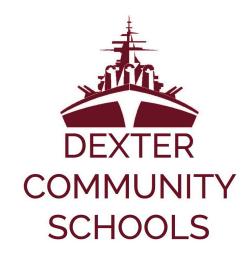
# BOARD OF EDUCATION MEETING PACKET

**April 10, 2023** 

7:00pm

**Bates Boardroom** 



Our Vision:

Champion Learning -

Develop, Educate, and Inspire!



BOARD OF EDUCATION MEETING MONDAY, APRIL 10, 2023 – 7:00 P.M. BATES BOARDROOM 2704 BAKER RD. DEXTER MI 48130 734-424-4100

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is time for public participation during the meeting as indicated in the agenda below. Upon request to the Superintendent the District shall make reasonable accommodation for a person with disabilities to be able to participate in this meeting.

#### **BOARD MEETING AGENDA**

- A. CALL TO ORDER
  - 1. Roll Call
- **B. MEETING MINUTES** (3/20/2023)
- C. APPROVAL OF AGENDA
- D. SCHOOL PRESENTATIONS
  - 1. WISD My Future Fund
  - 2. School Safety Update
- E. <u>PUBLIC PARTICIPATION</u> (up to ~30 minutes/max 5 per person)
- **E.** ADMINISTRATIVE & BOARD UPDATES
  - 1. Superintendent
    - a. Solar Update
  - 2. Board President
  - 3. Student Representatives
- G. CONSENT ITEMS none

- H. ACTION ITEMS
  - 1. Social Media Lawsuit
  - 2. WISD MOU
- I. DISCUSSION ITEMS none
- **J.** PUBLIC PARTICIPATION (up to ~15 minutes/max 3 per person)
- K. BOARD COMMENTS
- L. INFORMATION ITEMS
- M. CLOSED SESSION per MCL15268(h)
  - 1. Superintendent's Quarterly Evaluation
- N. ADJOURNMENT

#### **CALENDAR**

\*March 27-31 – Spring Break

\*April 10 - Board Meeting - Bates

**Public Participation Policy 0167.3:** Those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce his/her name and address and indicate if he/she represents any organization or agency. No person may speak more than once on the same subject during a single meeting.

### BOARD MEETING NOTES APRIL 10, 2023

#### A. CALL TO ORDER

1. Roll Call.

#### **B.** MEETING MINUTES

Your packet includes meeting minutes from 3/20/2023.

\* An appropriate motion might be, "I move that the Board of Education approve the attached meeting minutes as presented/amended."

#### C. APPROVAL OF AGENDA

#### 1. <u>Approval of Agenda</u>

Board policy provides that the Superintendent of Schools shall prepare an agenda for all Board meetings as directed by the President of the Board of Education.

\* An appropriate motion might be, "I move that the Board of Education approve the agenda as presented/amended."

#### D. SCHOOL PRESENTATIONS

#### 1. WISD My Future Fund

Sara Saylor, WIS Children's Savings Account Coordinator, will share a presentation regarding the Washtenaw Intermediate School District's proposed My Future Fund program. There is a memorandum of understanding regarding this program on this evening's action agenda.

#### 2. <u>School Safety Update</u>

Principal for Operations Craig McCalla will share the results of the recent safety audit.

#### **E. PUBLIC PARTICIPATION** (full guidelines at link)

Each speaker is allotted a maximum of 5 minutes for a total of 30 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a <u>public comment form</u> available at the meeting entrance and on our website.

#### F. ADMINISTRATIVE & BOARD UPDATES

- 1. <u>Superintendent</u>
- a. Solar Update
- 2. Board President
- 3. <u>Student Representatives</u>

#### G. CONSENT ITEMS – none

#### BOARD MEETING NOTES APRIL 10, 2023

#### H. ACTION ITEMS

#### 1. Social Media Lawsuit

Your packet contains a draft resolution from Thrun Law Firm, P.C. regarding a class action lawsuit intended to hold social media companies accountable for irresponsibly marketing to minors.

\* An appropriate resolution might be, "I move that the Board of Education adopt the attached resolution authorizing the Superintendent to contract with Frantz Law Group APLC to participate in this social media lawsuit."

#### 2. <u>WISD Memorandum of Understanding</u>

Earlier in the meeting, board members will have heard a presentation by Sara Saylor of the WISD My Future Fund program.

\* An appropriate motion might be, "I move that the Board of Education approve the attached memorandum of understanding regarding the My Future Fund, and authorize the Superintendent or his designee to execute the attached data sharing agreement and all other tasks outlined in the MOU."

#### I. DISCUSSION ITEMS – none planned

#### J. <u>PUBLIC PARTICIPATION</u> (up to ~ 15 minutes/max 3 per person)

Each speaker is allotted a maximum of 3 minutes for a total of 15 minutes unless otherwise notified. At this point in the meeting, those interested in making a public comment will be asked to raise their hands so the time may be divided equally. Each speaker will be asked to announce their name and district of residence and indicate if they represent any organization or agency. No person may speak more than once on the same subject during a single meeting nor yield their time to another speaker. The Board does not respond to comments during the meeting. Those wishing to receive a personal response from the Board or Superintendent must complete a <u>public comment form</u> available at the meeting entrance and on our website.

#### K. BOARD COMMENTS

#### L. INFORMATION ITEMS – none

#### M. CLOSED SESSION - - per MCL15268(h)

\* An appropriate motion might be, "I move that the Board of Education move into closed session for the purpose of discussing the Superintendent's Quarterly Evaluation."

#### 1. <u>Superintendent Quarterly Evaluation</u>

\* An appropriate motion might be, "I move that the Board of Education return to open session."

#### N. ADJOURNMENT

# DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION MEETING MINUTES MARCH 20, 2023

#### A. CALL TO ORDER – 7:02pm

#### 1. Roll Call

Members Present: Daniel Alabré, Elise Bruderly, Mara Greatorex, Melanie

Szawara; Student Representatives Griffin Patel, Mischa Rafferty

Members Absent: Brian Arnold, Jennifer Kangas, Dick Lundy

Administrative & Supervisory Staff: Ryan Bruder, Craig McCalla, Barb Santo,

Christopher Timmis, Hope Vestergaard

Guests: none

#### B. MEETING MINUTES

Melanie Szawara made a motion to approve the meeting minutes from 3/6/2023 as presented. Elise Bruderly seconded the motion. **Motion Carried (unanimous).** 

#### C. APPROVAL OF AGENDA

Elise Bruderly made a motion to approve the agenda as presented. Melanie Szawara seconded the motion. **Motion Carried (unanimous).** 

#### D. SCHOOL PRESENTATIONS

#### 1. <u>98b Data.</u>

In February, Executive Director of Instruction Ryan Bruder shared 98b achievement data for grades Y5-8. This evening, Mr. Bruder and Dr. Timmis shared DHS data, which was not yet available at the previous presentation.

#### E. PUBLIC PARTICIPATION – none

#### F. ADMINISTRATIVE & BOARD UPDATES

#### 1. <u>Superintendent Update</u>

Dr. Timmis:

- a. Recognized Mara Greatorex for earning the MASB Level 3 Award of Distinction and Elise Bruderly for the MASB Level 2 Award of Merit.
- b. Recognized Student Representative, class of 2023 Will O'Haver for receiving the DAR Good Citizen award;
- c. Noted that the city will install a rapid flashing beacon on Dan Hoey Road at a location closer to where students actually cross. This will be done in conjunction with other work scheduled to be done on Dan Hoey.
- d. Shared that in April, the ISD will present to the Board a proposed scholarship program that will use stimulus funds and a county grant to offer educational funds for county students;
- e. Briefly described a social media class action lawsuit that the district may want to participate in. This item will be on the April 10, 2023 agenda;
- f. Shared that the District has submitted a request for federal funds to support a local community center.
- 2. <u>Board President Update</u> none
- 3. <u>Student Representatives Update</u>

# DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION MEETING MINUTES MARCH 20, 2023

Mischa Rafferty noted that the Dreadbots robotics team has been improving all season and recently made it to the semi-finals; she also noted that the IB Science class students are collaborating on group projects. Griffin Patel noted Band Extravaganza is back and was a great success.

#### G. CONSENT ITEMS

- 1. The Board of Education offered a probationary teaching contract to teach Career-Technical Hospitality and Recreation Management courses starting Fall, 2023.
- 2. The Board of Education accepted Laura Armbruster's retirement, effective at the end of this school year.
- 3. The Board of Education received the February, 2023 budget report.

#### H. ACTION ITEMS

#### 1. <u>Auditor Selection</u>

Melanie Szawara made a motion that the Board of Education appoint Rehmann Robson as auditors for Dexter Community Schools for years ending June 2023 and June 2024, with an option for a two-year extension, contingent upon continuity for Kim Lindsay as engagement principal throughout the duration of the contract. Daniel Alabré seconded the motion. **Roll Call Vote. Motion Carried (unanimous).** 

#### 2. <u>Approve MASB Attendance</u>

Melanie Szawara made a motion that the Board of Education approve funding for trustee Alabré to take two additional MASB courses between now and June 30, 2023. Elise Bruderly seconded the motion. After discussion, Melanie amended her motion and moved that the Board of Education approve funding for any interested trustee to take two additional MASB courses [in addition to the six previously approved] between now and June 30, 2023. Elise Bruderly seconded the amended motion. **Roll Call Vote. Motion Carried (unanimous).** 

#### 3. DEA Letter of Agreement

Elise Bruderly Made a motion the Board of Education approve the attached DEA letter of agreement dated March 9, 2023. Melanie Szawara seconded the motion. **Roll Call Vote. Motion Carried (unanimous).** 

#### 4. <u>Camera Purchase Recommendation</u>

Melanie Szawara made a motion that the Board of Education award the 2023 Camera Upgrade project to Convergint Technologies for a total amount not to exceed \$295,772. Elise Bruderly seconded the motion.

During discussion, Dr. Timmis noted that the funding for this purchase will come from a Section 97 security grant. The District received notice late last week that the amount of that grant was considerably higher than expected. Those funds can only be used for security improvements. Timmis explained that because the bid included per camera and other line item pricing, adding a

# DEXTER COMMUNITY SCHOOLS BOARD OF EDUCATION MEETING MINUTES MARCH 20, 2023

contingency amount would allow the purchase of additional cameras and associated items if needed.

Melanie Szawara amended her motion and moved that the Board of Education award the 2023 Camera Upgrade project to Convergint Technologies for \$295,772 plus contingencies for a total project cost not to exceed \$395,007. Elise Bruderly seconded the amended motion. **Roll Call Vote. Motion Carried (unanimous).** 

#### I. DISCUSSION ITEMS – none

#### J. PUBLIC PARTICIPATION - none

#### K. BOARD COMMENTS

- 1. Melanie Szawara noted that alum Will Feldkamp [class of 2017] recently placed 7th in the nation in the 184 lb weight class at the NCAA Division 1 Wrestling finals. She also offered kudos to the music teachers for the Band Extravaganza.
- 2. Mara Greatorex echoed Szawara's praise for the Band Extravaganza. This was the first Band Extravaganza that class of '23 students were able to participate in due to the pandemic.
- 3. Elise Bruderly shared that she recently attended an interesting WASB meeting regarding policy and advocacy. She also noted that the next WASB Legislative Breakfast will be April 3rd at the ISD.
- 4. Daniel Alabré noted that DHS diving Senior Vivian Kinnard recently signed with the University of Wisconsin.

#### L. INFORMATION ITEMS

- 1. Nice Job Notes January 2023
- 2. MASB Awards
- 3. Facilities Committee Minutes 1-24-2023
- 4. Finance Committee Minutes 3-3-2023

#### M. CLOSED SESSION – none

#### N. ADJOURNMENT

A۱	a	oproximately	y 7:49p	m,	President	Mara	Greatore	x ad	journed	the	meeting
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/INUTES/ NIV	
ennifer Kangas	
Secretary, Board of Education	



#### DRAFT

#### **My Future Fund Overview**

(As of 4.3.23)

My Future Future is a new initiative 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.

My Future Fund aims to create more equitable outcomes for Washtenaw County students. Through a My Future Fund account, family savings plan, ongoing education & community partnerships, My Future Fund will support local students on their path towards higher education.

A collaboration between Washtenaw County Government and the Washtenaw Intermediate School District, the program is funded for the next four years through an investment of \$2.9 million from the American Rescue Plan Act & \$3.78 million of County General Fund dollars.

#### **Who**

All eligible elementary school students enrolled in a Washtenaw County public school district or participating Public School Academy/Charter School will automatically be enrolled in the My Future Fund program over the next 4 years. The Washtenaw Intermediate School District will use yearly October enrollment data from the Michigan Student Data System to register students for the program. Families will have the opportunity to opt-out if they do not wish to participate.

#### **Program Elements**

- My Future Fund Account- Every My Future Fund student will automatically receive a My Future Fund Account with an initial deposit of \$25. The funds connected to the My Future Fund Accounts will be held on behalf of students through the Michigan Education Savings Program and managed by TIAA-CREF Tuition Financing, Inc. The WISD will serve as a steward of the My Future Fund Assets on behalf of students until students are eligible to withdraw the funds for qualified college and career training expenses. Families can view their My Future Fund Account via an on-line portal. Students who are identified as low income will also be eligible to receive a one-time \$475 COVID Recovery Deposit.
- Family Savings Plan Families can also begin to save for their child's future college and career training. One way they can do this is through the Michigan Education Savings Program (MESP). Families can link their MESP account in the My Future Fund portal to track all their savings in one place.



- *Education* My Future Fund will work to support families and students in learning about college and career readiness. This will include classroom visits, community events and other partnerships with community organizations.
- *Community Partnerships* My Future Fund will connect with the strong network of local leaders, schools and organizations who are committed to fostering positive outcomes for youth. This includes convening an Advisory Committee as well as working closely with volunteers and donors.

#### <u>Implementation</u>

Eligible students enrolled in public elementary schools and participating charter schools within the Washtenaw ISD service area will automatically be enrolled for free in the My Future Fund program based on the schedule below. Students will participate in My Future Fund programming and savings opportunities throughout their time as students in Washtenaw County public schools.

#### My Future Fund Enrollment Schedule

Class	2022-2023	2023-2024	2024-2025	2025-2026
2030	5th	6th	7th	8th
2031	4th	5th	6th	7th
2032	3rd	4th	5th	6th
2033	2nd	3rd	4th	5th
2034	1st	2nd	3rd	4th
2035		1st	2nd	3rd
2036			1st	2nd
2037				1st

My Future Fund Early Enrollment Schedule
Lincoln Consolidated Schools, Whitmore Lake Public Schools & Ypsilanti Community Schools

Class	2022-2023	2023-2024	2024-2025	2025-2026
2030	5th	6th	7th	8th
2031	4th	5th	6th	7th
2032	3rd	4th	5th	6th
2033	2nd	3rd	4th	5th
2034	1st	2nd	3rd	4th
2035		1st	2nd	3rd
2036			1st	2nd
2037				1st

My Future Fund enrollment year by grade Continued participation in My Future Fund

#### **My Future Fund Timeline**

#### September 2021

 Washtenaw County Board of Commissioners Resolution to Launch Children's Savings Account Program

#### Fall 2021 - Winter 2022

- Program Planning
- Washtenaw ISD partners to administer the program

#### June 2022

Official contract signed between Washtenaw County Government & Washtenaw ISD

#### Summer & Fall 2022

- Hiring Process for Program Coordinator
- Identified third party vendor to host My Future Fund Account on behalf of students
- Work with Michigan Education Savings Program to set-up omnibus account to hold funds on behalf of students

#### Winter 2023

- Convened 23 person advisory committee with representatives from across Washtenaw County
- Continued development of program elements and eligibility criteria
- Hired Program Assistant

#### Spring & Summer 2023

- Develop MOU with districts and public school academies
- Launch program communications and website
- Open My Future Fund Accounts & make initial deposit to students
- Conduct outreach to local communities about the My Future Fund program



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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
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ERIN H. WALZ
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KATHRYN R. CHURCH MARYJO D. BANASIK CATHLEEN M. DOOLEY

GORDON W. VANWIEREN, JR. (OF COUNSEL)
MARGARET M. HACKETT (OF COUNSEL)

March 13, 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 <u>pmatusiak@thrunlaw.com</u>. If your Board would like more information about the litigation, please contact Piotr Matusiak at <u>pmatusiak@thrunlaw.com</u> or call (517) 374-8824.

Thrun Law Firm, P.C.

### DEXTER COMMUNITY SCHOOLS **BOARD OF EDUCATION RESOLUTION**

A regular meeting of the Dexter Community Schools ("School") Board of Education (the "Board") was held on the 10th day of April, 2023 at the following time: 7:00pm ("Meeting").

The Meeting was called to order by	, President	
Present:		
Absent:		
The following preamble and resolution were offered by Membersupported by Member		_ and

#### **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 the 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 the 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: April 10, 2023

#### ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between Dexter Community Schools, whose address is 2704 Baker Rd, Dexter Michigan 48130 ("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 Superintendent Christopher Timmis, 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 <u>not</u> 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: April 10, 2023		Signature:
		Print Name: Christopher J. Timmis
		School Client Name: Dexter Community Schools
		Position of Signatory: Superintendent

#### My Future Fund Memorandum of Understanding Washtenaw Intermediate School District and Dexter Community Schools

This Memorandum of Understanding ("<u>MOU</u>"), dated as of [\_\_\_\_\_], 2023, states the agreement between the Parties as to roles and responsibilities of Dexter Community Schools (the "<u>District</u>") and Washtenaw Intermediate School District ("<u>WISD</u>") and with the District, each a ("<u>Party</u>") and collectively the ("<u>Parties</u>") regarding the implementation of the My Future Fund program ("<u>Program</u>").

#### **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.
  - o My Future Fund Coordinator: Sara Saylor, <u>ssaylor@washtenawisd.org</u>
  - o 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 Dexter Community 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 <u>Board Policy 8300</u>, 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 <u>Board Policy ag8351</u> 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	Michigan Student Data System: 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	My Future Fund Roster State of Michigan unique identification code Student first name Student middle name Student last name	WISD 3rd Party Web Platform
COVID Recovery Deposit	Michigan Student Data System Supplemental Nutrition Eligibility Status (after obtaining parent/guardian consent to check for eligibility) My Future Fund Roster State of Michigan unique identification code Student first name Student middle name Student last name	WISD 3rd Party Web Platform
Participant Characteristics for Evaluation	Michigan Student Data System* May include: Race/Ethnicity Gender IEP English Language Learner Status Economically Disadvantaged Status Homelessness Migrant Status	WISD

Foster Care	
*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	

### **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 Dexter Community Schools Manchester Community Schools Milan Area Schools Saline Area Schools Washtenaw Intermediate School District  East Arbor Charter Academy Fortis Academy Honey Creek Community School Pittsfield Acres South Arbor Charter Academy South Pointe Scholars Charter Academy Central Academy Fortis Academy Global Tech Academy	April 24,2023-May 26, 2023	1st & 5th (Classes of 2030 & 2034)
	Multicultural Academy  Lincoln Consolidated Schools  Whitmore Lake Public Schools  Ypsilanti Community School District	April 24,2023-May 26, 2023	1st, 2nd, 3rd, 4th & 5th (Classes of 2030, 2031, 2032, 2033 & 2034)
2023-2024  Based on 2023 Fall Pupil Membership Count	Ann Arbor Public Schools Chelsea Schools Dexter Community Schools Manchester Community Schools Milan Area Schools Saline Area Schools Washtenaw Intermediate School District  East Arbor Charter Academy Fortis Academy Honey Creek Community School Pittsfield Acres South Arbor Charter Academy South Pointe Scholars Charter 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

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

			Pupil Membership Count
2025-2026  Based on 2025 Fall Pupil Membership Count	Ann Arbor Public Schools Chelsea School District Dexter Community Schools Manchester Community Schools Milan Area Schools Saline Area Schools Washtenaw Intermediate School District  East Arbor Charter Academy Fortis Academy Honey Creek Community School Pittsfield Acres South Arbor Charter Academy South Point Scholars Charter Academy Central Academy Fortis Academy Global Tech Academy Multicultural 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	(Class of 2037) Any new students to previously enrolled cohort since previous Fall Pupil Membership Count