrition
- Educational Events
- Facility Rental

Current contracted schools:

- ❖ Livonia Public Schools (Stevenson, Franklin and Churchill)
 - ❖ Schoolcraft College
- ❖ St. Catherine of Siena Academy
 - ❖ Brother Rice
- ❖ Academy of the Sacred Heart
 - ❖ Chelsea HS
 - ❖ Clinton HS
 - ❖ Stockbridge HS
 - ❖ Saline HS

**Trinity Health
Michigan's Promise**

Trinity Health Michigan is a mission-driven, faith-based health organization serving the needs of all-people—our patients, our team and our communities.

We will provide the most accessible and convenient experience across our coordinated continuum of care.

Trinity Health Michigan and our partners will care for all in body, mind and spirit.

We Listen

We Partner in Achieving Health Goals

We make it Easy



Trinity Health-Michigan
TrinityElite Sports Performance

Trinity Health-Michigan dba TrinityElite Sports Performance

13245 Newburgh Rd
Livonia MI 48150
(734) 655-8240
trinityelite@trinity-health.org



Proposal

PREPARED FOR
Chris Westfall
Athletic Director
Lincoln Railsplitter Athletics
7425 Willis Rd
Ypsilanti, MI 48197

DATE: 3/28/2023
TERMS: Net 30
CYCLE: Monthly Invoice

TrinityElite Sports Performance will provide 1600 hours of Athletic Training Services on a mutually agreed schedule at a rate of \$28.00 per hour. Annual cost totals \$44,800.00, billed monthly following the completion of the month. Services will be provided for a period of 43 weeks, August and Academic School Year.

Athletic Trainer hours will flex, per AD and schedule of athletic events, based upon needs to accommodate:

- Lincoln athletics home events
- MHSAA events hosted by school
- Away game coverage for Varsity Football
- Middle school event coverage, as needed
- Post-season/playoff coverage

Service Overview

With the full support of our Trinity Health partners,

1.1 TrinityElite Certified Athletic Trainers (ATC) will provide expertise in the area of athletically induced injury prevention, recognition, immediate treatment, and rehabilitation. Services include:

- 1.1.1 Evaluation of an athlete's ability to continue play and recommendations for further medical attention. The ATC will make referral recommendations based on the nature and extent of each injury. In the event of an emergency, the individual will be transported via community ambulance to the nearest



Trinity Health-Michigan
TrinityElite Sports Performance

appropriate emergency room.

- 1.1.2 Instruction regarding injury prevention i.e. education, taping, padding, and conditioning;
 - 1.1.3 Being available at athletic competitions and practice sessions to assist with the appropriate fitting of personal protective equipment, minimization of playing field/court hazards, advice as to athlete's biomechanical performance, and administration of first aid;
 - 1.1.4 Guidance and recommendations regarding obtaining and maintaining appropriate equipment and supplies;
 - 1.1.5 Assistance in recruitment of student trainers, education of Lincoln HS staff and the public;
 - 1.1.6 Supervision of the operation of an athletic training room facility at Lincoln High School on a regular, daily schedule;
 - 1.1.7 Advise, instruct, and coordinate a team of student athletic trainers comprised of high school students
- 1.2 Additional Terms:
- 1.2.1 The ATC does not provide assessment of cardiovascular or other physiological conditions that are outside the scope of practice of an ATC or exclusively within a physician's area of expertise.
 - 1.2.2 A Trinity Health orthopedic physician with sports medicine expertise will be available to the ATC for consultation in the event of an injury or orthopedic condition that would exceed the ATC's scope of practice. Physician professional services provided under this agreement will be billed to the Student's health insurance or as private pay as applicable in accordance with Trinity Health's billing policies.
 - 1.2.3 All personal and medical information regarding an athlete will be kept confidential. Such information will be released as needed only to health care providers who will be providing patient evaluation and ongoing treatment, as required by law or regulation and/or upon written permission of the parent or guardian. Following authorization from the parent or guardian, the medical condition of the athlete will be discussed with the coaches and athletic director as needed to promote safe participation of the athlete.



Trinity Health-Michigan
TrinityElite Sports Performance

Sincere thanks for allowing TrinityElite to bid on Athletic Training Services for Lincoln Railsplitter Athletics.

A handwritten signature in black ink, appearing to read "Christine M. Mulka".

Christine M. Mulka, MBA, AT
Community Liaison
TrinityElite Sports Performance

A handwritten signature in black ink, appearing to read "Daniel J. Wolocko".

Daniel J. Wolocko, PT, CSC, CSCS
Program Director
TrinityElite Sports Performance



Services Agreement

THIS SERVICES AGREEMENT (this “Agreement”) is made this August 1st 2023 (the “Effective Date”), between Lincoln Consolidated School District (the “School”) and ATI Holdings, LLC, an Illinois limited liability company (the “Contractor”).

WHEREAS, the School desires to have certain athletic training services, pre-game taping, game training supervision and medical assistance services performed in connection with its athletic programs; and

WHEREAS, the Contractor has agreed to perform such services on behalf of the School under terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the parties, intending to be legally bound, and in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

1. Description of Services. The Contractor agrees to furnish all labor services as set forth more fully in Schedule A entitled “Services” hereby referenced and incorporated herein and to attend those events set forth in a Schedule B entitled “Compensation and Attendance Schedule” hereby referenced and incorporated herein. School acknowledges and agrees that the Services are not a substitute for the services of a physician and shall not involve the practice of medicine as regulated by applicable law, and that Contractor shall perform the Services under the direction and control of the School and its athletic trainers, physicians, employees and agents.
2. Home Games. The parties understand and agree that it is the primary responsibility of Contractor to attend scheduled athletic events at the School’s premises or designated “home” field, court, or applicable venue throughout the school year as determined by the athletic director. In the event that there are two home athletic events subject to this Agreement scheduled at the same time, the School’s athletic director or other designee shall notify the Contractor whether personnel shall divide time between the scheduled athletic events subject to the Agreement or whether personnel shall only attend one of the scheduled events.
3. Site of Services and School Support of Programs. The School shall provide at its sole cost and expense appropriate space for the rendering of any sports medicine program services including, but not limited to, appropriate equipment for the development of preventative programs and an appropriate level of sports medicine supplies for the use of its students, as well as technology necessary for Contractor to deliver, document and manage care, whether on-site or via telehealth solutions, including, but not limited to, computer and internet access. The School shall obtain and maintain executed consents from each athlete or participant allowing the Contractor’s personnel to provide medical assistance and/or treatment to such persons, and, if the athlete or participant is under the age of 18, the consent also must be executed by such person’s parent or legal guardian. If the School desires to receive any protected health information of an athlete or participant from the Contractor, the School will cause such person (or their parent or legal guardian) to execute and deliver an acceptable authorization to release medical information. The School shall be solely responsible for determining the times of practice and for scheduling all athletic events subject to this Agreement. The School shall facilitate and notify Contractor of any communications and schedule changes between the School, coaches and the Contractor. The School shall submit to the Contractor within fourteen (14) calendar days after the Effective Date all school holiday practice/game schedules subject to this Agreement. The School must submit schedule changes at least fifteen (15) business days prior to the event in order to facilitate availability of personnel. The School agrees to provide appropriate support for the development of a sports medicine program and the Services to be provided in connection with its sports medicine program and athletic practices and events and



shall designate an individual(s) (athletic director(s)) to directly monitor and evaluate compliance of the Contractor. The School shall be responsible for providing access to all emergency communications. The School also shall be responsible for obtaining any consent or authorization necessary to utilize the application described on Schedule C entitled “Players Health Application Schedule” hereby referenced and incorporated herein, to the extent required under the School’s policies or applicable law. Neither party shall unlawfully discriminate against personnel involved in the provision of Services under this Agreement on the basis of race, religion, sex, color, age, disability, national origin, military service or any other basis prohibited by applicable law.

4. Compensation. The School will pay to the Contractor, for the contemplated performance of Services hereunder, sums as set forth fully in the attached Schedule B “Compensation and Attendance Schedule” incorporated herein. Payment is due within thirty (30) days of the invoice date. The Contractor may assess interest at a rate of 1.5% per month or the highest rate of interest permitted by law (if lower) for payments past due until payment is made, and the School shall be responsible for costs of collection incurred by Contractor, including reasonable attorneys’ fees and court costs.
5. Term. The initial term of this Agreement (the “Initial Term”) will be one (1) year commencing at the start of Services at the School, unless sooner terminated as provided herein, and thereafter will automatically renew for successive additional one-year periods (each a “Renewal Term” and together with the Initial Term, the “Term”), unless sooner terminated as provided herein, provided that the parties shall mutually agree to the fees applicable during any renewal year(s) prior to such renewal (and otherwise the Term will end). Either party may terminate this Agreement in the event of a breach of this Agreement that is not cured within thirty (30) days after written notice, provided that if the breach cannot be cured within the 30-day period, the breaching party shall have additional time of not more than sixty (60) days to cure provided such party actively pursues cure. The Contractor may terminate this Agreement upon written notice if Client fails to pay any amount owed hereunder within forty-five (45) days of the date due, and either party may terminate this Agreement upon sixty (60) days’ prior written notice.
6. Exclusivity. The School agrees that it has not authorized and during the Term of this Agreement, will not authorize or permit, the endorsement or promotion of any services or products directly or indirectly competitive with services offered by the Contractor and/or any of its affiliates.
7. Independent Contractor. It is hereby understood and agreed that the Contractor, in performing this Agreement, is acting in the capacity of an independent contractor, and that the Contractor is not an agent, servant, partner, nor employee of the School. The Contractor will have control over the work to be performed, and shall be solely responsible to pay its own federal, state and local taxes, salaries, social security payments, and any and all other payments incurred by the Contractor in the performance of this Agreement, as well as perform all necessary legal requirements pertaining to employment. None of the benefits provided by the School to its employees, including but not limited to workers’ compensation insurance, disability insurance, medical insurance, and employment insurance are available from the School to the Contractor and/or any and all of the Contractor’s agents, servants, and employees. The Contractor has no authority hereunder to assume or create any obligation or responsibility, express or implied, on behalf or in the name of the School or to bind the School in any way whatsoever.
8. Insurance. The Contractor shall be responsible for providing general liability insurance, professional liability insurance, and workers’ compensation insurance for its athletic trainers and its Services. The limits of liability for Contractor’s general liability and professional liability insurance policies shall be no less than \$1,000,000.00 per occurrence, \$3,000,000.00 per annual aggregate and workers’ compensation coverage in accordance with applicable federal and state statutory requirements. The School shall be responsible for providing general liability insurance including,



premises liability insurance, and professional liability insurance for the activities of its employees. The parties shall provide evidence to each other's satisfaction that such insurance is in force. The parties shall maintain such insurance coverage during the Term. Appropriate certificates evidencing such insurance shall be provided upon request.

9. Indemnification, Limitation of Liability. Each party (in such case, an "Indemnifying Party") agrees to indemnify and hold harmless the other party (in such case, an "Indemnified Party") and the Indemnified Party's directors, members, managers, officers, employees, subcontractors, agents, representatives, volunteers, successors and assigns from any and all claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions of the Indemnifying Party in undertaking the Indemnifying Party's duties under this Agreement. Notwithstanding the foregoing, the School shall not be obligated to indemnify or hold harmless the Contractor for any claims, demands, causes of action, losses and damages arising out of or relating to any alleged acts or omissions from which the School is immune from prosecution or liability under applicable state law. In no event will either party be liable to the other for any incidental or consequential damages claimed to have arisen under or relating to this Agreement.
10. Force Majeure. Neither party shall be liable for any delay, failure or inability to perform its obligations (except the obligation to make payments as provided herein) under this Agreement due to any cause beyond its reasonable control including, but not limited to, Acts of God, civil disturbances, accidents, equipment breakdowns, utility failures, and unavailability of personnel due to disability, leaves or other reasons.
11. Notices. All notices under this Agreement shall be made in writing and shall be deemed to have been given if personally delivered or transmitted by facsimile during regular business hours, or mailed by certified mail, postage pre-paid, return receipt requested, to the School at its last known address, and, if sent to Contractor, addressed to ATI Holdings, LLC, 790 Remington Blvd., Bolingbrook, IL 60440, Attn: Sports Medicine Director, as may be updated by written notice.
12. Assignment. The Contractor shall have the right to subcontract any of the Services to qualified and duly certified personnel provided that the Contractor shall supervise and oversee the performance of such personnel.
13. Non-Solicitation. The School agrees that during the Term and for a period of twelve (12) months after termination of the Agreement, the School shall not without prior written approval of the Contractor, directly or indirectly, take any action that constitutes, results or may reasonably be expected to result in soliciting, inducing or encouraging any of Contractor's personnel providing Services under this Agreement (presently or affiliated with the Contractor in the then most recent twelve (12) month period) to curtail or terminate such person's affiliation or employment, or otherwise solicit, hire or assist others in soliciting or hiring such persons. Nothing herein shall limit the School's right to post opportunities in publications or on-line websites of general or trade circulation, which shall not be a breach of this Agreement provided that it is not directed to Contractor's employees covered by this Agreement.
14. Severability. In the event that any provision of this Agreement, or application of such provision to persons or circumstances is held to be invalid, illegal, or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid, will not be affected thereby, and shall be construed as if such invalid provision had never been contained herein and shall remain valid and enforceable according to its terms.



15. Entire Agreement. This Agreement supersedes and replaces all prior agreements between the parties with respect to the Agreement's subject matter. This Agreement may not be amended or rescinded except by the mutual written consent of authorized representatives of the parties. This Agreement may be assigned to an affiliate of the Contractor or a party acquiring its assets or equity related to this Agreement. Each person executing this Agreement hereby represents and warrants that they have the full authority to execute this document on behalf of their respective party.

16. Governing Law. This Agreement shall be governed by state law in the state in which services are rendered, without regard to rules of conflicts of law.

17. WAIVER OF JURY TRIAL. THE PARTIES IRREVOCABLY WAIVE THEIR RIGHTS TO A JURY TRIAL.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

CONTRACTOR

ATI Holdings, LLC

By: _____
Name:
Title:

SCHOOL

Lincoln Consolidated School District

By: _____
Name:
Title:



Schedule A

Services

The Contractor shall designate an individual to provide the athletic training services described in this Agreement while serving as a head athletic trainer to the School (“Services”). The Services shall consist of:

- (a) Assistance in the coordination of the sports medicine program at the School.
- (b) Advising the School on supplies and training equipment needed for the sports medicine program.
- (c) Assisting the School faculty and athletic coaching staff in the design and implementation of a student sports medicine program.
- (d) Assisting the School faculty and athletic coaching staff in the design and implementation of a continuing education program for the School’s athletic coaching staff.
- (e) Providing conditioning and flexibility training suggestions to the School coaching staff under the direction of a licensed physician to be provided through the School.
- (f) Assistance in monitoring athletic injuries and assistance in developing an injury prevention training program under the direction of a licensed physician to be provided through the School.
- (g) Coordinating and providing injury follow-up and evaluation to assist the treating physicians of students.
- (h) Attendance at the School’s practices, games and other functions as set forth on the attached Schedule B, unless the School has scheduled two or more events at the same time. In such instance, Contractor’s athletic trainer, in conjunction with the School’s athletic director, shall determine which athletic events are to be covered.

The School will confer with the Contractor regarding its selection of team physician and any proposed change to its team physician. The parties acknowledge that from time to time Schedule A may be modified by mutual written consent of parties.



Schedule B

Compensation and Attendance Schedule

The Contractor will provide one (1) certified athletic trainer during the coverage periods below for approximately 40 hours per week during the school year. Coverage shall not exceed six (6) days per week or 40 hours per week. Additional coverage, to the extent available, may be subject to additional per-diem rates. The Contractor will be given a reasonable period of time to identify personnel to provide Services at the commencement of the Agreement and at any time replacement personnel is necessary due to illness or injury, leave of absence, termination of employment or other circumstances. Temporary unavailability of personnel shall not be a breach of this Agreement, including, but not limited to, in-season use of sick time, paid time off and leave. All of the expenses of the Contractor’s athletic trainer are included at no additional charge, except when the School requests the athletic trainer to participate in events requiring travel or overnight lodging to the extent not provided by the School (for example, mileage reimbursement for travel off-campus), which charges will be billed in addition to the fees below. In such instances, the School shall pay the direct costs of such additional expenses as they are incurred by or on behalf of the athletic trainer. In the event that the School desires the Contractor’s athletic trainer to cover other School sporting events (those not indicated on Schedule B), the Contractor and the School will attempt to mutually agree on the coverage of the event and the additional fee for such coverage. The Contractor’s athletic trainer will only cover state sanctioned events. If the School is not a member of a state association, the Contractor’s athletic trainer will only cover school sanctioned events or practices. All events or practices covered are to be mutually agreed upon by the athletic trainer and the athletic director.

The School will provide the Contractor with an opportunity to display signage and banners at each of the athletic events in prominent locations and will allow the Contractor to place information regarding the Contractor’s services and various programs in the School and at the site of the athletic events. The School also will allow the Contractor to display the School name and logo and state that it is the “Preferred Sports Medicine Affiliate” for the School on the Contractor’s marketing and advertising materials including, but not limited to, the website used by the Contractor in its business, marketing brochures, posters and other marketing materials; and the School will place the Contractor’s logo and link to Contractor’s website on the School’s official website athletic page with an announcement that the Contractor is the “Official Sports Medicine Provider” for the School. The School also will provide a minimum of one (1) PA announcement (script written by the Contractor) during all home games (with announcer present), and pre-game announcement stating sports medicine services are provided by the Contractor. The School also will provide Contractor an opportunity to meet with appropriate school personnel regarding potential partnering opportunities for Contractor to provide direct-to-employer services in connection with the School’s health benefits coverage, and, on at least a quarterly basis, an opportunity to provide education to the school’s students, faculty and, if applicable, faculty union representatives on services that Contractor may provide to the broader student population, faculty and staff, and school community, and the marketing opportunities set forth below.

Year One: 2023-2024	\$70,000
Three seasonal statements sent each in the amount of	\$7,000

Billing will be sent on a seasonal basis in September, December and March for review and payment shall be sent to the following address:

ATI Physical Therapy
62718 Collection Center Dr.
Chicago, IL 60693-0627

Considering the uncertainty of the ongoing COVID-19 pandemic, should one or more seasons be cancelled, shortened, or otherwise reduced during the Term, the School shall have the option to (1) terminate the Agreement in accordance with Section 5 and shall only be responsible for the amount due through the termination date prorated



based upon the number of days elapsed during the then-current school year (commencing on or about August 1 and ending on or about May 31), or (2) provide written notice that the School requests a reduced fee of fifty (50%) of the above fees commencing upon the School's delivery of the written notice.

Coverage:

Athletic Training Room and Game coverage are based on 40 hours per week.

Traveling coverage will only be for Sophomore/Varsity football games unless mutually agreed upon between the School and the Contractor.

Fall:

Coverage for all levels at home contests for the following sports:

Boys Football, MS Football, Cross Country, Soccer, Volleyball, and any tournaments hosted by the School.

Winter:

Coverage for all levels at home contests for the following sports:

Basketball, Wrestling, MS Wrestling, Swimming, Competitive Cheer and any tournament hosted by the School.

Spring:

Coverage for all levels at home contests for the following sports:

Baseball, Softball, Track and Field, MS Track, Lacrosse, Tennis, and any tournament hosted by the School.

Summer:

Coverage during the months of June and July will be determined based upon mutual agreement between the School and the Contractor and



Schedule C

Players Health Application

The Contractor has contracted with Ao1 Solutions, Inc. d/b/a Player's Health ("PH"), for the Contractor's use of PH's documentation platform (the "PH Platform"). The Contractor believes that the PH Platform will allow the School and the Contractor to better manage intake and injury documentation in a secure environment, as well as improve communications and reporting on injuries and care. The PH Platform has reporting capabilities that will allow the School and the Contractor to create injury tracking and other reports that the Contractor believes can enhance its Services to the School, as well as provide access to bench-marking data to better evaluate and improve the effectiveness of the Services.

Under the Contractor's agreement with PH, PH is permitted to access and analyze de-identified data within the PH Rehab platform for the purposes of analyzing how organizations and health care providers manage health risk including identifying health and risk management best practices that will produce the most effective outcomes for the purpose of developing insights to standardize best practices ensuring sports organizations are nationally contributing to the safest on-field environment possible. PH is permitted to analyze incident tendencies by age, sports, region, body part, playing surface, etc. to better understand how incidents happen in order to assist sports organizations with new rule changes and best practices to mitigate the likelihood of an incident happening. PH also may analyze the care that is provided to athletes, costs associated with an incident, and provider information in order to assist in understanding the most effective treatment for a specific injury of an athlete at various ages. The contract requires that any and all access and use of shall comply with applicable law, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), as such laws may be amended from time to time. PH has agreed to share this information and analysis with the Contractor in order to better improve the Services. Any and all other uses of information by PH is prohibited under the Agreement.

In order to utilize the PH Platform, the School agrees to obtain any consents or authorizations which may be required under the School's policies or applicable law for the Contractor to populate the PH Platform with information provided by the School relating to the Services. It is understood that Contractor and the PH Platform will be subject to the direction of the School with respect to the use and maintenance of any information provided by the School. By providing information for use in the PH Platform, the School agrees that Contractor and PH may use the information as described above.

LINCOLN CONSOLIDATED SCHOOLS

AGENDA ITEM REQUEST

Completion of this form will help us prepare accurate and complete agendas and explanatory notes for consideration by the Board of Education. It will also ensure timely consideration and/or approval of your request.

Group/Individual Making Request: Philip Bongiorno & Zachary Roberts

Contact Person: Philip Bongiorno Phone/Email: bongiornop@lincolnk12lorg

Topic of Agenda Item: (Be specific)

Food services equipment purchase and renovations. Three estimates will be provided to the board of education along with a proposed recommendation.

Background Data: (To assist in writing corresponding explanatory notes)

State of Michigan spend down request of excess food services fund balance of approximately \$405,000. We are looking to renovate the LHS west serving area/kitchen, and the middle school serving area/kitchen to match the LHS east serving area/kitchen, along with new equipment that matches the LHS east kitchen serving/kitchen area. We are planning on replacing the flooring and painting all areas. We are also looking to add two new walk-in coolers, one at the west end high school and one at Childs elementary school.

Desired Board Action: _____ Informational only _____ Board action required X

Please keep in mind that in most circumstances, Board policy calls for a two-meeting review of all agenda items requiring action. Incomplete information could result in additional delays.

Board meeting date-First reading: May 8, 2023

Board meeting date-Second reading & approval (If required): May 22, 2023

Who will attend meeting to present request and answer questions? Zachary Roberts and Phil Bongiorno

Requests and all supporting documentation MUST be received in the Superintendent's office no later than noon the Friday prior to the Executive Committee meeting the week before the scheduled Board of Education meeting. Late requests will be deferred to the following agenda and may compromise your deadline.

Submitted By:

Building/Department Head:

_____ Date



4/28/23
_____ Date

LINCOLN CONSOLIDATED SCHOOLS

AGENDA ITEM REQUEST

Completion of this form will help us prepare accurate and complete agendas and explanatory notes for consideration by the Board of Education. It will also ensure timely consideration and/or approval of your request.

Group/Individual Making Request: Karensa Smith_____

Contact Person: Karensa Smith_____ Phone/Email: 734.484.7000 ext. 7445_____

Topic of Agenda Item:

- Restorative Practices training for the district during the week the staff returns in August of 2023
- For BFDI International Training Institute to implement a 2-day district-wide restorative practices training (teachers, paras, secretaries, bus drivers, noon supervisors, ancillary staff, administrators, etc...) during our August staff training days
- For BFDI International Training Institute to implement a 2-day specialized training for specific staff (Dean, Behavior Specialists, general education Social Worker, etc...) that teaches them how to facilitate restorative practices conferences during first semester

Background Data:

The process

- The Curriculum leaders met as a team and created a survey to send out to the teaching staff about their professional learning needs for the 23-24 school year. These questions were based on district initiatives as well as what the curriculum leaders were hearing from their colleagues about their needs.
- The draft survey was shared with administration for feedback and input
- During an April/May staff meeting or grade level meeting in all of the buildings, grade levels/departments came together and completed the survey
- Curriculum leaders and the district MICIP team, members of the District Implementation Team reviewed the data and discussed possible next steps

The why:

- Based on the survey results, our number one professional learning need (57%) was "Behavior/discipline strategies." When reviewing the comments, the needs are specifically around restorative practices, de-escalation techniques, and how staff interacts with students when the students are frustrated or having a behavioral issue

Research:

- Three different behavioral/discipline programs have been reviewed
 - Leaving the Village - Kelvin Oliver
 - Behavioral Leadership Academy - Scott Ervin
 - [BFDI International Training Institute](#) - Dr. Keisha Allen

Proposed Plan:

- For BFDI International Training Institute to implement a 2-day district-wide restorative practices training (teachers, paras, secretaries, bus drivers, noon supervisors, ancillary staff, administrators, etc...) during our August staff training days
 - Cost with training and materials for 450 staff = \$213,196.50
- For BFDI International Training Institute to implement a 2-day specialized training for specific staff (Dean, Behavior Specialists, general education Social Worker, etc...) that teaches them how to facilitate restorative practices conferences during first semester
 - Cost with training and materials for 100 staff = \$47,294.50 (will be less with less staff participating)
- Various grant funds will be used to implement the plan

Outcome and impact:

- Participants will understand the fundamental basics, framework, and science of restorative practices
- Participants will learn how to use Restorative Practices in their professional and personal lives
- Participants to learn strategies and key components of planning and facilitating successful restorative circles
- Participants will know how to effectively interact with students when they are frustrated or showing behavioral issues
- Participants will use the learned techniques to help de-escalate students
- Office referrals will decrease
- Students' time in class will increase
- Relationships between staff and students will increase
- Relationships amongst staff will increase
- Staff morale will increase

Desired Board Action: _____ Informational only _____ x _____ Board action required _____

Please keep in mind that in most circumstances, Board policy calls for a two-meeting review of all agenda items requiring action. Incomplete information could result in additional delays.

Board meeting date-First reading: May 8, 2023 _____

Board meeting date-Second reading & approval (If required): _____ May 22, 2023 _____

Who will attend the meeting to present the request and answer questions? _____ Karensa Smith _____

Requests and all supporting documentation MUST be received in the Superintendent's office no later than noon the Friday prior to the Executive Committee meeting the week before the scheduled Board of Education meeting. Late requests will be deferred to the following agenda and may compromise your deadline.

Submitted By:

Building/Department Head:

Karensa Smith May 4, 2023
Date Date

**WISD Board Election and
Budget Review Timeline/Deadlines 2023**

Date/Deadline	ISD Board ELECTION	ISD BUDGET Review
Immediate	Nominating petitions and Affidavit of Identity available at Washtenaw County Clerk's Office.	
January 24, 2023		WISD Board of Education 2022-2023 Budget Amendments @ Board Meeting, 5:00 p.m.
April 11, 2023		WISD Board of Education 2023-24 Budget Review @ Board Meeting 5:00 p.m.
April 20, 2023		WASB 2023-24 Budget Review Meeting, 6:00 p.m.
May 1, 2023		WISD 2023-24 General Education Fund budget submitted to local districts.
April – May 2023	Local School Districts may <u>consider</u> the resolution of a voting representative for the June ISD election at a Board meeting prior to 05/15/2023 and appoint a voting representative by resolution at ANOTHER public meeting no earlier than 05/15/2023.	
May 8, 2023	Nominating petitions/or \$100 fee and Affidavit of Identity due at County Clerk.	
May 15, 2023	Earliest date local district boards can <u>designate</u> voting representative by resolution and <u>identify</u> the candidates the Board supports for open ISD seats.	
May 26, 2023	Deadline for notifying local district/ delegates of hour/place for WISD election.	
June 1, 2023		Deadline for local district response to WISD General Education Fund budget. Local district Boards must consider a resolution of support or may indicate specific recommendations for changes.
June 5, 2023	Last day local district boards can designate delegates/candidates.	
June 5, 2023	ISD board election. 6:00 p.m.	
June 27, 2023		WISD Board adopts 2023-24 General Education Fund budget.
Candidate Responsibility		
Local District Responsibility		
WISD Responsibility		

380.614 Board; election of members; resolution; notice of meeting; acting chairperson and secretary; open meeting; term; vacancy; nominating petition; signatures; filing petition and affidavit; ballots; filing fee. Sec. 614.

(1) Except as provided in section 615 and subject to section 642c of the Michigan election law, MCL 168.642c, the members of the intermediate school board shall be elected biennially on the **first Monday in June** by an electoral body composed of 1 person designated by the board of each constituent school district.

(2) The board of a constituent district shall designate its representative to this electoral body by resolution **adopted not earlier than 21 days before the date of this biennial election**. The board shall consider the resolution at not less than 1 public meeting before adopting the resolution. The resolution shall be adopted by majority vote of the members serving on the board. In its resolution designating its representative, the board of a constituent district shall identify the candidate the board supports for each position to be filled on the intermediate school board and shall direct its representative to vote for that individual or individuals at least on the first ballot taken by the electoral body. **The secretary of the intermediate school board shall send a notice by certified mail of the hour and place of the meeting of the electoral body described in subsection (1) to the secretary of the board of each constituent school district at least 10 days before the meeting.** The president and secretary of the intermediate school board shall act as chairperson and secretary at the meeting. The meeting of the electoral body shall be an open meeting conducted in the manner prescribed under the open meetings act, 1976 PA 267, MCL 15.261 to 15.275.

(3) Except as provided in section 703, the term of office of each member elected to the intermediate school board is 6 years and begins on July 1 following election. Not more than 2 members of the intermediate school board shall be from the same school district unless there are fewer districts than there are positions to be filled.

(4) A vacancy shall be filled by the remaining members of the intermediate school board until the next biennial election at which time the vacancy shall be filled for the balance of the unexpired term. Notice of the vacancy shall be filed with the state board within 5 days after the vacancy occurs. If the vacancy is not filled within 30 days after it occurs, the vacancy shall be filled by the state board.

(5) Subject to subsection, a candidate for election to the intermediate school board shall be nominated by petitions that are signed by a number of school electors of the combined constituent school districts of the intermediate school district, as follows: (a) If the population of the intermediate school district is less than 10,000 according to the most recent federal census, a minimum of 6 and a maximum of 20. (b) If the population of the intermediate school district is 10,000 or more according to the most recent federal census, a minimum of 40 and a maximum of 100.

(6) A school elector may sign as many petitions as there are vacancies to fill. Nominating petitions and an affidavit as provided in section 558 of the Michigan election law, MCL 168.558, shall be filed with the school district filing official not later than 30 days before the date of the biennial election under subsection (1). The school district filing official shall determine the sufficiency of the petitions and the eligibility of the candidates nominated. The school district filing official shall provide ballots for the biennial election, listing on the ballots the names of all candidates properly nominated. The chairperson of the biennial election meeting may accept nominations for a vacancy from the floor only if no nominating petitions have been filed for the vacancy.

(7) Instead of filing nominating petitions, a candidate for election to the intermediate school board may pay a nonrefundable filing fee of \$100.00 to the school district filing official. If this fee is paid by the due date for nominating petitions, the payment has the same effect under this section as the filing of nominating petitions.

**GENERAL APPROPRIATIONS RESOLUTION
RESOLUTION FOR ADOPTION BY THE BOARD OF EDUCATION
WASHTENAW INTERMEDIATE SCHOOL DISTRICT
GENERAL EDUCATION BUDGET 4/11/23**

RESOLVED, that this resolution shall be the general appropriations of the Washtenaw Intermediate School District for the fiscal year 2023-2024; A resolution to make appropriations; and to provide for the disposition of all income received by the Washtenaw Intermediate School District.

BE IT FURTHER RESOLVED, that the total revenue, including a tax levy of **.0937 mills**, and unappropriated fund balance be available for appropriations in the **GENERAL EDUCATION FUND** of the Washtenaw Intermediate School District for the fiscal year 2023-2024 as follows:

REVENUES	<u>Original</u>
Local Revenue	\$ 4,018,469
State Revenue	14,568,254
Federal Revenue	6,300,571
Incoming Transfers & Other Transactions	4,601,837
Fund Modifications	<u>46,088</u>
TOTAL REVENUE AND INCOMING TRANSFERS	\$ 29,535,219
FUND BALANCE AS OF JULY 1ST	\$ 4,354,947
Less Appropriated Fund Balance	
FUND BALANCE AVAILABLE TO APPROPRIATE	<u>\$ 4,354,947</u>
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	\$ 33,890,166

BE IT FURTHER RESOLVED, that \$30,221,808 of the total available to appropriate in the **GENERAL EDUCATION FUND** is hereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES	
Basic Programs, Instruction	\$ 1,874,911
Added Needs, Instruction	-
Adult Continuing Education	400,034
Pupil Support	2,226,197
Instructional Support	6,957,945
General Administration	799,325
School Administration	99,584
Business Support	381,965
Operations/Maintenance	439,270
Transportation	92,267
Central Services	4,300,496
Other Support Services	130,453
Community Services	<u>1,690,549</u>
	\$ 19,392,996
Outgoing Transfers & Other Transactions	10,828,812
Other Financing Uses	-
Fund Modifications	-
TOTAL APPROPRIATED	<u>\$ 30,221,808</u>
FUND BALANCE ENDING JUNE 30TH	<u>\$ 3,668,358</u>

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
GENERAL EDUCATION BUDGET COMPARISON
2023-2024 BUDGET REVIEW**

	2021-22 Actual Revenue & Expenses	2022-23 Amended 1/24/23 Budget	2023-24 Projected Budget
REVENUES			
Local Revenue 100	\$ 2,585,806	\$ 3,426,532	\$ 4,018,469
State Revenue 300	14,341,927	16,896,298	14,568,254
Federal Revenue 400	7,638,823	8,197,696	6,300,571
Incoming Transfers & Other Transactions 500	2,487,530	4,296,405	4,601,837
Fund Modifications 600	46,372	76,562	46,088
TOTAL REVENUE AND INCOMING TRANSFERS	\$ 27,100,458	\$ 32,893,493	\$ 29,535,219
EXPENDITURES			
Basic Programs, Instruction 110	\$ 508,423	\$ 1,894,911	\$ 1,874,911
Added Needs, Instruction 120	38,511	61,177	-
Adult and Continuing Education 130	331,403	279,348	400,034
Pupil Support 210	1,824,325	3,223,588	2,226,197
Instructional Support 220	4,744,221	6,882,276	6,957,945
General Administration 230	492,494	765,425	799,325
School Administration 240	56,703	-	99,584
Business Support 250	403,694	452,346	381,965
Operations/Maintenance 260	399,180	790,526	439,270
Transportation 270	58,019	110,463	92,267
Central Services 280	3,387,346	4,227,376	4,300,496
Other Support Services 290	103,700	119,894	130,453
Community Services 300	1,210,146	1,422,931	\$ 1,690,549
TOTAL EXPENDITURES	\$ 13,558,165	\$ 20,230,261	\$ 19,392,996
Outgoing Transfers & Other Transactions 400	13,074,767	13,230,118	10,828,812
Other financing uses	166,614	21,900	-
Fund Modifications 600	-	300,912	-
TOTAL EXPENDITURES AND OTHER TRANSACTIONS	\$ 26,799,546	\$ 33,783,191	\$ 30,221,808
EXCESS REVENUE OR (EXPENDITURES)	\$ 300,912	\$ (889,698)	\$ (686,589)
FUND BALANCE AS OF JULY 1ST	4,943,733	\$ 5,244,645	\$ 4,354,947
FUND BALANCE ENDING JUNE 30TH	\$ 5,244,645	\$ 4,354,947	\$ 3,668,358

General Education 2023-24	REGULAR BUDGET	1069 Colligan REMC 2024	2251 Heaviland Mental Health and Support Services 2021	2252 Heaviland Mental Health and Support Services 2022	2253 Heaviland Mental Health and Support Services 2023	2273 Heaviland ISD Mental Health Admin 2023
TITLES						
REVENUES						
Local Sources	\$ 2,258,143	\$ -	\$ 94,880	\$ 81,780	\$ 86,383	\$ -
State Sources	2,889,621	-	231,022	748,210	274,438	18,071
Federal Sources		-	-	-	-	-
Incoming Transfers/Other	363,936	-	-	-	-	-
Fund Modifications	46,088	-	-	-	-	-
TOTAL REVENUES	\$ 5,557,788	\$ -	\$ 325,902	\$ 829,990	\$ 360,821	\$ 18,071
EXPENDITURES						
Basic Programs, Instruct. 110	\$ 1,700	\$ -	\$ -	\$ -	\$ -	\$ -
Added Needs, Instruct. 120	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	-	-	-
Pupil Support 210	173,655	-	241,409	651,161	226,307	-
Instructional Staff Support 220	2,066,671	3,400	84,493	178,829	134,514	-
General Administration 230	799,325	-	-	-	-	-
School Administration 240	-	-	-	-	-	-
Business Support 250	248,331	-	-	-	-	-
Operations /Maintenance 260	430,270	-	-	-	-	-
Transportation 270	72,267	-	-	-	-	-
Central Support 280	2,146,108	-	-	-	-	18,071
Other Support 290	130,453	-	-	-	-	-
Community Services 300	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 6,068,780	\$ 3,400	\$ 325,902	\$ 829,990	\$ 360,821	\$ 18,071
Outgoing Transfers/Other 400	34,643	-	-	-	-	-
Other Financing Uses 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Modifications 600	(58,404)	-	-	-	-	-
TOTAL APPROPRIATED	\$ 6,045,019	\$ 3,400	\$ 325,902	\$ 829,990	\$ 360,821	\$ 18,071
EXCESS REV/EXPENSE	\$ (487,231)	\$ (3,400)	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ 4,354,947	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ 3,867,716	\$ (3,400)	\$ -	\$ -	\$ -	\$ -

General Education 2023-24	3293/4 Banks Mistem Advisory	3314 Banks ADULT ED	3323 Banks Mistem Region	3363 Banks Early literacy	3404 Manuszak GSRP Formula	3433/3434 Manuszak Great Start 32p 990	3433/3434 Manuszak Great Start 32p 991
TITLES	2023 / 2024	2024	2023	2023	2024	2023 / 2024	2023 / 2024
REVENUES							
Local Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Sources	154,446	2,391,095	301,901	839,470	6,236,350	181,430	46,872
Federal Sources	-	-	-	-	-	-	-
Incoming Transfers/Other	-	-	-	-	-	-	-
Fund Modifications	-	-	-	-	-	-	-
TOTAL REVENUES	\$ 154,446	\$ 2,391,095	\$ 301,901	\$ 839,470	\$ 6,236,350	\$ 181,430	\$ 46,872
EXPENDITURES							
Basic Programs, Instruct. 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Added Needs, Instruct. 120	-	-	-	-	-	-	-
Adult Continuing Education 130	-	399,619	-	-	-	-	-
Pupil Support 210	-	25,349	-	-	-	-	46,872
Instructional Staff Support 220	141,493	17,304	256,905	439,470	1,105,620	-	-
General Administration 230	-	-	-	-	-	-	-
School Administration 240	-	95,017	-	-	-	-	-
Business Support 250	12,953	-	44,996	-	75,685	-	-
Operations /Maintenance 260	-	9,000	-	-	-	-	-
Transportation 270	-	-	-	-	-	-	-
Central Support 280	-	31,266	-	-	182,706	-	-
Other Support 290	-	-	-	-	-	-	-
Community Services 300	-	-	-	-	-	181,430	-
TOTAL EXPENDITURES	\$ 154,446	\$ 577,555	\$ 301,901	\$ 439,470	\$ 1,364,011	\$ 181,430	\$ 46,872
Outgoing Transfers/Other 400	-	1,813,540	-	400,000	4,872,339	-	-
Other Financing Uses 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Modifications 600	-	-	-	-	-	-	-
TOTAL APPROPRIATED	\$ 154,446	\$ 2,391,095	\$ 301,901	\$ 839,470	\$ 6,236,350	\$ 181,430	\$ 46,872
EXCESS REV/EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

General Education 2023-24	3433/3434 Manuszak Great Start 32p HV 997 2023 / 2024	4004 Heaviland Perkins 2024	6173/4 Hierman TI RAG 2023 / 2024	6183 Vannatter HRA 2023	6353/4 Hierman McKinney Vent0 2023 / 2024	6362 Hierman ARP Mckinney Vento 2022	7023 Banks Afghan Impact Support 2023	7234 Manuszak 000/987/988 Head Start 2024
TITLES								
REVENUES								
Local Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Sources	128,643	-	-	-	-	-	-	-
Federal Sources	-	481,016	165,938	55,074	57,258	55,706	177,736	4,988,464
Incoming Transfers/Other	-	-	-	-	-	-	-	-
Fund Modifications	-	-	-	-	-	-	-	-
TOTAL REVENUES	\$ 128,643	\$ 481,016	\$ 165,938	\$ 55,074	\$ 57,258	\$ 55,706	\$ 177,736	\$ 4,988,464
EXPENDITURES								
Basic Programs, Instruct. 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Added Needs, Instruct. 120	-	-	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	-	-	-	-	-
Pupil Support 210	122,292	-	-	55,074	-	-	-	-
Instructional Staff Support 220	6,351	-	2,751	-	-	55,706	177,736	414,119
General Administration 230	-	-	-	-	-	-	-	-
School Administration 240	-	-	-	-	-	-	-	-
Business Support 250	-	-	-	-	-	-	-	-
Operations /Maintenance 260	-	-	-	-	-	-	-	-
Transportation 270	-	-	-	-	-	-	-	-
Central Support 280	-	-	163,187	-	-	-	-	367,214
Other Support 290	-	-	-	-	-	-	-	-
Community Services 300	-	-	-	-	57,258	-	-	989,857
TOTAL EXPENDITURES	\$ 128,643	\$ -	\$ 165,938	\$ 55,074	\$ 57,258	\$ 55,706	\$ 177,736	\$ 1,771,190
Outgoing Transfers/Other 400	-	481,016	-	-	-	-	-	3,217,274
Other Financing Uses 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Modifications 600	-	-	-	-	-	-	-	-
TOTAL APPROPRIATED	\$ 128,643	\$ 481,016	\$ 165,938	\$ 55,074	\$ 57,258	\$ 55,706	\$ 177,736	\$ 4,988,464
EXCESS REV/EXPENSE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

General Education 2023-24	9615 Hierman Umatter 2024	9625 Norman Wash County Savings Plan 2024	9633 Heaviland Cradle to Career 2024	9634 Norman Justice Leaders 2024	942-9640 Colligan Mich Virtual University 2024	943-9640 Colligan Follett 2024	947-9640 Colligan LEA Fiber Pole Fees 2024	949-9640 Colligan PSSE Gen Ed 504 2024	9660 Colligan LEA Tech Services 2024
TITLES									
REVENUES									
Local Sources	\$ 543,784	\$ 276,861	\$ 241,642	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Sources	-	-	-	-	-	-	-	-	-
Federal Sources	-	-	-	-	-	-	-	-	-
Incoming Transfers/Other	-	-	-	20,000	1,873,211	98,768	15,319	9,045	1,159,258
Fund Modifications	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	\$ 543,784	\$ 276,861	\$ 241,642	\$ 20,000	\$ 1,873,211	\$ 98,768	\$ 15,319	\$ 9,045	\$ 1,159,258
EXPENDITURES									
Basic Programs, Instruct. 110	\$ -	\$ -	\$ -	\$ -	\$ 1,873,211	\$ -	\$ -	\$ -	\$ -
Added Needs, Instruct. 120	-	-	-	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	-	-	-	-	-	-
Pupil Support 210	241,668	-	241,642	-	-	-	-	-	-
Instructional Staff Support 220	227,140	-	-	150,000	-	-	-	-	-
General Administration 230	-	-	-	-	-	-	-	-	-
School Administration 240	-	-	-	-	-	-	-	-	-
Business Support 250	-	-	-	-	-	-	-	-	-
Operations /Maintenance 260	-	-	-	-	-	-	-	-	-
Transportation 270	-	-	-	-	-	-	-	-	-
Central Support 280	-	-	-	-	-	98,768	15,319	9,045	1,104,854
Other Support 290	-	-	-	-	-	-	-	-	-
Community Services 300	74,976	276,861	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 543,784	\$ 276,861	\$ 241,642	\$ 150,000	\$ 1,873,211	\$ 98,768	\$ 15,319	\$ 9,045	\$ 1,104,854
Outgoing Transfers/Other 400	-	-	-	-	-	-	-	-	-
Other Financing Uses 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Modifications 600	-	-	-	-	-	-	-	-	54,404
TOTAL APPROPRIATED	\$ 543,784	\$ 276,861	\$ 241,642	\$ 150,000	\$ 1,873,211	\$ 98,768	\$ 15,319	\$ 9,045	\$ 1,159,258
EXCESS REV/EXPENSE	\$ -	\$ -	\$ -	\$ (130,000)	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ (130,000)	\$ -	\$ -	\$ -	\$ -	\$ -

General Education 2023-24	9670 Heaviland Homeless Donations Rest 2024	9675 Banks Teacher Action Research 2024	9685 Heaviland Health School MDHHS 2024	9700 Higgins Fingerprinting and ICHAT 2024	9749 Banks RTC 2024	9751 Banks GOISD RMI Tri County 2024	9785 Long Success by 6 Early Childhood 2024
TITLES							
REVENUES							
Local Sources	\$ 20,000	\$ -	\$ -	\$ 78,000	\$ -	\$ -	\$ 162,762
State Sources	-	-	126,685	-	-	-	-
Federal Sources	-	-	-	-	-	-	-
Incoming Transfers/Other	-	60,000	-	20,000	393,000	510,000	-
Fund Modifications	-	-	-	-	-	-	-
TOTAL REVENUES	\$ 20,000	\$ 60,000	\$ 126,685	\$ 98,000	\$ 393,000	\$ 510,000	\$ 162,762
EXPENDITURES							
Basic Programs, Instruct. 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Added Needs, Instruct. 120	-	-	-	-	-	-	-
Adult Continuing Education 130	-	-	-	-	-	-	-
Pupil Support 210	-	-	122,685	-	-	-	-
Instructional Staff Support 220	-	50,000	-	-	393,000	510,000	52,595
General Administration 230	-	-	-	-	-	-	-
School Administration 240	-	-	-	-	-	-	-
Business Support 250	-	-	-	-	-	-	-
Operations /Maintenance 260	-	-	-	-	-	-	-
Transportation 270	20,000	-	-	-	-	-	-
Central Support 280	-	-	-	163,958	-	-	-
Other Support 290	-	-	-	-	-	-	-
Community Services 300	-	-	-	-	-	-	110,167
TOTAL EXPENDITURES	\$ 20,000	\$ 50,000	\$ 122,685	\$ 163,958	\$ 393,000	\$ 510,000	\$ 162,762
Outgoing Transfers/Other 400	-	10,000	-	-	-	-	-
Other Financing Uses 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Modifications 600	-	-	4,000	-	-	-	-
TOTAL APPROPRIATED	\$ 20,000	\$ 60,000	\$ 126,685	\$ 163,958	\$ 393,000	\$ 510,000	\$ 162,762
EXCESS REV/EXPENSE	\$ -	\$ -	\$ -	\$ (65,958)	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ (65,958)	\$ -	\$ -	\$ -

General Education 2023-24	9790 Kruk Coordinated Funding 2024	9875 Norman My Brothers Keeper 2024	9894 Heaviland SNAP - Ed Banks 2024	9895 Heaviland Adjudicated Jail 2024	TOTALS
TITLES					
REVENUES					
Local Sources	\$ 47,519	\$ 70,715	\$ -	\$ 56,000	4,018,469
State Sources	-	-	-	-	14,568,254
Federal Sources	-	-	319,379	-	6,300,571
Incoming Transfers/Other	-	55,000	-	24,300	4,601,837
Fund Modifications	-	-	-	-	46,088
TOTAL REVENUES	\$ 47,519	\$ 125,715	\$ 319,379	\$ 80,300	\$ 29,535,219
EXPENDITURES					
Basic Programs, Instruct. 110	\$ -	\$ -	\$ -	\$ -	1,874,911
Added Needs, Instruct. 120	-	-	-	-	-
Adult Continuing Education 130	-	-	-	415	400,034
Pupil Support 210	47,519	-	-	30,564	2,226,197
Instructional Staff Support 220	-	125,715	319,379	44,754	6,957,945
General Administration 230	-	-	-	-	799,325
School Administration 240	-	-	-	4,567	99,584
Business Support 250	-	-	-	-	381,965
Operations /Maintenance 260	-	-	-	-	439,270
Transportation 270	-	-	-	-	92,267
Central Support 280	-	-	-	-	4,300,496
Other Support 290	-	-	-	-	130,453
Community Services 300	-	-	-	-	1,690,549
TOTAL EXPENDITURES	\$ 47,519	\$ 125,715	\$ 319,379	\$ 80,300	19,392,996
Outgoing Transfers/Other 400	-	-	-	-	10,828,812
Other Financing Uses 500	\$ -	\$ -	\$ -	\$ -	-
Fund Modifications 600	-	-	-	-	-
TOTAL APPROPRIATED	\$ 47,519	\$ 125,715	\$ 319,379	\$ 80,300	\$ 30,221,808
EXCESS REV/EXPENSE	\$ -	\$ -	\$ -	\$ -	(686,589)
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	4,354,947
ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	3,668,358

**GENERAL APPROPRIATIONS RESOLUTION
RESOLUTION FOR ADOPTION BY THE BOARD OF EDUCATION
WASHTENAW INTERMEDIATE SCHOOL DISTRICT
SPECIAL EDUCATION BUDGET 4/11/23**

RESOLVED, that this resolution shall be the general appropriations of the Washtenaw Intermediate School District for the fiscal year 2023-2024; A resolution to make appropriations; and to provide for the disposition of all income received by the Washtenaw Intermediate School District.

BE IT FURTHER RESOLVED, that the total revenue, including a tax levy of **5.1774 mills**, and unappropriated fund balance be available for appropriations in the **SPECIAL EDUCATION FUND** of the Washtenaw Intermediate School District for the fiscal year 2023-2024 as follows:

REVENUES	Original
Local Revenue	\$ 108,686,277
State Revenue	18,011,513
Federal Revenue	12,339,885
Incoming Transfers & Other Transactions	346,604
Fund Modifications	136,766
TOTAL REVENUE AND INCOMING TRANSFERS	\$ 139,521,045
FUND BALANCE AS OF JULY 1ST	\$ 3,000,000
Less Appropriated Fund Balance	
FUND BALANCE AVAILABLE TO APPROPRIATE	\$ 3,000,000
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	\$ 142,521,045

BE IT FURTHER RESOLVED, that \$139,521,045 of the total available to appropriate in the **SPECIAL EDUCATION FUND** is hereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES	
Basic Programs, Instruction	\$ -
Added Needs, Instruction	\$ 21,012,864
Pupil Support	\$ 21,594,955
Instructional Support	\$ 5,165,022
General Administration	\$ 334,123
School Administration	\$ 311,417
Business Support	\$ 1,692,705
Operations/Maintenance	\$ 2,438,840
Transportation	\$ 70,890
Central Services	\$ 3,866,641
Other Support Services	\$ 21,240
Community Services	\$ 224,229
	\$ 56,732,926
Outgoing Transfers & Other Transactions	81,269,825
Other Financing Uses	993,294
Fund Modifications	525,000
TOTAL APPROPRIATED	\$ 139,521,045
FUND BALANCE ENDING JUNE 30TH	\$ 3,000,000

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
SPECIAL EDUCATION BUDGET COMPARISON
2023-2024 BUDGET REVIEW/ADOPTION**

	2021-22 Actual Revenue & Expenses	2022-23 Amended 1/24/23 Budget	2023-24 Projected Budget
REVENUES			
Local Revenue 100	\$ 99,088,356	\$ 99,900,860	\$ 108,686,277
State Revenue 300	16,370,559	17,804,640	18,011,513
Federal Revenue 400	12,587,030	15,283,313	12,339,885
Incoming Transfers & Other Transactions 500	243,452	467,231	346,604
Fund Modifications 600	308,300	136,766	136,766
TOTAL REVENUE AND INCOMING TRANSFERS	\$ 128,597,697	\$ 133,592,810	\$ 139,521,045
EXPENDITURES			
Basic Programs, Instruction 110	\$ -	\$ -	\$ -
Added Needs, Instruction 120	14,798,628	19,637,085	21,012,864
Pupil Support 210	15,094,717	18,083,927	21,594,955
Instructional Support 220	3,329,393	4,703,526	5,165,022
General Administration 230	212,183	319,739	334,123
School Administration 240	269,787	304,413	311,417
Business Support 250	1,398,329	1,535,617	1,692,705
Operations/Maintenance 260	2,406,806	2,393,908	2,438,840
Transportation 270	8,716	70,890	70,890
Central Services 280	2,598,497	3,589,602	3,866,641
Other Support Services 290	17,136	19,676	21,240
Community Services 300	245,469	224,229	224,229
TOTAL EXPENDITURES	\$ 40,379,662	\$ 50,882,612	\$ 56,732,926
Outgoing Transfers & Other Transactions 400	85,392,036	82,676,227	81,269,825
Other Financing Uses 500	895,496	918,809	993,294
Fund Modifications 600	508,430	627,238	525,000
TOTAL EXPENDITURES AND OTHER TRANSACTIONS	\$ 127,175,625	\$ 135,104,886	\$ 139,521,045
EXCESS REVENUE OR (EXPENDITURES)	\$ 1,422,072	\$ (1,512,076)	\$ -
FUND BALANCE AS OF JULY 1ST	3,090,004	\$ 4,512,076	\$ 3,000,000
FUND BALANCE ENDING JUNE 30TH	\$ 4,512,076	\$ 3,000,000	\$ 3,000,000

Special Education
2023-24

TITLES	REGULAR BUDGET	1034 Marcel Juv Dtn St Aid 2024	3263/3264 Pogliano Early on 54D 2023 / 2024	6164 Vannatter Title I Part D 2024	7574 Pogliano Early On 2024	8014 Vannatter IDEA Flowthrough 2024
REVENUES						
Local Sources 100	\$ 108,633,391	\$ -	\$ -	\$ -	\$ -	\$ -
State Sources 300	16,333,274	1,355,700	322,539	-	-	-
Federal Sources 400	-	-	-	71,600	350,688	11,424,549
Incoming Transfers/Other 500	100,000	-	-	-	-	-
Fund Modifications 600	136,766	-	-	-	-	-
TOTAL REVENUES	\$ 125,203,431	\$ 1,355,700	\$ 322,539	\$ 71,600	\$ 350,688	\$ 11,424,549
EXPENDITURES						
Basic Programs, Instr. 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Added Needs 120	20,605,948	-	-	-	-	129,211
Pupil Support 210	19,050,997	-	218,104	71,600	209,199	113,154
Instructional Staff 220	3,902,968	-	104,435	-	141,489	296,931
General Administration 230	334,123	-	-	-	-	-
School Administration 240	311,417	-	-	-	-	-
Business Support 250	1,692,705	-	-	-	-	-
Operations /Maintenance 260	2,438,840	-	-	-	-	-
Transportation 270	70,890	-	-	-	-	-
Central Support Services 280	3,866,641	-	-	-	-	-
Pupil Activites 290	21,240	-	-	-	-	-
Community Services 300	10,000	-	-	-	-	214,229
TOTAL EXPENDITURES	\$ 52,305,769	\$ -	\$ 322,539	\$ 71,600	\$ 350,688	\$ 753,525
Outgoing Transfers/Other 400	69,007,867	1,355,700	-	-	-	10,602,024
Other financing uses 500	993,294	-	-	-	-	-
Fund Modifications 600	451,500	-	-	-	-	69,000
TOTAL APPROPRIATED	\$ 122,758,430	\$ 1,355,700	\$ 322,539	\$ 71,600	\$ 350,688	\$ 11,424,549
EXCESS REV/EXPENSE	\$ 2,445,001	\$ -	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ 3,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ 5,445,001	\$ -	\$ -	\$ -	\$ -	\$ -

Special Education 2023-24		36274					
TITLES	8054 Vannatter IDEA Preschool 2024	8114 Vannatter Se Supervision 2024	9829 Vannatter EMU Para 2024	9835 Vannatter HP Donations 2024	9840-015 Vannatter Nursing Services Milan & Lincoln	9840-021 Vannatter Psych Services Lincoln	
REVENUES							
Local Sources 100	\$ -	\$ -	\$ -	\$ 52,886	\$ -	\$ -	
State Sources 300	-	-	-	-	-	-	
Federal Sources 400	304,234	188,814	-	-	-	-	
Incoming Transfers/Other 500	-	-	-	-	24,600	11,614	
Fund Modifications 600	-	-	-	-	-	-	
TOTAL REVENUES	\$ 304,234	\$ 188,814	\$ -	\$ 52,886	\$ 24,600	\$ 11,614	
EXPENDITURES							
Basic Programs, Instr. 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Added Needs 120	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Pupil Support 210	-	66,029	-	-	313,618	148,070	
Instructional Staff 220	-	118,285	548,028	52,886	-	-	
General Administration 230	-	-	-	-	-	-	
School Administration 240	-	-	-	-	-	-	
Business Support 250	-	-	-	-	-	-	
Operations /Maintenance 260	-	-	-	-	-	-	
Transportation 270	-	-	-	-	-	-	
Central Support Services 280	-	-	-	-	-	-	
Pupil Activites 290	-	-	-	-	-	-	
Community Services 300	-	-	-	-	-	-	
TOTAL EXPENDITURES	\$ -	\$ 184,314	\$ 548,028	\$ 52,886	\$ 313,618	\$ 148,070	
Outgoing Transfers/Other 400	304,234	-	-	-	-	-	
Other financing uses 500	-	-	-	-	-	-	
Fund Modifications 600	-	4,500	-	-	-	-	
TOTAL APPROPRIATED	\$ 304,234	\$ 188,814	\$ 548,028	\$ 52,886	\$ 313,618	\$ 148,070	
EXCESS REV/EXPENSE	\$ -	\$ -	\$ (548,028)	\$ -	\$ (289,018)	\$ (136,456)	
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
ENDING FUND BALANCE	\$ -	\$ -	\$ (548,028)	\$ -	\$ (289,018)	\$ (136,456)	

Special Education
2023-24

TITLES	9840-075 Vannatter Adaptive PE Ann Arbor	9840-061 Vannatter TC Svs WTMC	9840-196 Vannatter TC Svs Dexter TA	9850-061TC Vannatter Ancillary Svs WAVE	9855 Vannatter Ancillary Svs ECA	9859 Vannatter Ancillary Svs IB - WIHI	9895 Adjudicated Jail Vannatter 2023
REVENUES							
Local Sources 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Sources 300	-	-	-	-	-	-	-
Federal Sources 400	-	-	-	-	-	-	-
Incoming Transfers/Other 500	5,602	9,880	21,783	48,597	11,607	25,962	86,959
Fund Modifications 600	-	-	-	-	-	-	-
TOTAL REVENUES	\$ 5,602	\$ 9,880	\$ 21,783	\$ 48,597	\$ 11,607	\$ 25,962	\$ 86,959
EXPENDITURES							
Basic Programs, Instr. 110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Added Needs 120	\$ -	\$ -	\$ 277,705	\$ -	\$ -	\$ -	\$ -
Pupil Support 210	71,418	125,961	-	619,548	169,304	330,994	86,959
Instructional Staff 220	-	-	-	-	-	-	-
General Administration 230	-	-	-	-	-	-	-
School Administration 240	-	-	-	-	-	-	-
Business Support 250	-	-	-	-	-	-	-
Operations /Maintenance 260	-	-	-	-	-	-	-
Transportation 270	-	-	-	-	-	-	-
Central Support Services 280	-	-	-	-	-	-	-
Pupil Activities 290	-	-	-	-	-	-	-
Community Services 300	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 71,418	\$ 125,961	\$ 277,705	\$ 619,548	\$ 169,304	\$ 330,994	\$ 86,959
Outgoing Transfers/Other 400	-	-	-	-	-	-	-
Other financing uses 500	-	-	-	-	-	-	-
Fund Modifications 600	-	-	-	-	-	-	-
TOTAL APPROPRIATED	\$ 71,418	\$ 125,961	\$ 277,705	\$ 619,548	\$ 169,304	\$ 330,994	\$ 86,959
EXCESS REV/EXPENSE	\$ (65,816)	\$ (116,081)	\$ (255,922)	\$ (570,951)	\$ (157,697)	\$ (305,032)	\$ -
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
ENDING FUND BALANCE	\$ (65,816)	\$ (116,081)	\$ (255,922)	\$ (570,951)	\$ (157,697)	\$ (305,032)	\$ -

Special Education
2023-24

TITLES	TOTALS
REVENUES	
Local Sources 100	\$ 108,686,277
State Sources 300	\$ 18,011,513
Federal Sources 400	\$ 12,339,885
Incoming Transfers/Other 500	\$ 346,604
Fund Modifications 600	\$ 136,766
TOTAL REVENUES	\$ 139,521,045
EXPENDITURES	
Basic Programs, Instr. 110	\$ -
Added Needs 120	\$ 21,012,864
Pupil Support 210	\$ 21,594,955
Instructional Staff 220	\$ 5,165,022
General Administration 230	\$ 334,123
School Administration 240	\$ 311,417
Business Support 250	\$ 1,692,705
Operations /Maintenance 260	\$ 2,438,840
Transportation 270	\$ 70,890
Central Support Services 280	\$ 3,866,641
Pupil Activites 290	\$ 21,240
Community Services 300	\$ 224,229
TOTAL EXPENDITURES	\$ 56,732,926
Outgoing Transfers/Other 400	\$ 81,269,825
Other financing uses 500	\$ 993,294
Fund Modifications 600	\$ 525,000
TOTAL APPROPRIATED	\$ 139,521,045
EXCESS REV/EXPENSE	\$ -
BEGINNING FUND BALANCE	\$ 3,000,000
ENDING FUND BALANCE	\$ 3,000,000

WISD Programs and Budgets Review

including

Local School District Services
2023-24

presented
April 2023

Our Goal

- Explain the mandated budget review process.
- Review your role in this process.
- Give you the information you need to carry out your role.
- Support you in your efforts.

Mandated Budget Review (new)

Section 624 of the Revised School Code, as amended, requires an ISD Board to have its proposed **General Fund** budget reviewed by its constituent districts each year.

ISD Board

By May 1 of each year:

The intermediate school board shall submit its proposed **General Fund** budget for the next school fiscal year to the board of each constituent district for review.

Local Board

By June 1 of each year:

- The local board will review the proposed ISD budget.
- Adopt a resolution expressing its support for or disapproval of the proposed ISD budget.
- Submit any **specific** budget objections and/or proposed changes to the ISD board.

ISD Board

If an intermediate school board receives any specific objections or proposed changes, the intermediate school board shall consider the proposed budget changes.

Role of WASB Director

- ***Now***
 - Serve as an ambassador.
 - Learn about ISD budget process.
 - Ask clarifying questions.
- ***After May 1 (with superintendent)***
 - Present information to your board.
 - Ask for help, if needed.
 - Answer questions from your board.
 - Submit resolution to WISD by June 1.
- ***Throughout the year***
 - Remain involved, stay informed.



What is an ISD?

- Regional education service agency
- Created by legislature in 1962
- Designed to be an intermediary between the Michigan Department of Education and local schools
- Composed of innovative professionals who focus on teaching and learning
- An organization that leads through service

Role of WISD

- Operates cooperative programs/delivers services for students in Ann Arbor, Chelsea, Dexter, Lincoln, Manchester, Milan, Saline, Whitmore Lake, Ypsilanti Community
- Secures educational resources and shares them equitably
- Builds local capacity to improve student achievement
- Provides services to assure that each child learns
- Leadership role in building a Cradle to Career collaborative in Washtenaw County

General Education Services

**Technology &
Data Support**

**Instructional
Support**

**School &
Community
Partnerships**

**Grant-funded
Programs &
Services**

Technology & Data Management



Network Connectivity

- Physical Fiber Plant Support and Maintenance
- Core Network Infrastructure and Equipment
- Network Security Hardware and Support
- Internet Connectivity through utilizing E-rate Funds



State Connections

- Data Hub Support (MiDataHub)
- Michigan State Education Network Connection (MISEN)



Application Hosting Support

- Follett Destiny Library System
- PowerSchool
- New World
- PowerSchool Special Education Programs (PSSP)
- Coordinate Volume Purchase Savings (e.g. MVU Courses, Security Products)

Technology & Data Management

WISD Technology Services provides partnering districts with a full range of onsite and centrally-managed technology services.

Desktop support

- End user device support
- Training
- Mobile device management
- Presentation equipment
- Instructional Integration

Infrastructure

- Network Consulting
- Network Administration
- Network Maintenance
- Server Hosting
- Patch Management
- Cybersecurity and Risk Management

Application Hosting

- PowerSchool SIS
- PowerSchool Special Programs
- New World
- Destiny Library
- Child Plus
- School Messenger
- Document Imaging
- Meal Magic
- Registration Systems

Data Services

- State Reporting
 - MSDS
 - TSDL
 - SID
- Scripting & Data Exchange
 - Student Account Creation
 - Student and Staff data flow
- Data Hub Integration

County Achievement Initiatives: Professional Learning Opportunities

There are three different pathways for educators to engage in professional learning.

Learning Series

Responsive
Leadership Series

Responsive Teachers
Institute

Continuous
Improvement Series

Cognitive Coaching

Book Studies

Custom District Professional Learning

By district request
on topic of need
aligned to their SIP;
(subject or grade
level specific)

Learning Networks

Assessment Literacy
(11 years)

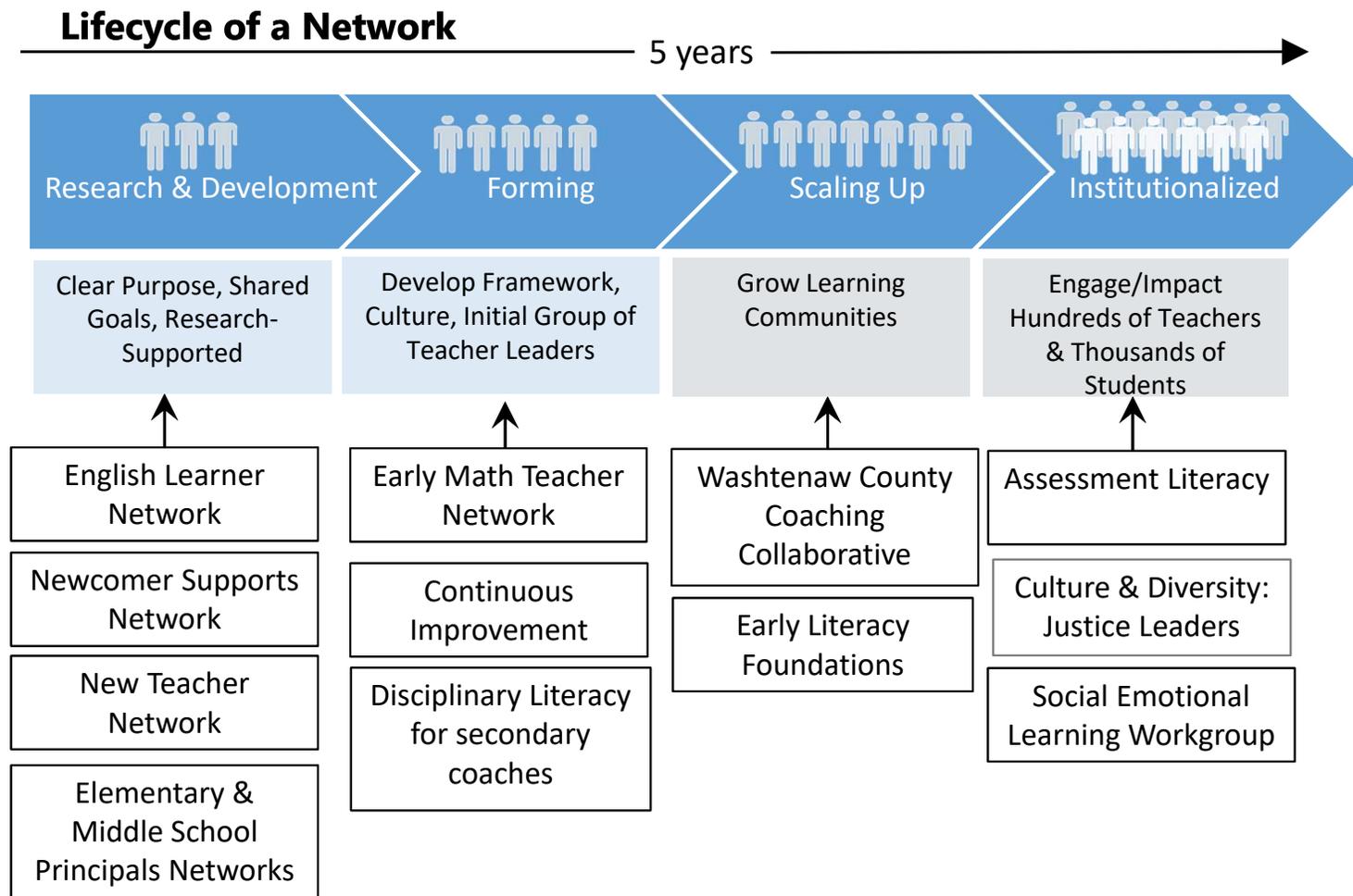
Study of Early
Literacy
(10 years)

Disciplinary Literacy
(6 years)

Early Literacy
Coaching
Collaborative
(3 years)

County Achievement Initiatives: Teacher & Leader Networks

Multi-year approach to teacher and system learning focused on student outcomes



Additional Instruction Supports

Technical Support

- Continuous Improvement
- Custom professional development
- Partnership School Support
- Health Education

Special Projects

- Senior Exit Survey
- Early literacy coach grant
- MiSTEM Regional network
- Early Math Essentials
- Newcomer Supports
- Development of Asynchronous Professional Learning Courses



Equity, Inclusion and Social Justice: Focused Efforts

Justice Leaders



Professional learning series for educators

Responsive Teaching & Leadership Institutes



Professional learning series for educators & leaders

Ten80 Grant



Youth engineering program culminating in regional and national competitions

Youth Council

High school youth-led and youth-focused group focused on issues of diversity



Equity, Inclusion and Social Justice: Special Populations

Justice Involved Youth



Education services to youth involved in the juvenile justice system

Education Project for Homeless Youth



Leadership with district liaisons & resource coordination

Chronic Absenteeism



Case management with Washtenaw County Juvenile Court & district allies

Trusted Parent Advisors

Empowering parents to organize in their communities

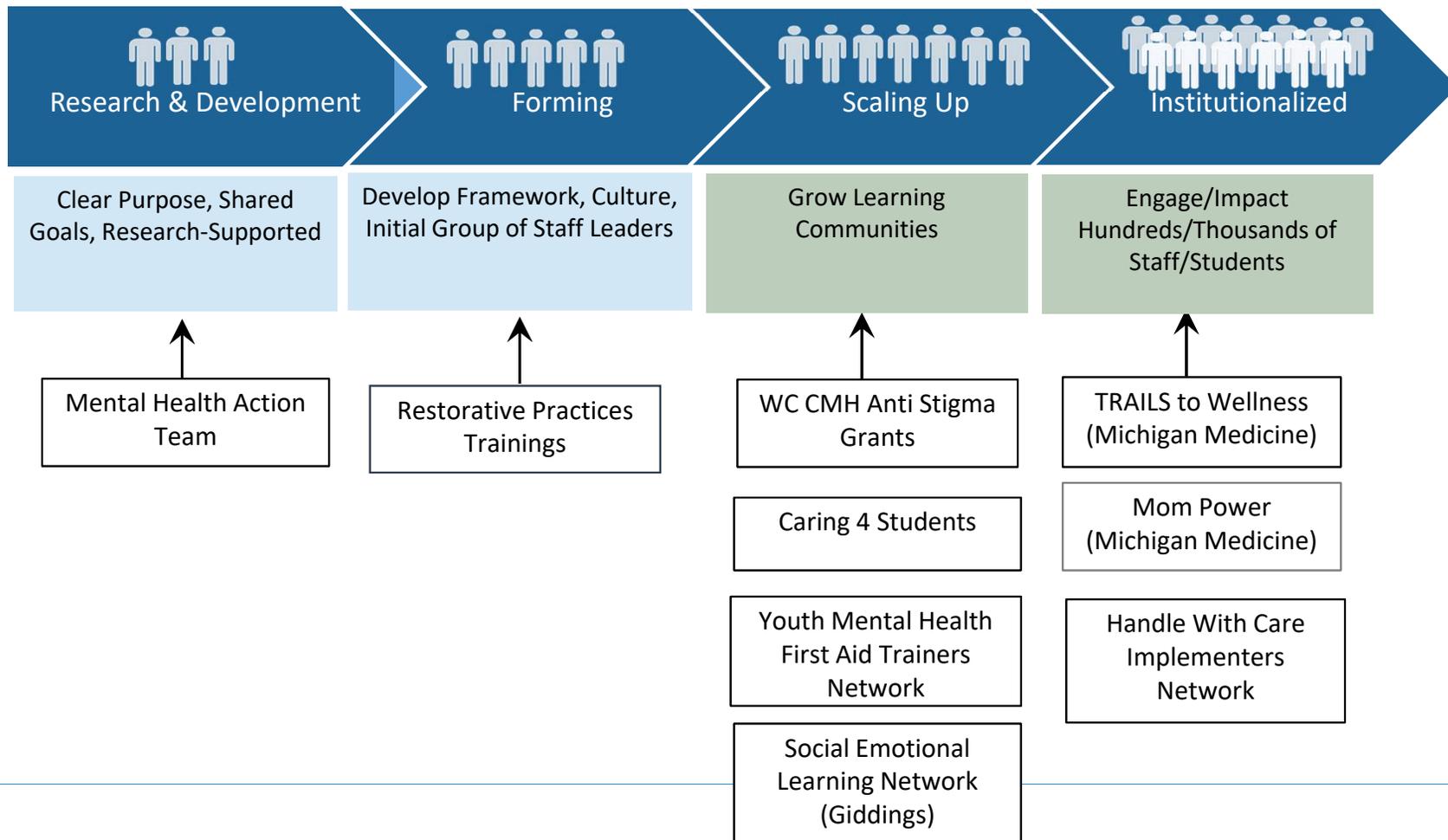


Community School Partnerships: Mental Wellness/SEL Networks

Multi-year approach to staff and system learning focused on student wellbeing

Lifecycle of a Network

5 years





- Children's Savings Account program operated by the WISD in collaboration with Washtenaw County Government.
- Jump-start on planning and saving for college and career training for elementary students in Washtenaw Public Schools and Public School Academies.
- Every eligible student will receive a My Future Fund Account with opening deposit of \$25 and some students may qualify for an additional \$475.
- Initial investment by the County over four years - \$2.9 million ARPA + \$3.78 million County General Fund.

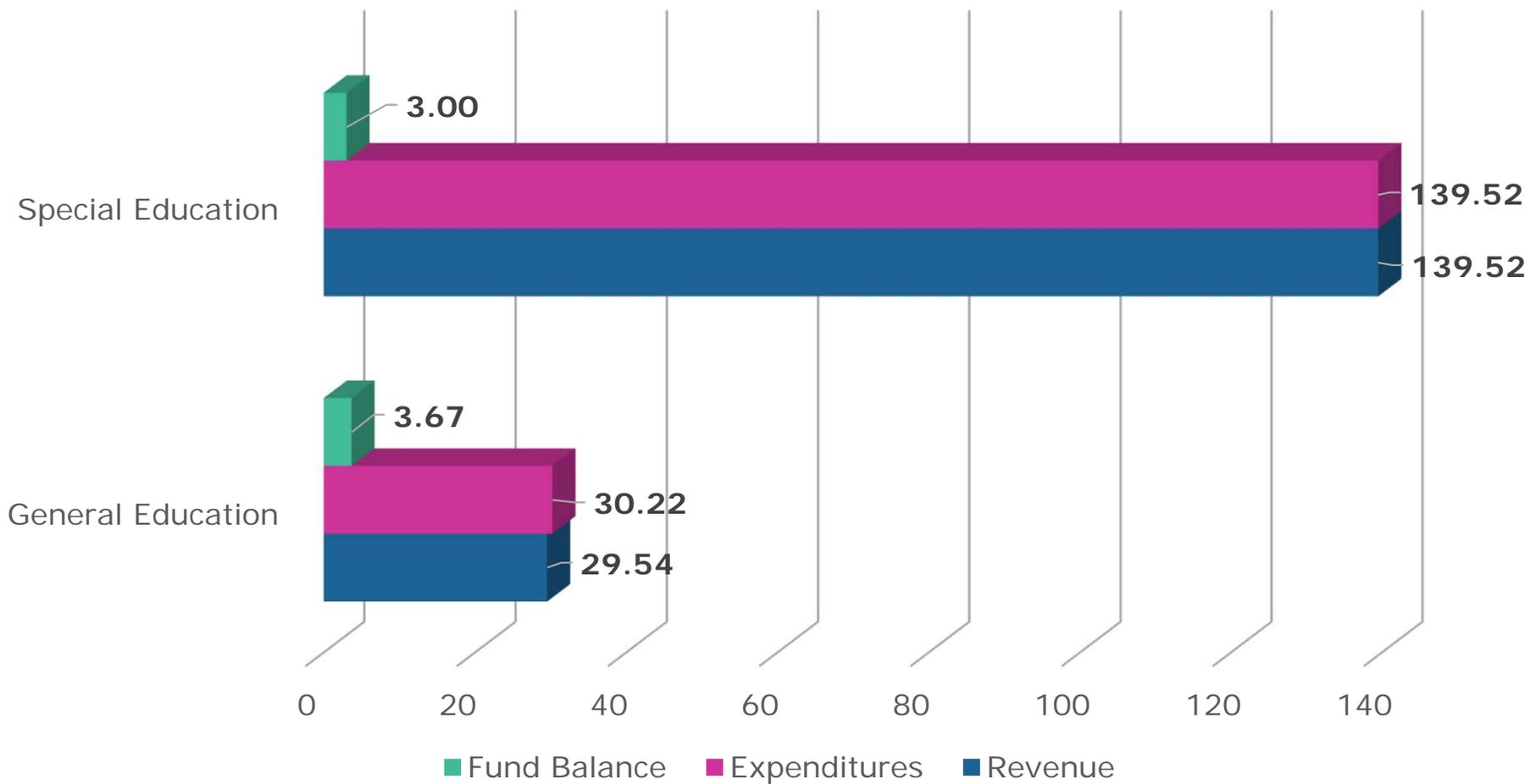


School Safety

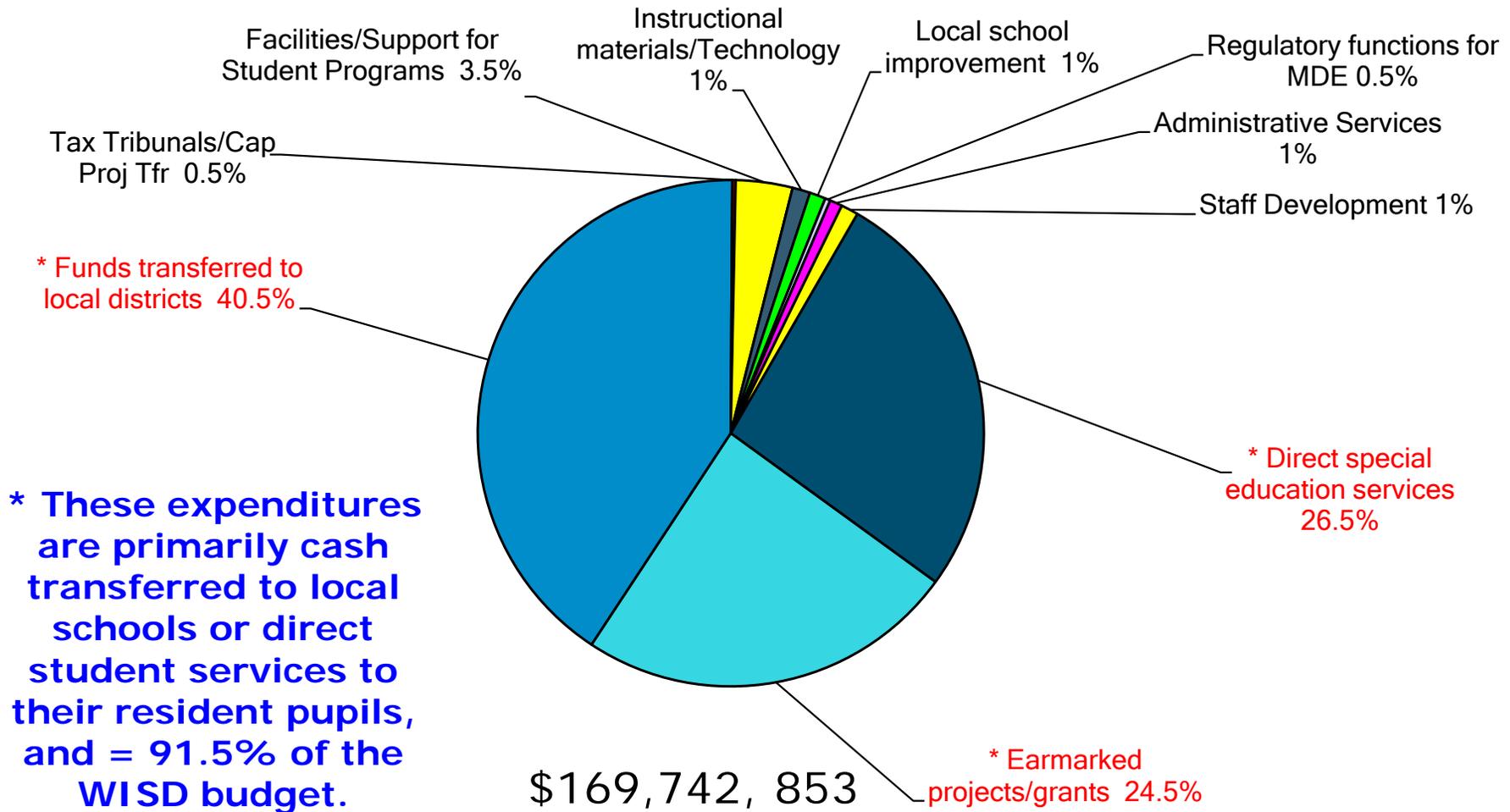


- Critical Incident School Building Mapping Project
- Behavioral Threat Assessment & Active Aggressor Training
- Annual Meetings with Police Chiefs & County Superintendents
- Support on development of Emergency Operating Plans
- Future Work: Bomb Threat Protocols, Community Tabletop Exercises, Community Violence Intervention Summit

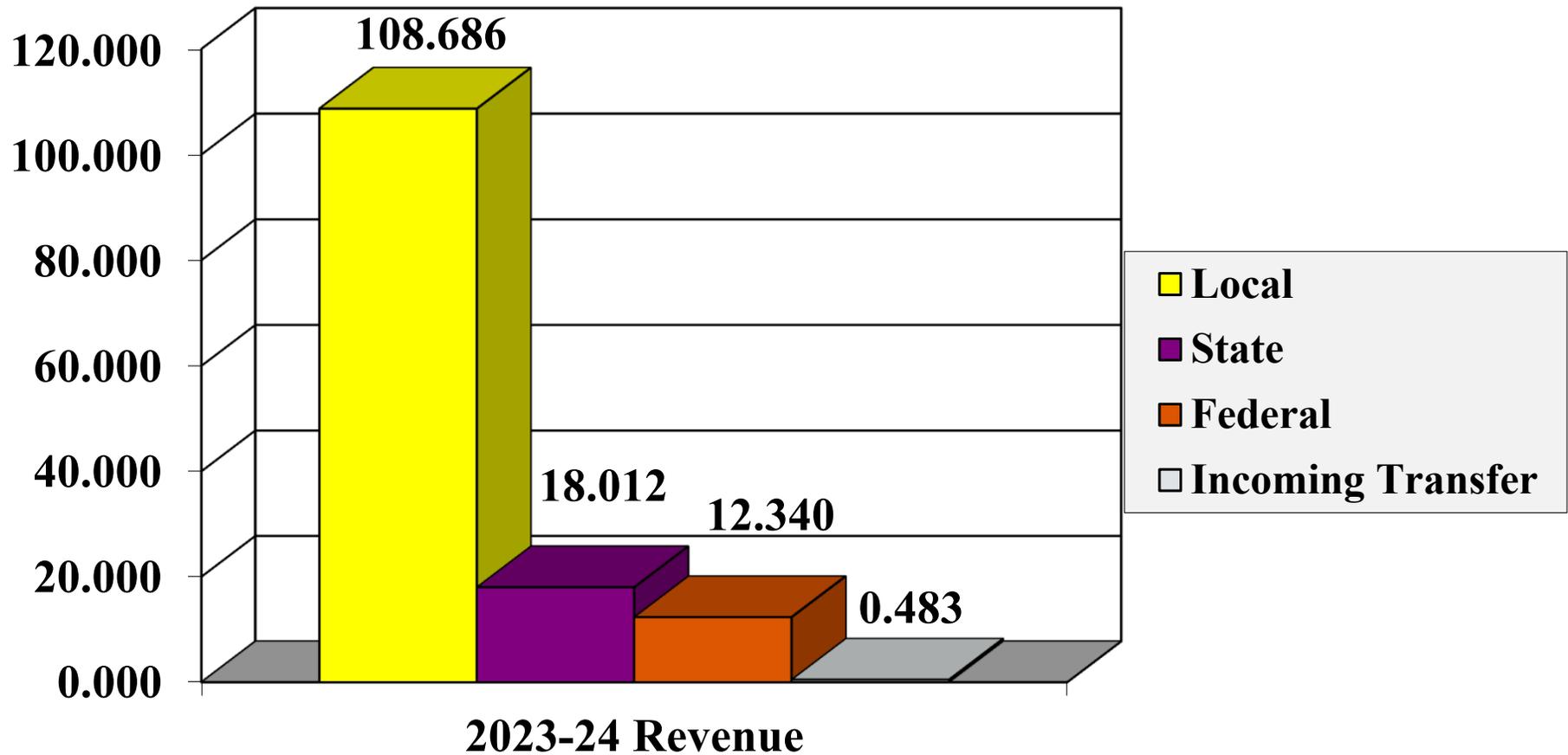
2023-24 WISD Budget (In Millions)



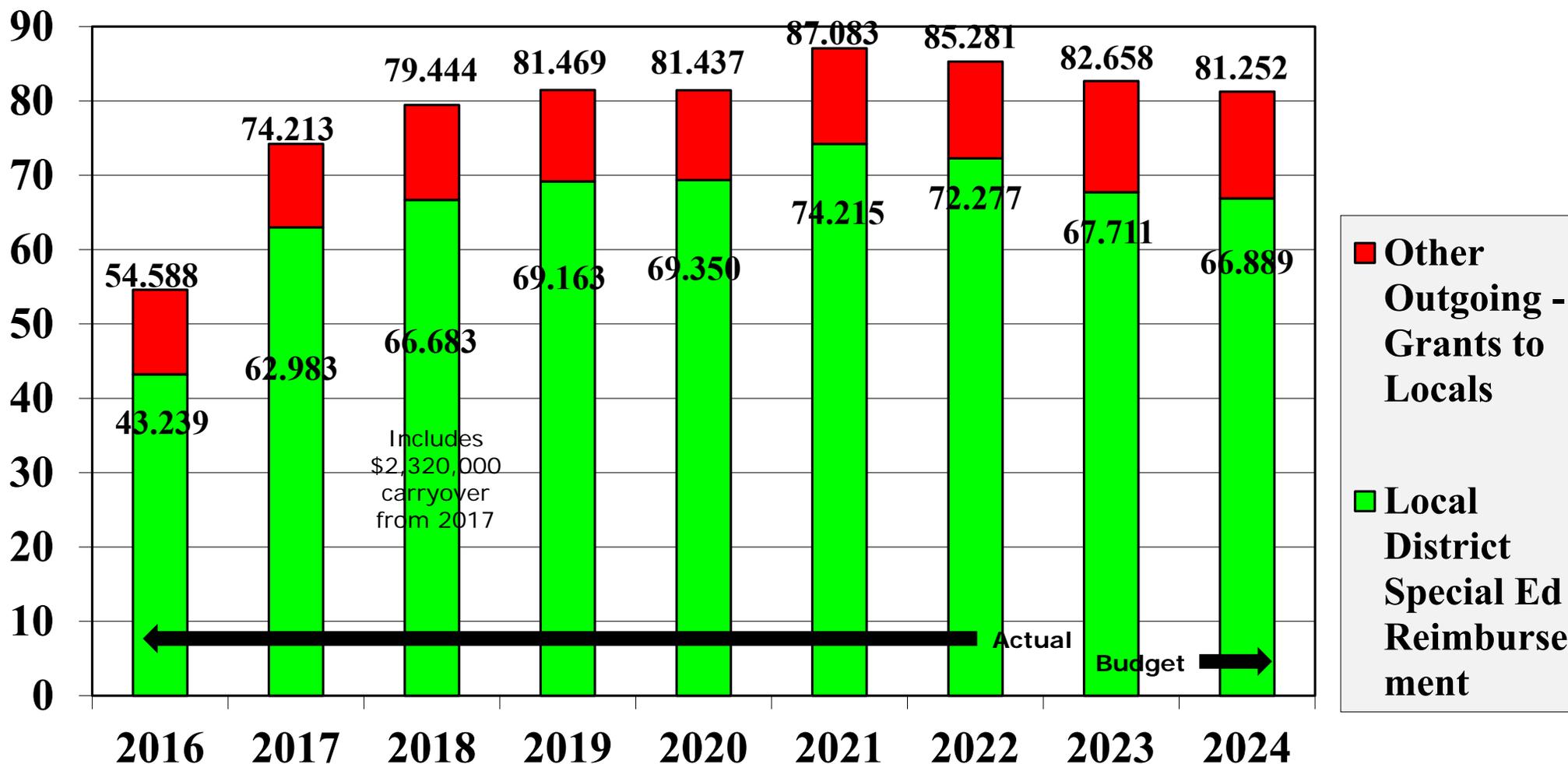
WISD Expenditures 2023-24



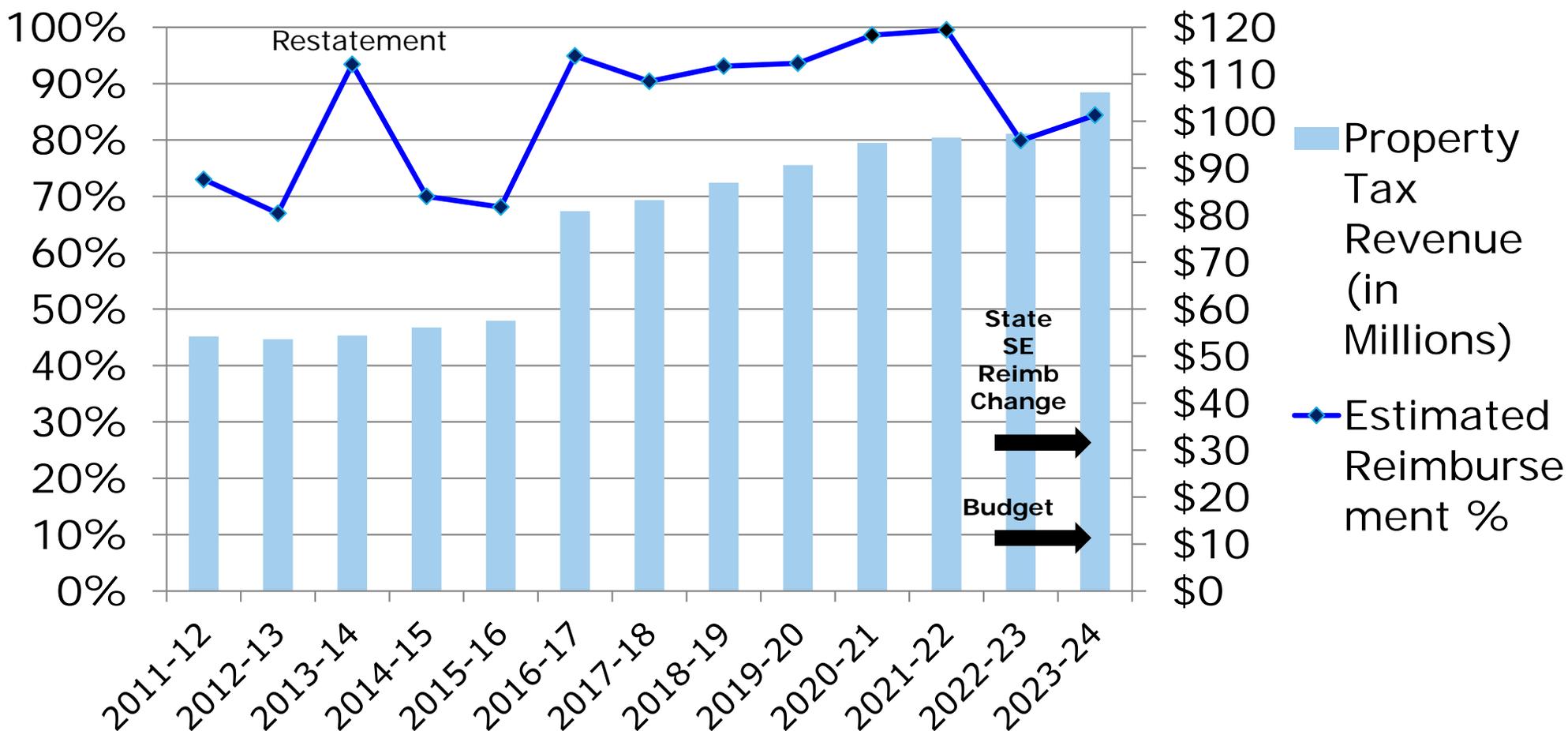
Special Education Fund Revenue Sources (in Millions)



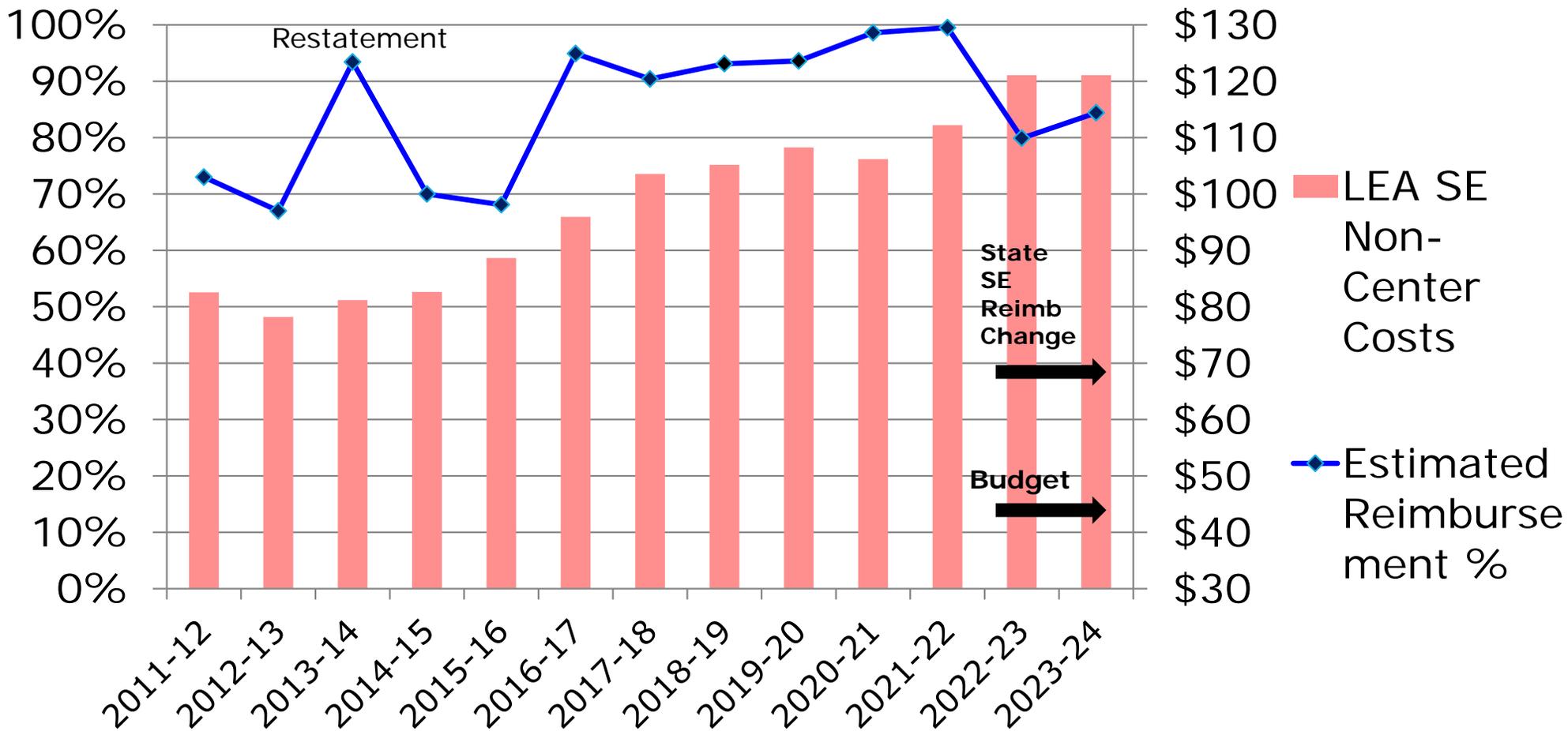
Outgoing Transfer Special Education (in Millions)



Special Education Reimbursement History/Projection



Special Education Reimbursement & Cost History/Projection



Special Education Fund Revenue Changes

- Net increase in property taxes of 4%
- Increased state revenue for ORS UAAL funding
- No increase budgeted for higher special education reimbursement from the state



Special Education Fund Revenue Changes (Continued)

- Assumes no federal grant carryover
- One-time IDEA American Rescue Plan grant was used in 2022-23 to partially fund a new centralized program for students on the autism spectrum with significant behavioral challenges, approximately \$2.4 million



Special Ed Fund Expenditure Changes

- Establish a new centralized program for students on the autism spectrum with significant behavioral challenges; estimated cost of \$3.4 million. Partially funded in 2022-23 with a one-time IDEA American Rescue Plan grant of approximately \$2.4 million. Now fully funded with local funds.

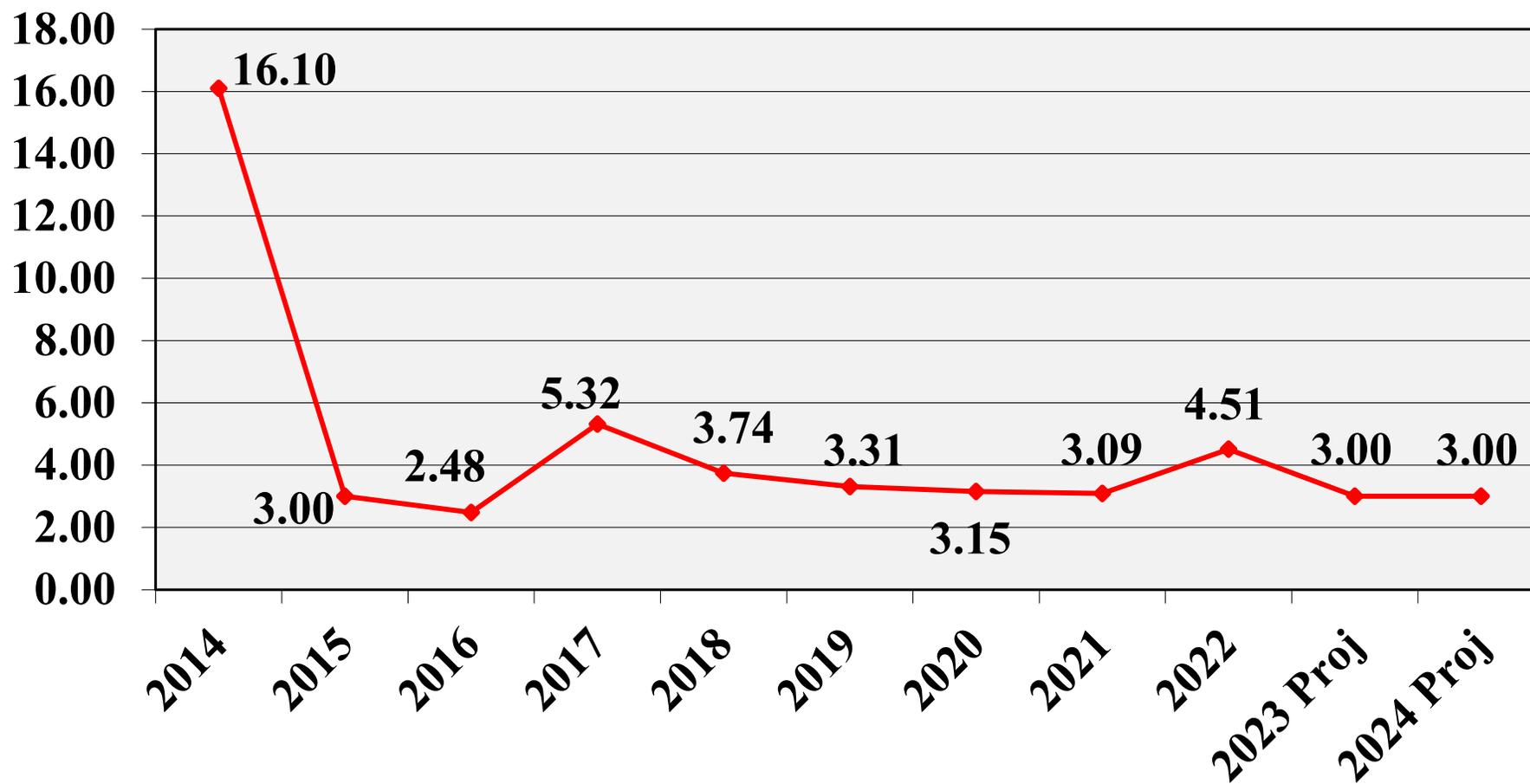
Special Ed Fund Expenditure Changes

- Included \$750,000 in 2022-23 for countywide professional development based on recommendation from Supts Association. Will mostly be spent in 2023-24 so carried over.
- Added approximately 3.5 FTE instructional and instructional support positions to meet behavioral, medical, and IEP needs

Special Ed Fund Expenditure Changes

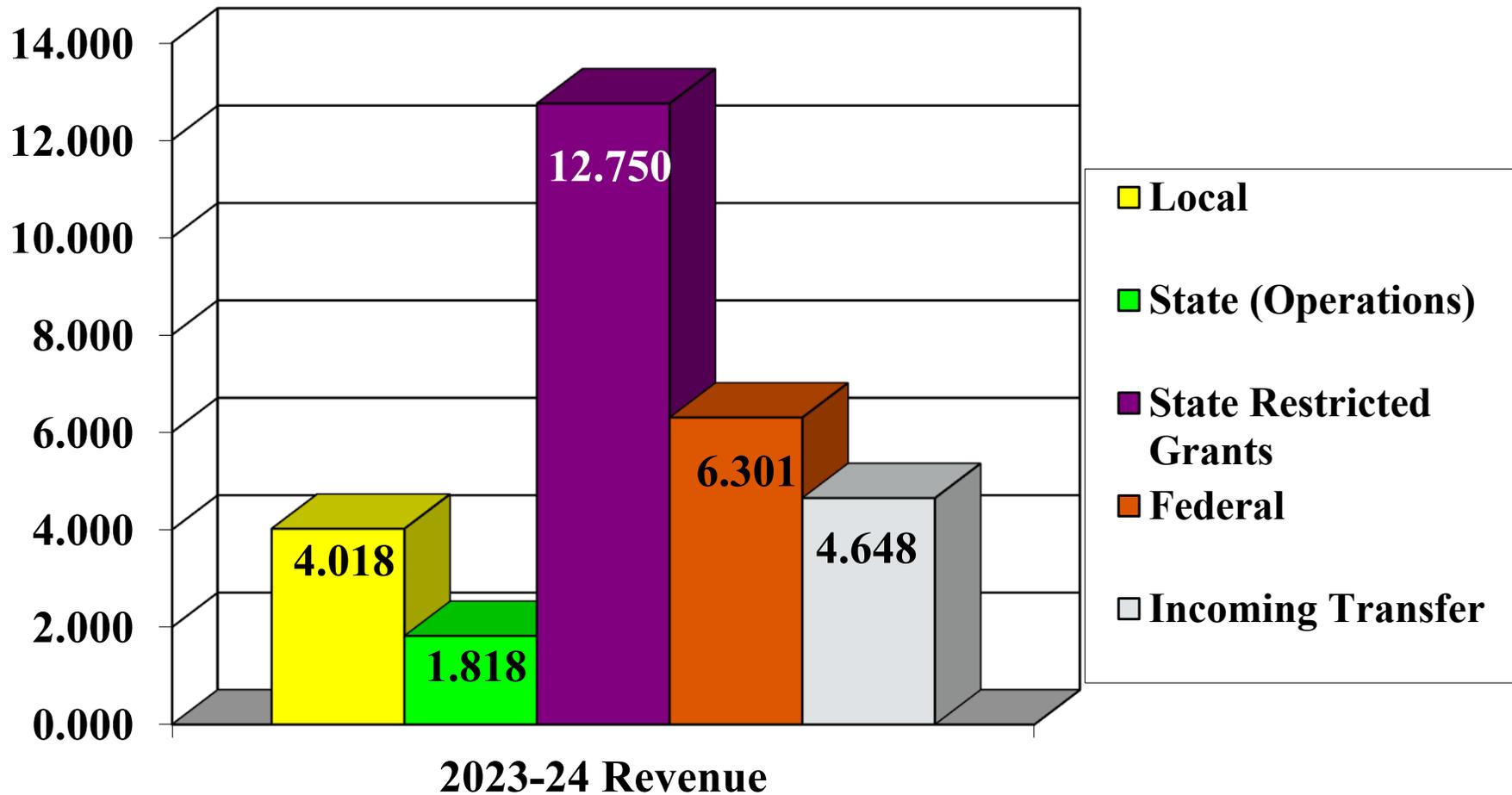
- Some rent expense now budgeted as a “debt” payment – GASB 84
- Assumes vacancies filled
- Assumes step increases
- Includes 2.0% salary/wage increase – Based on bargaining agmt formulas
- Healthcare increase at 4.4%
- Local district reimbursement, net of tuition billings, is estimated at \$66.5 million; LEAs are budgeting based on \$62.9 million in 2022-23

Fund Balance-Special Education (in Millions)



General Fund Revenue Sources

(in Millions)



General Fund Revenue Changes

- Net increase in property taxes of 4%
- State Sec 81 ISD operations funding up 4%
- Added transfers in from LEAs to support a countywide CTE director position
- Decrease in Federal revenue due to elimination of Health Resource Advocate grant (possible extension to 2023-24)
- Also assumes no grant revenue carried over to 2023-24 other than 31n

General Fund Expenditure Changes

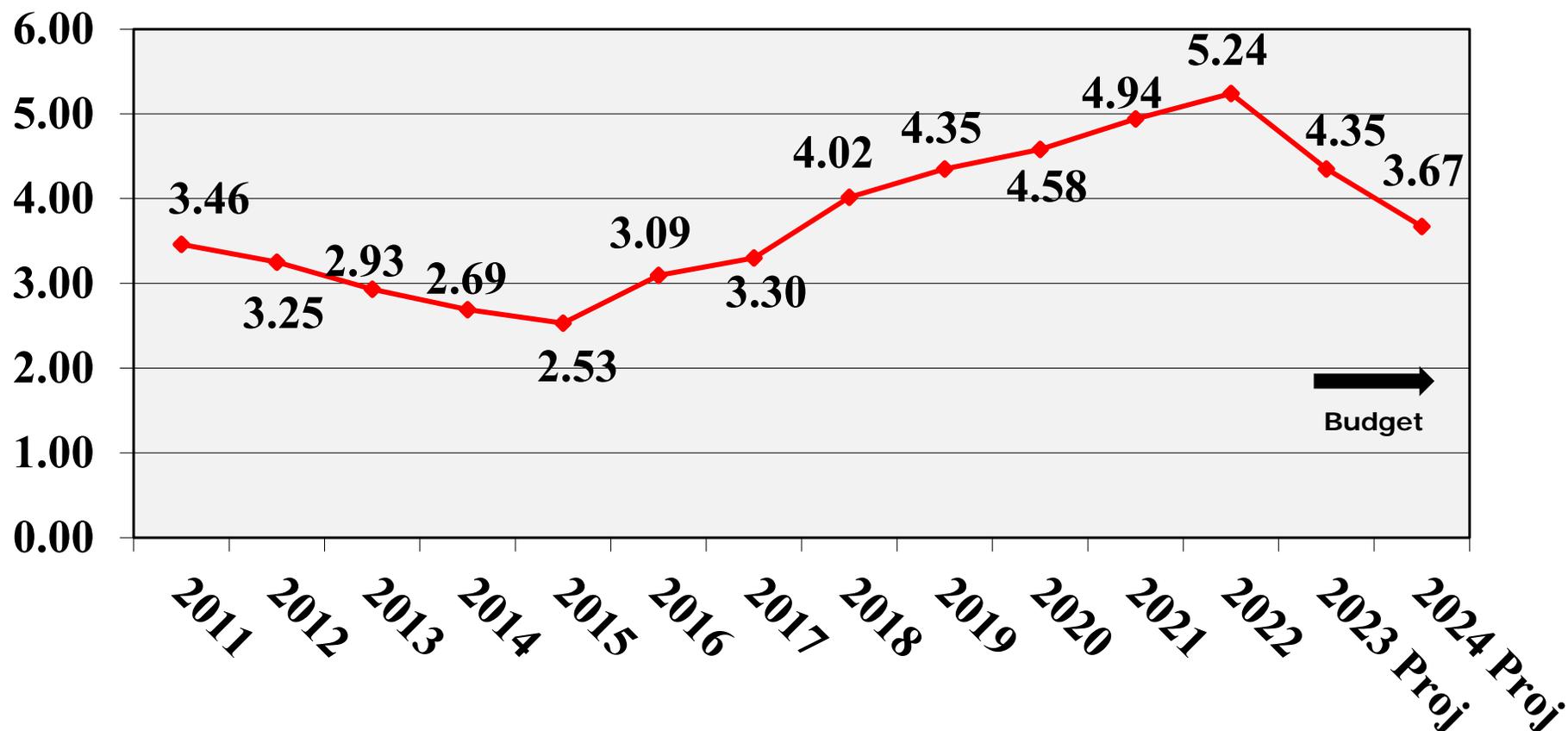
- Expenditures lower due to grant changes noted on revenue slides
- Based on a recommendation from the Supts Association, a countywide CTE director position was added
- Budgeted for elimination of the Health Resource Advocate grant (possible extension to 2023-24)

General Fund Expenditure Changes

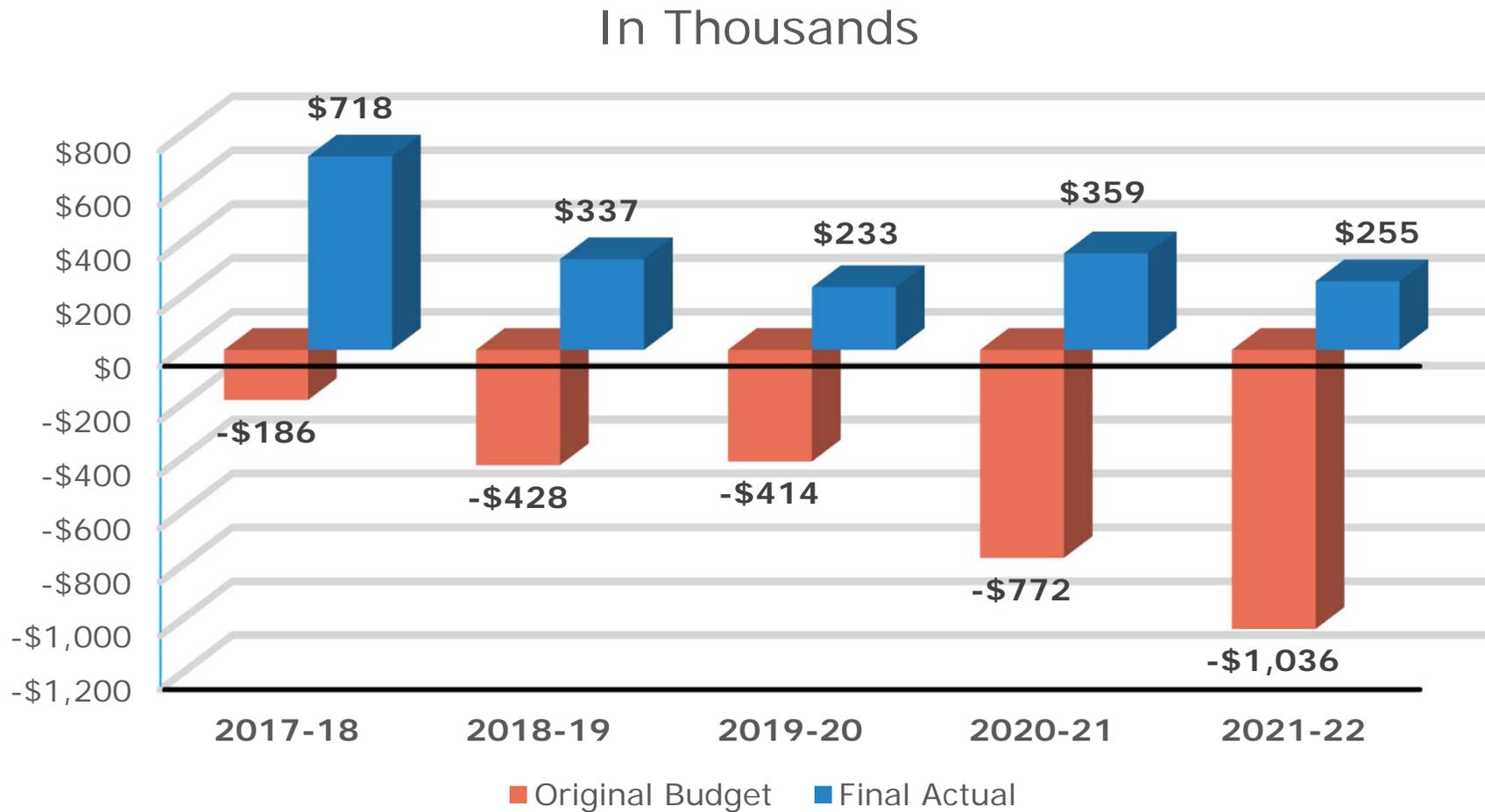
- Assumes vacancies filled
- Assumes step increases
- Includes 2.0% salary/wage increase –
Based on bargaining agmt formulas
- Healthcare increase at 4.4%

Fund Balance General Education

(in Millions)

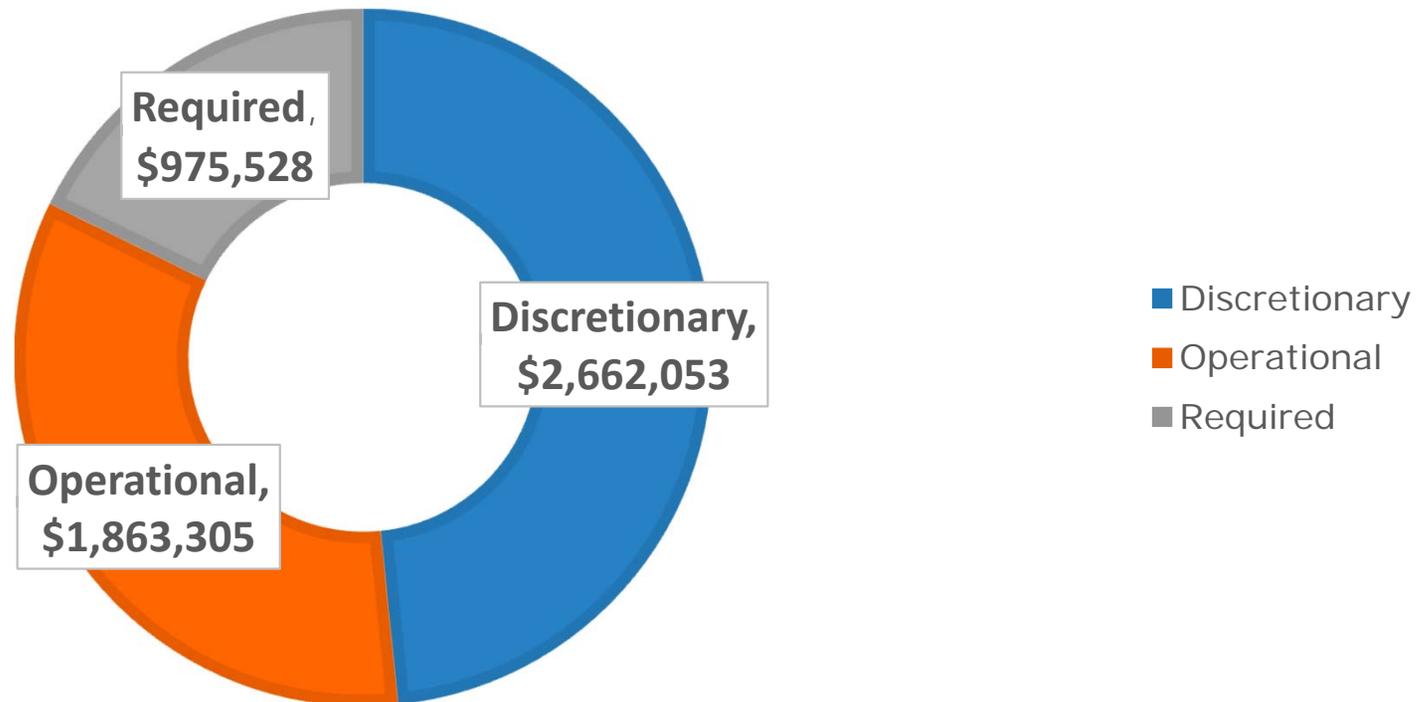


Original Budget vs Final Actual Fund Balance History General Education Fund



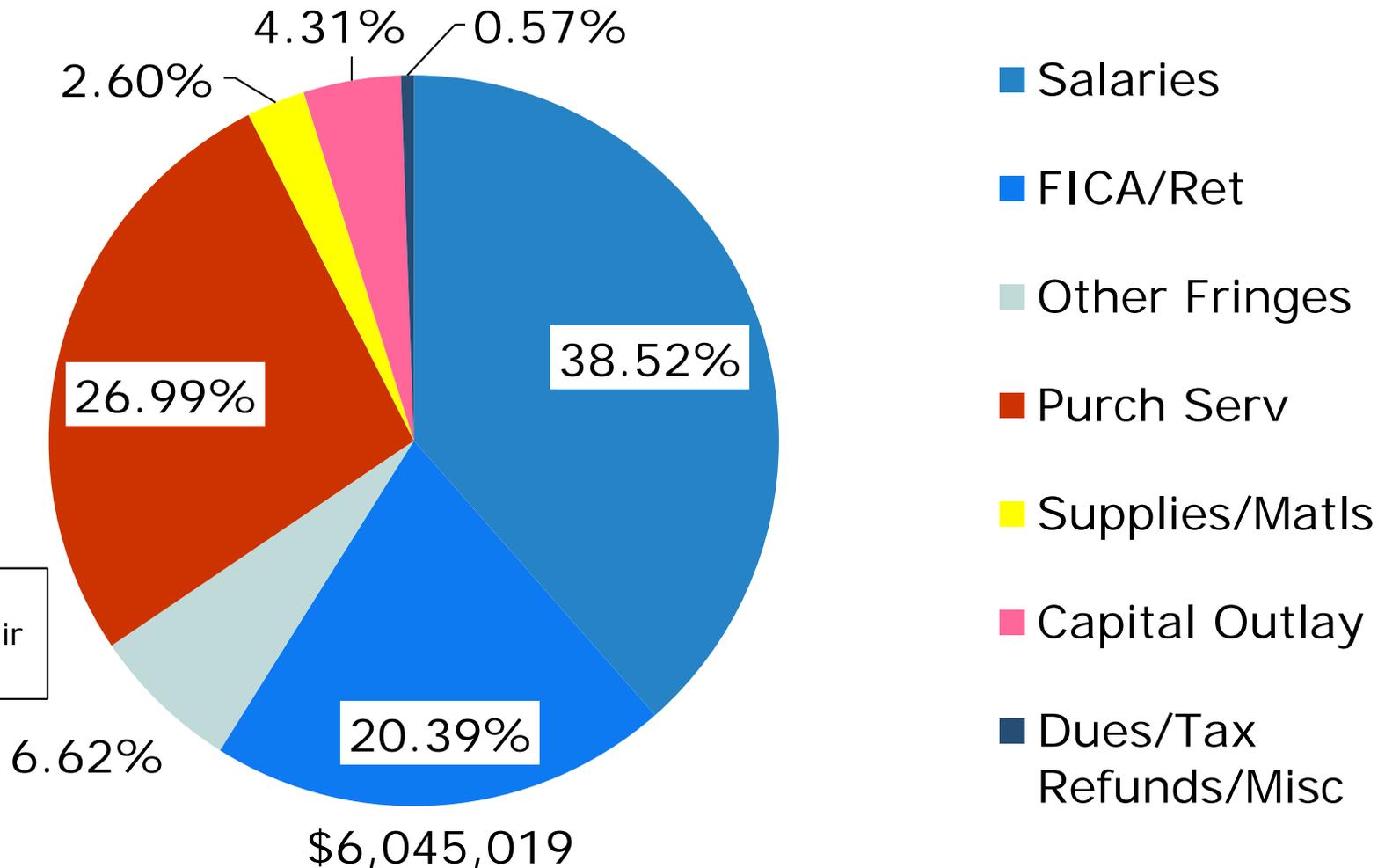
Analysis of General Ed Fund Non-Project/Grant Expenditures

(by Cost Category)



Note: Amounts are shown net of related revenue

General Ed Fund Expenditures (Excl Grants & Projects)



Thank you.



Support for Budget

ISD BUDGET RESOLUTION

_____, Michigan (the “District”)

A meeting of the Board of Education of the district was held in the _____ in the District,
on the _____ day of _____, 2023, at _____ o’clock in the AM/PM.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed general fund budget not later than May 1 of each year to the board of each constituent district for review; and
2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district general fund budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district general fund budget, and shall submit to the intermediate school district board any specific objections and proposed changes the constituent district board has to the general fund budget.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district general fund budget in accordance with Section 624 of the Revised School Code, as amended, and by the adoption of this resolution, expresses its support for the proposed intermediate school district general fund budget.
2. The secretary of the board of education or his/her designee shall forward a copy of this resolution to the intermediate school board or its superintendent no later than June 1, 2023.
3. All resolutions insofar as they conflict with this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a _____ meeting held on _____, 2023, the original of which resolution is a part of the Board's minutes, and further certifies that the notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

Disapproval of Budget

ISD BUDGET RESOLUTION

_____, Michigan (the "District")/

A meeting of the board of education of the district was held in the _____ in the District, on the _____ day of _____, 2023, at _____ o'clock in the AM/PM.

The meeting was called to order by _____, President.

Present: Members

Absent: Members

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

WHEREAS:

1. Section 624 of the Revised School Code, as amended, requires the intermediate school board to submit its proposed general fund budget not later than May 1 of each year to the board of each constituent district for review; and
2. Not later than June 1 of each year, the board of each constituent district shall review the proposed intermediate school district general fund budget, shall adopt a board resolution expressing its support for or disapproval of the proposed intermediate school district general fund budget, and shall submit to the intermediate school district board any specific objections and proposed changes the constituent district board has to the general fund budget.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The board of education has received and reviewed the proposed intermediate school district general fund budget and has determined that it disapproves of certain portions of the proposed intermediate school district general fund budget with objections, along with proposed changes, if any, are set forth on Exhibit A attached hereto and incorporated herein by reference.
2. The superintendent is hereby directed to submit a certified copy of this resolution to the intermediate school board and/or to the intermediate school district superintendent with the specific objections and proposed changes that this board has to the budget no later than June 1, 2023.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of _____, Michigan, hereby certifies that the foregoing is a true and complete copy of a resolution adopted by the Board of Education at a _____ meeting held on _____, 2023, the original of which resolution is a part of the Board's minutes, and further certifies that the notice of the meeting was given to the public under the Open Meetings Act, 1976 PA 267, as amended.

Secretary, Board of Education

My Future Fund Memorandum of Understanding Washtenaw Intermediate School District and Lincoln Consolidated Schools

This Memorandum of Understanding (“MOU”), dated as of [_____], 2023, states the agreement between the Parties as to roles and responsibilities of Lincoln Consolidated Schools (the “District”) and Washtenaw Intermediate School District (“WISD”) and with the District, each a (“Party”) and collectively the (“Parties”) regarding the implementation of the My Future Fund program (“Program”).

Description of Program

My Future Fund is a new program that will give certain students enrolled in Washtenaw County Public Schools a jump-start on saving and planning for future college or career training. Through their My Future Fund Account, family savings plan, ongoing education and community partnerships, My Future Fund will support designated Washtenaw County students on their path towards higher education. My Future Fund is structured as a Children Savings Account (CSA) program, a research-based approach that helps students and families build assets for future post-secondary educational expenses.

The Washtenaw Intermediate School District operates this program in partnership with Washtenaw County Government. Utilizing \$2.9 million in American Rescue Plan Act dollars, as well as \$3.78 million from the County’s general fund, the Washtenaw County Board of Commissioners has provided the initial investment in this program as part of their commitment to equity in Washtenaw County. Furthermore, the City of Ann Arbor has allocated \$28,366 to support the program’s first year.

Starting in the spring of 2023, the first cohort of elementary school students enrolled at a participating Washtenaw County public school or Public School Academy as of the 2022 Fall Pupil Membership Count is eligible for the program (see Appendix B for the multi-year enrollment schedule). Every eligible student, unless their family opts them out, will be allocated a My Future Fund Account for post-secondary educational funding in a third-party portal. The funds connected to these accounts will be held on behalf of students through the Michigan Education Savings Program and managed by TIAA-CREF Tuition Financing, Inc. and will be limited to the uses and purposes specified in the agreements entered into between the County and WISD. Upon enrollment in the program, students will receive a \$25 initial deposit. In accordance with the County’s American Rescue Plan Act allocation requirements, students whose families are identified as low income will receive an additional \$475 COVID Recovery Deposit. The tentative schedule for enrollment can be found in Appendix A to this MOU. Students may also earn additional incentives, as funding allows, to grow their My Future Fund account.

As part of the My Future Fund, Program families will also have the option to open a personal Michigan Educational Savings Program Account and engage in educational activities related to saving and planning for higher education. In addition, the My Future Fund program will provide support and partnership related to financial and career development instruction to the District.

The WISD envisions that schools will be an important partner in a successful implementation of this county-wide program. This Memorandum of Understanding serves to outline the roles and responsibilities of each stakeholder.

Effective Dates

This MOU shall be effective from the date of authorized signature by all Parties through June 30, 2026, with an option to extend by mutual written agreement of the parties. This MOU may only be modified during its term by a written amendment executed by both Parties. This MOU may be terminated by any Party with 90 days advance written notice. In the event of termination, the terminating party agrees to use best efforts to plan for the transition of the program, if requested by the non-terminating party.

District Responsibilities

District agrees to do the following:

- Approve the automatic enrollment of District students into the program. WISD staff will use directory information data provided in the yearly Fall Pupil Membership Count to populate the accounts. Families can opt-out of program participation. See appendix for enrollment schedule.
- Complete and execute the data sharing agreement included in the Appendix.
- Provide a list of students who have requested that their directory information not be shared and/or who are participating in the Address Confidentiality Program.
- Distribute hard copies of My Future Fund Welcome Flyer, opt-out form and release of information form to students. Collect forms and return to My Future Fund staff.
- Starting in the Fall of 2023, add My Future Fund information and parent/guardian links to registration materials.
- Distribute and collect My Future Fund Participant Reminder Flyer and Update forms in subsequent years to help families stay engaged with their My Future Fund Accounts.
- Include information about My Future Fund in District communications to families, including email newsletters and social media.
- Identify a District champion who serves a point of contact with My Future Fund staff and school personnel
 - Name of District contact person: _____
- Assist in scheduling outreach and educational activities to students and families as needed, this may include classroom visits, delivering lesson plans on financial literacy and preparing for post-secondary educational costs, tabling at school events and other programming.
- Assisting in scheduling professional development opportunities with teachers and other school staff so they can learn about the My Future Fund program.
- Support the evaluation and research of the program's efficacy. This may include assistance in gathering additional information from students and families and sharing de-identified data with program evaluators.

WISD Responsibilities

- Manage and administer the My Future Fund program, including any determinations as to participants' qualification or eligibility for the Program, all to be determined in the sole discretion of the WISD (in consultation with Washtenaw County Government and the My Future Fund Advisory Committee). WISD reserves all rights to determine any eligibility criteria for the Program or any funds distributed as part of that Program.
- Provide a point of contact for school personnel.
 - My Future Fund Coordinator: Sara Saylor, ssaylor@washtenawisd.org
 - General program support: myfuturefund@washtenawisd.org
- Establish My Future Fund Accounts for every eligible student in the District who does not opt-out, in a third-party account portal.
- Provide families the opportunity to opt-out of the long-term savings account. Families who opt-out will not receive the allocations into a My Future Fund Account or individualized communication from the program. They will still receive general information sent home through the District or a classroom about the program.
- Obtain release of information from families to allow My Future Fund program to use additional information for determining eligibility for future incentives and for program evaluation.
- Serve as a steward of the My Future Fund Assets on behalf of students until they are eligible to withdraw the funds for qualified college and career training expenses.
- Properly account for the My Future Fund Assets in accordance with Generally Accepted Accounting Principles and Governmental Accounting Standards Board pronouncements. The assets will be part of WISD's regular annual audit.
- Allocate \$25 Opening Deposit to the My Future Fund Accounts of each eligible student following their automatic enrollment in the program according to the Program enrollment schedule.
- Allocate \$475 COVID Recovery Deposit to students that meet all determined criteria and whose families have provided consent for determining their eligibility.
- Allocate additional funds into students' accounts through incentives or matches as funds are available.
- Provide participating families and schools with information to explain the rules and guidelines associated with the My Future Fund program, including My Future Fund Accounts.
- Answer questions and concerns from Program participants.
- Provide the District with communication templates and materials, in multiple languages, for sharing in newsletters, on social media and in other avenues.
- Provide District with copies of and links to the opt-out and release of information forms for families.
- Convene an Advisory Committee of community stakeholders to assist with policy development, community engagement and program sustainability.
- Receive and manage donations for additional incentives and/or program administration.
- Provide educational opportunities for families and children to learn about saving and planning for post-secondary education and training.

- Provide partnership and support to the District related to financial and career development instruction, such as delivering lesson plans on financial literacy and preparing for post-secondary educational costs, classroom activities and classroom visits.
- Share proposals and data agreements related to My Future Fund research with the District.
- Maintain the confidentiality of all student information as outlined in the Family Educational Rights and Privacy Act (“FERPA”), and not release such information to other parties, except as described in this MOU and as permitted by law.
- Ensure families understand how the funds can be used for educational expenses following high school graduation or students’ eighteenth birthdays.

Indemnification

To the extent allowed by law, the WISD shall defend, release, hold harmless and indemnify the District its elected officials, officers or employees from any and all claims which arise out of the negligent acts and/or omissions of the WISD, its officers and /or employees, in connection with the performance of this MOU. It is further agreed that to the extent permitted by law, the District shall defend, release, hold harmless and indemnify the WISD, its elected officials, officers and/or employees from any and all claims which arise out of the negligent acts and/or omissions of the District, its elected officials, officers and/or employees, in connection with the performance of this MOU. In the event of concurrent negligence of the WISD, its officers, officials and employees and the District and its officers, officials and employees the liability for any and all claims shall be apportioned under the Michigan theory of comparative negligence as presently established or as may hereafter be modified.

Signature of Board of Education Representative

Date

Signature of WISD Superintendent

Date

Appendix A

Data Sharing Agreement

This Data Sharing Agreement (“DSA”) is entered into between Washtenaw Intermediate School District (“WISD”) and Lincoln Consolidated Schools (the “District”) related to the data use for the My Future Fund program (“Program”). This includes data used for creating long term savings accounts in a 3rd party portal, maintaining a roster of enrolled students, assigning incentives to the accounts, analyzing characteristics of program participants and conducting evaluation of the program’s efficacy.

Term

This DSA will become effective on the date when both parties have signed this agreement and shall remain in effect until June 30, 2026, with an option to extend. The parties may mutually agree to amend this agreement. Either party may terminate this agreement with 90 days written notice, at any time.

Obligations of WISD

- WISD staff shall be considered a school official with a legitimate educational interest, as outlined in WISD [Board Policy 8300](#), in order to access the specific information needed for the My Future Fund Program and to evaluate program efficacy.
- The WISD will only use the data for the purposes explicitly stated in the MOU, this data sharing agreement, and as permitted by law for the My Future Fund program.
- The WISD will utilize directory information to open accounts in the My Future Fund third-party portal. Parents/caregivers will have the option to add additional information once they activate their students’ accounts.
- The WISD will take reasonable security measures to ensure that persons not authorized to view the data do not gain access to the data.
- The WISD will maintain the confidentiality of all student information as outlined in the Family Educational Rights and Privacy Act (“FERPA”), and will not be released to other parties, except as described in the data sharing agreement, MOU, parent consent form, and as permitted by law.
- In the event of a security breach, WISD staff will comply with WISD [Board Policy ag8351](#) and provide notice of the security breach according to the policy.
- Provide any reports or publications generated using the data to the District within thirty days.
- WISD staff accessing this data will receive regular training and support on educational records and data confidentiality.

Obligations of District

- District will support the use of the data as outlined above for use in the My Future Fund program.
- If listed information for the District is not included in the Michigan Student Data System, the District will submit the listed information to the WISD.

Signature of Board of Education Representative

Date

Signature of WISD Superintendent

Date

Data to Be Accessed

Use	Item	Stored
My Future Fund Roster & Account Set-Up	<i>Michigan Student Data System:</i> Directory Information as outlined in the District or Public School Academy policy. State of Michigan unique identification code	WISD 3rd Party Web Platform
Initial Deposit	<i>My Future Fund Roster</i> State of Michigan unique identification code Student first name Student middle name Student last name	WISD 3rd Party Web Platform
COVID Recovery Deposit	<i>Michigan Student Data System</i> Supplemental Nutrition Eligibility Status (after obtaining parent/guardian consent to check for eligibility) <i>My Future Fund Roster</i> State of Michigan unique identification code Student first name Student middle name Student last name	WISD 3rd Party Web Platform
Participant Characteristics for Evaluation	<i>Michigan Student Data System*</i> May include: Race/Ethnicity Gender IEP English Language Learner Status Economically Disadvantaged Status Homelessness Migrant Status	WISD

	<p>Foster Care</p> <p>*A member of the WISD data team will first de-identify student data in order for My Future Fund staff and evaluators to disaggregate data by various characteristics</p>	
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Appendix B

Tentative Enrollment Schedule

Cohort - School Year	District/School List	My Future Fund Communications via Schools	Grade Levels
2022-2023 Based on 2022 Fall Pupil Membership Count	Ann Arbor Public Schools Chelsea School District Manchester Community Schools Milan Area Schools Saline Area Schools Whitmore Lake Public Schools Washtenaw Intermediate School District Central Academy East Arbor Charter Academy Fortis Academy Global Tech Academy Honey Creek Community School Livingston Classical Academy Multicultural Academy Pittsfield Acres South Arbor Charter Academy South Pointe Scholars Charter Academy	April 24,2023-May 26, 2023	1st & 5th (Classes of 2030 & 2034)
	Lincoln Consolidated Schools Whitmore Lake Public Schools Ypsilanti Community School District		
2023-2024 Based on 2023 Fall Pupil Membership Count	Ann Arbor Public Schools Chelsea School District Manchester Community Schools Milan Area Schools Saline Area Schools Whitmore Lake Public Schools Washtenaw Intermediate School District Central Academy East Arbor Charter Academy Fortis Academy Global Tech Academy Honey Creek Community School Livingston Classical Academy	Fall 2023 February & March 2024	1st & 5th (Classes of 2031 & 2035) Any new students to previously enrolled cohort since previous Fall Pupil Membership Count

	<p>Multicultural Academy Pittsfield Acres South Arbor Charter Academy South Pointe Scholars Charter Academy</p>		
	<p>Lincoln Consolidated Schools Whitmore Lake Public Schools Ypsilanti Community School District</p>	<p>Fall 2023 February & March 2024</p>	<p>1st (Class of 2035) Any new students to previously enrolled cohort since previous Fall Pupil Membership Count</p>
<p>2024-2025 Based on 2024 Fall Pupil Membership Count</p>	<p>Ann Arbor Public Schools Chelsea School District Manchester Community Schools Milan Area Schools Saline Area Schools Whitmore Lake Public Schools Washtenaw Intermediate School District</p> <p>Central Academy East Arbor Charter Academy Fortis Academy Global Tech Academy Honey Creek Community School Livingston Classical Academy Multicultural Academy Pittsfield Acres South Arbor Charter Academy South Pointe Scholars Charter Academy</p>	<p>Fall 2024 February & March 2025</p>	<p>1st & 5th (Classes of 2032 & 2036) Any new students to previously enrolled cohort since previous Fall Pupil Membership Count</p>
	<p>Lincoln Consolidated Schools Whitmore Lake Public Schools Ypsilanti Community School District</p>	<p>Fall 2025 February & March 2025</p>	<p>1st (Class of 2036) Any new students to previously enrolled cohort since previous Fall</p>

			Pupil Membership Count
2025-2026 Based on 2025 Fall Pupil Membership Count	Ann Arbor Public Schools Chelsea School District Manchester Community Schools Milan Area Schools Saline Area Schools Whitmore Lake Public Schools Washtenaw Intermediate School District Central Academy East Arbor Charter Academy Fortis Academy Global Tech Academy Honey Creek Community School Livingston Classical Academy Multicultural Academy Pittsfield Acres South Arbor Charter Academy South Pointe Scholars Charter Academy	Fall 2025 February & March 2026	1st & 5th (Classes of 2033 & 2037) Any new students to previously enrolled cohort since previous Fall Pupil Membership Count
	Lincoln Consolidated Schools Whitmore Lake Public Schools Ypsilanti Community School District	Fall 2025 February & March 2026	1st (Class of 2037) Any new students to previously enrolled cohort since previous Fall Pupil Membership Count



THRUN LAW FIRM, P.C.

Agenda Item
12.3
U.S. MAIL ADDRESS
May 8, 2023
P.O. Box 2575, EAST LANSING, MI 48826-2575
PHONE: (517) 484-8000 FAX: (517) 484-0041

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

LISA L. SWEM
JEFFREY J. SOLES
ROY H. HENLEY
MICHAEL D. GRESENS
CHRISTOPHER J. IAMARINO
RAYMOND M. DAVIS

MICHELE R. EADDY
KIRK C. HERALD
MATTHEW F. HISER
ROBERT A. DIETZEL
KATHERINE WOLF BROADDUS
DANIEL R. MARTIN

JENNIFER K. STARLIN
TIMOTHY T. GARDNER, JR.
IAN F. KOFFLER
FREDRIC G. HEIDEMANN
RYAN J. NICHOLSON
CRISTINA T. PATZELT

PHILIP G. CLARK
PIOTR M. MATUSIAK
JESSICA E. MCNAMARA
RYAN J. MURRAY
ERIN H. WALZ
MACKENZIE D. FLYNN

KATHRYN R. CHURCH
MARYJO D. BANASIK
CATHLEEN M. DOOLEY
GORDON W. VANWIEREN, JR. (OF COUNSEL)
MARGARET M. HACKETT (OF COUNSEL)

March 29, 2023

Re: Social Media Litigation

Dear Retainer Client:

Schools nationwide have recently started joining a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms. The lawsuit asserts that social media companies targeted minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors. Research confirms that social media use is associated with increased rates of depression, anxiety, eating disorders, suicide, and property damage.

Frantz Law Group, the California law firm representing at least 125 Michigan schools in the nationwide litigation against Juul and other vaping product manufacturers, is also representing schools in the social media litigation. As it did with the vaping litigation, Frantz requested that Thrun Law Firm determine whether Michigan schools are interested in joining the social media litigation and, if so, to facilitate contact with Frantz. School districts, intermediate school districts, and public school academies are eligible to join the social media litigation.

The social media litigation seeks monetary compensation for past damages incurred by schools related to the social media epidemic created by the defendants, as well as anticipated future damages.

For past damages, the litigation seeks reimbursement for costs associated with social media use, such as property damage caused by students engaging in social media trends and any lost state aid caused by social media suspensions and expulsions. For future damages, the litigation seeks compensation for appropriately handling social media-related issues going forward, including funds for counselors and educational programming.

As with the vaping litigation, Frantz will seek a court order restricting discovery to a questionnaire. Until that order is granted, however, schools will be required – with assistance from Frantz – to respond to written questions and document requests from the defendants. Frantz estimates that school staff time related to this litigation will not exceed 10 hours. Frantz informed us that at this stage of the litigation, it does not expect that school staff will be required to appear in court or to participate in depositions.

Aside from discovery, the terms for participating in the social media litigation are the same as those for participating in the vaping litigation. Frantz will represent schools on a contingency fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 25% of any recovery. Thrun will receive a portion of that 25%. If there is a



Social Media Litigation
Page 2 of 2

recovery, schools would also reimburse Frantz out of the recovery for costs incurred by Frantz during the litigation, such as court filing costs and expert witness fees.

A recovery in the litigation is not guaranteed. Thrun is not co-counsel in the litigation – our role is limited to referring clients to Frantz.

Thrun can arrange for Frantz to make a presentation to your board about the litigation. To join the litigation, your Board would need to approve the accompanying resolution and the contract attached to that resolution.

Signed resolutions and contracts should be returned by May 10, 2023 to pmatusiak@thrunlaw.com. If your Board would like more information about the litigation, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

Thrun Law Firm, P.C.

[SCHOOL DISTRICT, ISD, OR PSA NAME]
[BOARD OF EDUCATION OR BOARD OF DIRECTORS] RESOLUTION

A [regular or special] meeting of the [School District, ISD, or PSA Name] (“School”) [Board of Education or Board of Directors] (the “Board”) was held on the [] day of [], 202[] at the following time: [] (“Meeting”).

The Meeting was called to order by _____, President

Present:

Absent:

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

WHEREAS:

1. In January 2023, Seattle Public Schools, Pittsburg Public Schools, and other public schools joined a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms in a California federal court, specifically Case No. 22-MD-3047-YGR in the United States District Court for the Northern District of California (“Lawsuit”).

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants targeting minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors.

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

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

2. The Board authorizes and directs [Insert Position, such as Superintendent] or designee to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other

action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School's legal counsel.

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

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

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

Board Secretary

Date: _____, 202__

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between [School District, ISD, or PSA Name], whose address is [] (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates [Insert Position Identified in Resolution], or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Social Media litigation, specifically Case No. 22-MD-3047-YGR in the United States District Court for the Northern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

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

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

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

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

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) [Omitted].
- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or

resolution of the Action.

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

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
 - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:
- A. Is a Thrun retainer client.
 - B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
 - C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

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

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

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

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

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

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

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

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

Frantz Law Group, APLC

Dated: _____, 202__

Frantz Signature: _____

Frantz Print Name: _____

Dated: _____, 202__

Signature: _____

Print Name: _____

School Client Name: _____

Position of Signatory: _____