

# Agenda of Regular Meeting

## The Board of Education Waverly Community Schools

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A Regular Meeting of the Board of Education of Waverly Community Schools will be held September 16, 2024, beginning at 6:00 PM in the Board Room, 515 Snow Road, Lansing, MI 48917.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- I. Call to Order and Pledge to the Flag - President Alicia Guevara Warren
- II. Correspondence
- III. Public Comment for Specific Agenda Items Only  
**Per Board of Education Policy 167.3, each statement made by a participant shall be limited to four (4) minutes duration. If an interpreter is used, participants will be limited to eight (8) minutes.**
- IV. Board Member Comment
- V. Approval of Agenda and Acceptance of all Reports into Discussion  
**Recommendation: To request a motion to approve the September 16, 2024 agenda as presented and accept all reports into discussion.**
- VI. Approval of Consent Agenda Items  
Items listed below may be approved with one motion unless a board member requests than an item or items be removed for a separate action.

Closed Session Meeting Minutes August 19, 2024  
Report #24-16, Personnel Recommendations  
Report #24-17, Finance Report

**Recommendation: To request a motion to approve the consent agenda as presented.**

VII. Committee Meetings

Odd Months - September, November, January, March, May  
Policy

Finance & Facilities

Teaching & Learning

Even Months - October, December, February, April, June

Capital Improvements

Advocacy & Outreach

Special Education

VIII. Presentation of Reports

A. Personnel and Policy

1. For Action - Report #24-18, Ratification of Master Agreement - Waverly Education Support Professional Association (WESPA) 19

**Recommendation: To approve the tentative agreement between the Waverly Education Support Professional Association (WESPA) as presented.**

B. Finance and Operations

1. For Action - Report #24-19, Insulin Litigation Resolution 20

**Recommendation: To approve the resolution to join the lawsuit against various insulin manufacturers, pharmacy benefit managers, and other defendants accused of artificially inflating insulin prices at the expense of employers and health plan entities.**

2. For Action - Report #24-20, Certification of Winter Tax Levy 30

**Recommendation: To adopt the proposed winter tax levy for the City of Lansing, Delta Township, Lansing**

**Township, Watertown Township and Windsor Township  
(L-4029 certification) as presented.**

- C. For Action - Report #24-21, High School Overnight Field Trip 39

**Recommendation: To approve the High School overnight field trip to Ebersole Center as presented.**

- IX. Superintendent's Report
- X. Public Comment - Open Comment for District Related Items  
**Per Board of Education Policy 167.3, each statement made by a participant shall be limited to four (4) minutes duration. If an interpreter is used, participants will be limited to eight (8) minutes.**
- XI. Other Board Business
- XII. Closed Session - Student Issue and Contract Negotiation Update
- XIII. Adjournment

# Minutes of Regular Meeting

## The Board of Trustees Waverly Community Schools

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### Opening of Meeting

The regular monthly meeting of the Waverly Community Schools Board of Education was held on Monday, August 19, 2024 in the Waverly Board of Education Meeting Room, located at 515 Snow Rd., Lansing, MI 48917. President Guevara Warren called the meeting to order at 6:00 PM. The pledge to the flag was led by President Nester.

Members Present:                Alicia Guevara Warren  
   Vince Perkins  
   Cathy Pike  
   Holly Nester  
   Amy Krause  
   Ty Liggons

Members Absent:                Deborah Lopez

Staff Present:                    Kelly Blake, Superintendent  
   Shawn Lewis, Director of School Culture  
   Micky Savage, Director of Human Resources  
   Jon Harpst, Director of Technology  
   Evan Nuffer, Director of Finance & Operations  
   Tiffany Wright, Director of Student Services  
   Anthony Terranova  
   Bernard Colton  
   Ann Marie Lindsay  
   Waverly WEA Staff  
   Waverly Community Members

### Correspondence:

None

### Public Comment for Agenda Items:

None

### Board Member Comment:

#### Member Perkins:

- Welcomed staff back from break, and wished everyone a great year.

Member Pike:

- Proud to be part of the cell phone policy advisory committee. Very impressed with the number of teachers and administrators contributing to the details of the policy to ensure consistency throughout the buildings. This policy does follow the district strategic plan in ensuring a safe and consistent environment for our students. Thank you to Mike Shuptar for designing the classroom informative posters and Superintendent Blake for her research based data provided to support this policy.
- It was great to see staff in buildings early, preparing for a successful year.
- The school open houses being held are very well attended.

Member Krause:

- Welcome back teachers and have a great year.

Member Guevara Warren:

- Thank you to the staff and community for understanding the need to delay the start of the year for the Middle School and High School as unforeseen construction issues have occurred.

**Approval Consent Agenda Items**

A motion was presented by Member Liggons and supported by Member Perkins to approve the consent agenda.

**Motion PASSED**

**Vote: Ayes – 6      Nays – 0      Absent – 1, Member Lopez**

**Approval of Agenda and Acceptance of Reports**

President Guevara Warren requested the addition a personnel issue to the closed session.

A motion was presented by Member Krause and supported by Member Pike to approve the August 19, 2024 agenda as presented, with the addition requested by President Guevara Warren, and accept all reports into discussion.

**Motion PASSED**

**Vote: Ayes – 6      Nays – 0      Absent – 1, Member Lopez**

**Committee Meetings**

Finance & Facilities – Member Pike reported: (full Committee Minutes available upon request)

- The Committee discussed the 2024-25 State School Aid Act.
  - Material changes include less revenue for MI Kids Back on Track and Student Mental Health Supports.
  - Revenue increase due to a change to the MPSERS contribution requirements.
- A Cash Flow Analysis for 2024-25 was presented by Finance & Operations Director, Evan Nuffer.

- The Legislative Analysis of HB 4007 (prevailing wage) was discussed
- A review of each project being funded by the 2022 Building and Site, Series I and Series II bonds.

**PRESENTATION OF REPORTS**

**For Action – Report #24-15,** District Strategic Plan and 2024-25 Superintendent Goals  
 President Guevara Warren reviewed the process of developing the 2024-25 Superintendent Goals and the development of the Strategic Plan.

A motion was presented by Member Liggons and supported by Member Perkins to approve the District Strategic Plan and 2024-25 Superintendent Goals.

**Motion PASSED**

**Vote: Ayes – 6      Nays – 0      Absent – 1, Member Lopez**

**Superintendent’s Report:**

Superintendent Blake reported:

- Reviewed the monitoring of the current construction status at the Middle School and High School and the decision of delaying the start of those buildings until Monday, August 26, 2024.
  - Met with Construction Superintendent, district leadership, WEA union leadership, transportation, food service and Ingham ISD Pupil Accounting Auditor and came to the decision to delay.
- The building electronic signs have been updated with a Warrior logo and look amazing.
- MASB is offering a giveback to area board of education on select event registration. A list of those events will be sent to the board for review.
- Distributed the letter that was sent to families regarding the construction delay.

**Public Comment – Open Comment for District Issues**

Public comments were made by:

- High School teacher Mike Shuptar – clarified attendance comments made at the July 2024 board meeting.
- Todd Simon – expressed concern for class sizes at the High School.
- Community Member Lisa Parsons requested sensitivity training for all staff and students to ensure awareness and acceptance of all behaviors.

**Other Board Business:**

None

A motion was presented by Member Perkins and supported by Member Pike to enter into closed session for the purpose of contract negotiations and a personnel matter.

**Motion PASSED**

**Roll Call Vote:**      **Member Krause – Yes**  
**Member Pike – Yes**  
**Member Perkins – Yes**  
**Member Nester – Yes**  
**Member Liggons – Yes**  
**Member Guevara Warren - Yes**

The board convened to closed session at 6:23 pm.

The board returned to open session at 6:52 pm.

A motion was presented by Member Perkins and supported by Member Pike to approve the contract addendum for Superintendent Blake, effective July 1, 2024.

**Motion PASSED**

**Vote: Ayes – 6      Nays – 0      Absent – 1, Member Lopez**

The meeting adjourned at 6:54 pm.

Respectfully submitted,

Vince Perkins, Board Secretary  
aml

WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION REGULAR MEETING  
September 16, 2024

**Report #24-16**

**Subject: Personnel Report**

**A. Employment – Certified**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Salary</u>	<u>Effective</u>
Monica Spicer	Counselor	Middle School	MA Step 13/\$79,244	8/22/2024
Alan Weeks	Health & PE Teacher	HS & East	BA Step 5.5/\$53,117	8/23/2024
Alexandra Brown	6 <sup>th</sup> Gr Science Teacher	East Intermediate	BA Step 3.5/\$48,594	9/3/2024
Virginia Murphy	.6 FTE Math Teacher	Middle School	BA Step 13/\$74,164 Pro-rated	8/19/2024
Jennifer Knudstrup	GSRP Teacher	Colt ECEC	MA/BA35 Step 4/\$53,093 Pro-rated	8/27/2024

**B. Employment – Non-Certified**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Salary</u>	<u>Effective</u>
Sydney Parkinson	SE Para Educator	Winans	\$18.83/hr	8/21/2024
Paige Irwin	Instructional Para Educator	Colt ECEC	\$18.83/hr	8/22/2024
Lynea Villegas	GSRP Para Educator	Colt ECEC	\$18.50/hr	8/26/2024
Hayley Johns	SE Para Educator	Winans	\$17.03/hr	9/3/2024
Ayla Owens	FS3 Lunch Aide	Elmwood	\$13.40/hr	9/10/2024
Braydon Stauffer	Class C 2 <sup>nd</sup> Shift Custodian	HS & MS	\$16.60/hr	9/9/2024
Kara Ramirez	Class C 2 <sup>nd</sup> Shift Custodian	East/Winans/Colt	\$16.60/hr	9/9/2024
Arika Rivers	FS3 Lunch Aide	Elmwood	\$13.40/hr	9/10/2024

**C. Resignation – Certified**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Michelle Oppenheim	Instructional Coach	High School	8/15/2024
Lauren Brimhall	6 <sup>th</sup> Grade Teacher	East Intermediate	8/16/2024
Brittany Arthur	Elementary Teacher	Winans	8/30/2024
Heather Hicks	Math Teacher	High School	8/20/2024

**D. Resignation – Non-Certified**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
Breanna McGuire	Instructional Para	Colt ECEC	8/15/2024
Jennifer Andrews	Food Service Lunch Helper	Elmwood Elementary	8/15/2024
Kelly McLaren	Preschool Teacher	Colt ECEC	8/19/2024
Katherine Wilke	GSRP Associate Teacher	Colt ECEC	9/2/2024

**E. Staff Transfer**

<u>Name</u>	<u>From Position</u>	<u>To Position</u>	<u>Effective</u>
Vanessa Scruggs	Time-Out Monitor HS	Long Term SE Teacher Sub	8/19/2024
Marissa Ambrose	SE Para Educator Winans	Long Term SE Teacher Sub	8/19/2024
Christina Goedert	District FS Floater	FS Bakery Lead High School	8/19/2024
Marti Mailand	Preschool Lunch Aide Colt	GSRP Third Para Educator	8/19/2024
Brooke Coffey	Preschool Associate Teacher	GSRP Para Educator	8/19/2024
Rebecca O'Neill	Preschool Associate	GSRP 3 <sup>rd</sup> Para Educator	8/19/2024

**F. Retirement– Non-Certified**

<u>Name</u>	<u>Position</u>	<u>Building</u>	<u>Effective</u>
William Scott Lee	Head Custodian	East Intermediate	9/27/2024

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
SEPTEMBER 16, 2024**

**Report #24-17**

**FOR ACTION\*\*\***

**Subject:**

Finance Report

**Recommendation:**

The Superintendent recommends the Board of Education review and approve the following report:

**Financial Report:**

The cash balance as of July 31, 2024, was \$9,285,447.50. Receipts during August, consisting of State aid, property taxes and other revenues/transfers-in in the amount of \$3,954,098.48 minus disbursements during August of \$5,487,770.62, left the district with a General Fund cash balance, as of August 31, 2024, of \$7,751,775.36.

2024-25 General Fund expenditures/transfers-out exceed revenues/transfers-in by \$949,284. A summary of year-to-date activity in comparison to the budget is included in the supporting documentation.

2024-25 Student Activity Fund revenues/transfers-in exceed expenditures/transfers-out by \$10,983. A summary of year-to-date activity in comparison to the budget is included in the supporting documentation.

2024-25 Sinking Fund revenues exceed expenditures by \$92,053. A summary of year to date activity in comparison to the budget is included in the supporting documentation.

2024-25 Public Improvement Fund revenues/transfers-in exceed expenditures/transfers-out by \$1,348,212. A summary of year-to-date activity in comparison to the budget is included in the supporting documentation.

The balance of the 2022 Building and Site, Series I Bonds remaining to be allocated, including \$3,320,549 of accrued interest/change in market value, is \$0. A summary of life to date activity is included in the supporting documentation

The balance of the 2024 Building and Site, Series II Bonds remaining to be allocated, including \$502,223 of accrued interest/change in market value, is \$39,173,816. A summary of life to date activity is included in the supporting documentation

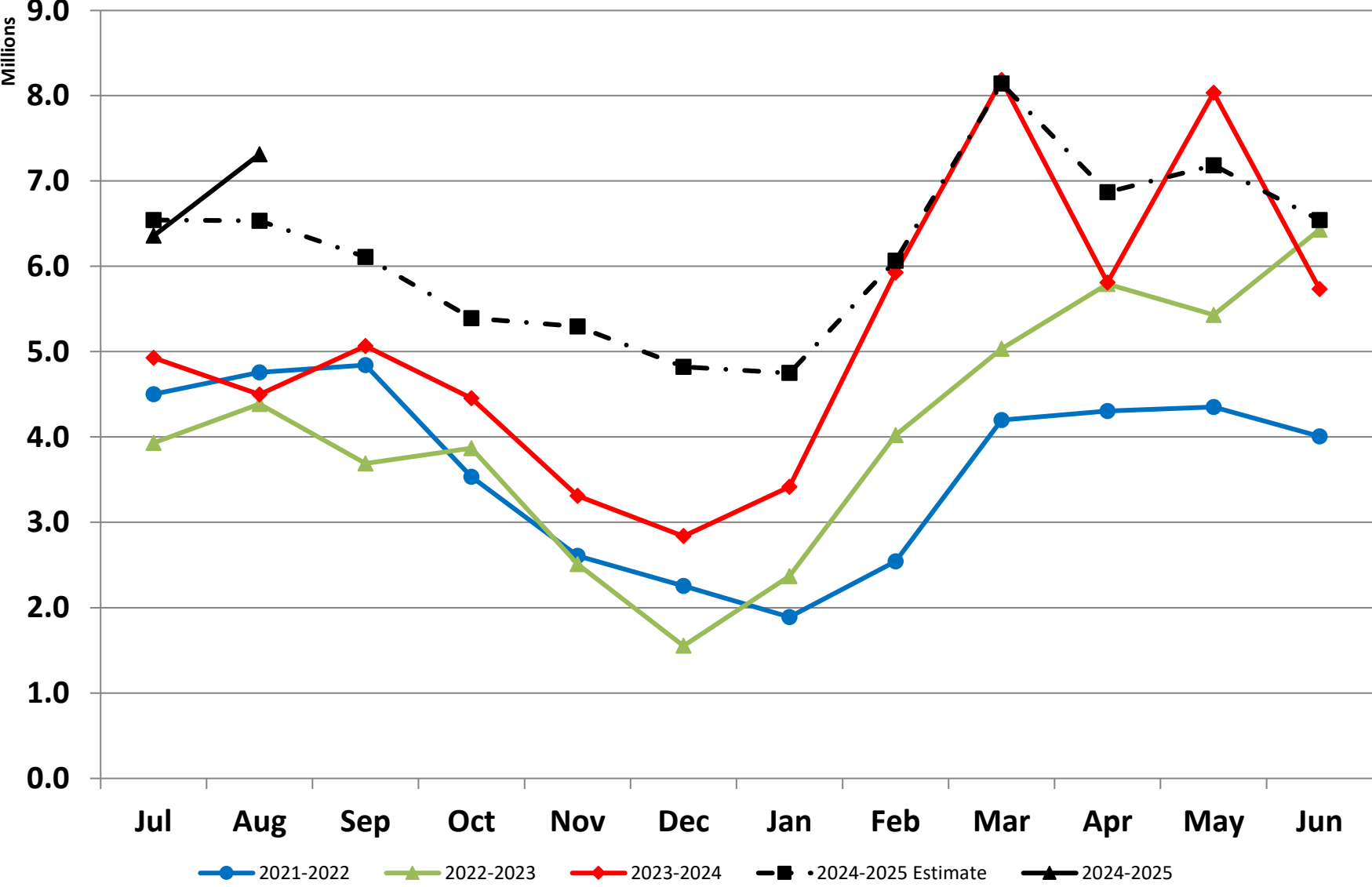
# Waverly Community Schools

## Finance Committee - Cash Position Report

For the Month Ended August 31, 2024

Balance on Hand July 31, 2024	9,285,447.50
Revenues	
State Aid	3,280,805.56
Taxes	424,605.00
Other Revenue	235,659.74
Interfund Transfers In	-
State Aid Note Proceeds	-
	<u>3,941,070.30</u>
Disbursements	
Payroll and Related Liabilities	(3,391,759.01)
Other Expenditures	(2,096,011.61)
State Aid Repayment	-
	<u>(5,487,770.62)</u>
Prior Month Adjustments - August 2024	13,028.18
Balance on Hand August 31, 2024	<u><u>7,751,775.36</u></u>
PNC Bank - General	4,626,906.93
MILAF	2,905,050.97
PNC Bank - Payroll	219,817.46
Comerica - Checking	-
	<u><u>7,751,775.36</u></u>
Difference	-

## Waverly Community Schools Cash Flow Analysis (Monthly Lows)



**Waverly Community Schools**  
**General Fund - Budgetary Comparison Schedule**  
**For the Month Ended August 31, 2024**

	Original Budget	Actual	Over (Under) Budget	% Available
<b>Revenue</b>				
Local sources	10,304,971	680,707	(9,624,264)	93.4%
State sources	30,272,282	1,720,170	(28,737,306)	94.4%
Federal sources	625,184	-	(653,771)	100.0%
Intergovernmental	3,886,251	-	(3,553,826)	100.0%
Transfers In	125,000	-	(125,000)	100.0%
<b>Total revenue</b>	<b>45,213,688</b>	<b>2,400,877</b>	<b>(42,694,167)</b>	<b>94.7%</b>
<b>Expenditures</b>				
Current:				
Instruction:				
Basic program	16,455,869	971,780	(15,647,169)	94.2%
Added needs	8,949,651	285,159	(8,273,157)	96.7%
<b>Total instruction</b>	<b>25,405,520</b>	<b>1,256,939</b>	<b>(23,920,327)</b>	<b>95.0%</b>
Support Services:				
Pupil	3,804,015	121,743	(3,454,697)	96.6%
Instructional staff	2,930,309	261,161	(2,549,197)	90.7%
General administration	447,950	107,188	(372,251)	77.6%
School administration	3,242,559	391,043	(2,905,268)	88.1%
Business	603,276	104,578	(511,457)	83.0%
Operations and maintenance	4,514,236	629,365	(3,951,018)	86.3%
Pupil transportation services	1,342,730	99,833	(1,293,037)	92.8%
Central	1,037,336	242,236	(811,191)	77.0%
Other	317,422	34,826	(271,142)	88.6%
<b>Total support services</b>	<b>18,239,833</b>	<b>1,991,973</b>	<b>(16,119,259)</b>	<b>89.0%</b>
Athletics	713,144	58,715	(655,950)	91.8%
Community services	-	-	-	0.0%
Welfare Activities	-	8,829	8,829	0.0%
Non Publics	-	-	-	0.0%
Facility Acquisition	-	-	-	0.0%
Debt service:				
Principal	-	-	-	0.0%
Interest	-	-	-	0.0%
Capital outlay	7,500	24,310	(136,135)	84.8%
Payments to other public schools	1,629,619	9,395	(1,634,416)	99.4%
<b>Total expenditures</b>	<b>45,995,616</b>	<b>3,350,161</b>	<b>(42,457,257)</b>	<b>92.7%</b>
Excess of Revenue (Under)Over Expenditures	(781,928)	(949,284)	(236,910)	
Transfers Out	1,100,000	-	(1,100,000)	100.0%
Change in Fund Balance	(1,881,928)	(949,284)	863,090	
Favorable Expenditure Variance (1.5%)	689,934			
Projected Change in Fund Balance	(1,191,994)			
Fund Balance - Beginning of year	8,876,530			
Fund Balance - End of year	7,684,536			
	16.7%			

**Waverly Community Schools**  
**Student Activity Fund - Budgetary Comparison Schedule**  
**For the Month Ended August 31, 2024**

	Original Budget	Actual	Over (Under) Budget	% Available
Revenue				
Local sources	172,456	24,421	(148,035)	85.8%
State sources	-	-	-	0.0%
Federal sources	-	-	-	0.0%
Intergovernmental	-	-	-	0.0%
Transfers In	-	-	-	0.0%
<b>Total revenue</b>	<b>172,456</b>	<b>24,421</b>	<b>(148,035)</b>	<b>85.8%</b>
Expenditures				
Student Activities	108,104	4,689	(103,415)	95.7%
Athletics	58,298	8,750	(49,548)	85.0%
<b>Total expenditures</b>	<b>166,401</b>	<b>13,439</b>	<b>(152,963)</b>	<b>91.9%</b>
Excess of Revenue (Under)Over Expenditures	6,055	10,983	4,928	
Transfers Out	-	-	-	0.0%
Change in Fund Balance	6,055	10,983	4,928	
Fund Balance - Beginning of year	329,114			
Fund Balance - End of year	335,169			

**Waverly Community Schools**  
**Sinking Fund - Budgetary Comparison Schedule**  
**For the Month Ended August 31, 2024**

	Original Budget	Actual	Over (Under) Budget	% Available
<b>Revenue</b>				
Local sources	1,132,179	92,053	(1,040,126)	91.9%
State sources	-	-	-	0.0%
Federal sources	-	-	-	0.0%
Intergovernmental	-	-	-	0.0%
Transfers In	-	-	-	0.0%
<b>Total revenue</b>	<b>1,132,179</b>	<b>92,053</b>	<b>(1,040,126)</b>	<b>91.9%</b>
<b>Expenditures</b>				
Current:				
Support Services - Business	-	-	-	0.0%
Support Services - Central	-	-	-	0.0%
Facilities Acquisition, Construction and Improvements:				
Site Acquisition Services	-	-	-	0.0%
Site Improvement Services	-	-	-	0.0%
Architecture and Engineering Services	-	-	-	0.0%
Building Acquisition and Construction Services	-	-	-	0.0%
Building Improvement Services	-	-	-	0.0%
Other Acquisition and Construction Services	-	-	-	0.0%
<b>Total expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>0.0%</b>
<b>Excess of Revenue (Under)Over Expenditures</b>	<b>1,132,179</b>	<b>92,053</b>	<b>(1,040,126)</b>	
Transfers Out	-	-	-	
<b>Net Change in Fund Balance</b>	<b>1,132,179</b>	<b>92,053</b>	<b>(1,040,126)</b>	
<b>Fund Balance - Beginning of year</b>	<b>4,221,702</b>			
<b>Fund Balance - End of year</b>	<b>5,353,881</b>			

**Waverly Community Schools**  
**Public Improvement Fund - Budgetary Comparison Schedule**  
**For the Month Ended August 31, 2024**

	Revised Budget	Original Budget	Actual	Over (Under) Budget	% Available
<b>Revenue</b>					
Local sources	50,000	50,000	18,395	(31,605)	63.2%
State sources	1,148,658	-	1,148,659	1,148,659	0.0%
Federal sources	-	-	-	-	0.0%
Intergovernmental	-	-	-	-	0.0%
Transfers In	1,100,000	1,100,000	-	(1,100,000)	100.0%
<b>Total revenue</b>	<b>2,298,658</b>	<b>1,150,000</b>	<b>1,167,053</b>	<b>17,053</b>	<b>-1.5%</b>
<b>Expenditures</b>					
Current:					
Support Services - Business	-	-	-	-	0.0%
Support Services - Operations and Maintenance	-	-	-	-	0.0%
Support Services - Transportation	-	-	-	-	0.0%
Support Services - Central	-	-	-	-	0.0%
Facilities Acquisition, Construction and Improvements:					
Site Acquisition Services	-	-	-	-	0.0%
Site Improvement Services	-	-	-	-	0.0%
Architecture and Engineering Services	-	-	-	-	0.0%
Building Acquisition and Construction Services	-	-	-	-	0.0%
Building Improvement Services	4,129,180	-	(181,159)	(181,159)	0.0%
Other Acquisition and Construction Services	-	-	-	-	0.0%
<b>Total expenditures</b>	<b>4,129,180</b>	<b>-</b>	<b>(181,159)</b>	<b>(181,159)</b>	<b>0.0%</b>
<b>Excess of Revenue (Under)Over Expenditures</b>	<b>(1,830,522)</b>	<b>1,150,000</b>	<b>1,348,212</b>	<b>198,212</b>	
Transfers Out	-	-	-	-	
<b>Net Change in Fund Balance</b>	<b>(1,830,522)</b>	<b>1,150,000</b>	<b>1,348,212</b>	<b>198,212</b>	
<b>Fund Balance - Beginning of year</b>	<b>2,879,532</b>	<b>2,879,532</b>	<b>2,879,532</b>		
<b>Fund Balance - End of year</b>	<b>1,049,010</b>	<b>4,029,532</b>	<b>4,227,744</b>		

**Waverly Community Schools**  
**2022 Building and Site Bonds, Series I**  
**Budget Summary**  
**As of August 31, 2024**

	Budget	Actual	Encumbered	Balance Remaining
<b>Construction</b>				
New Construction	-	-	-	-
Remodeling	40,956,655	25,062,749	14,762,245	1,131,660
Site Improvements	3,828,197	4,748,850	2,891,408	(3,812,061)
<b>Construction Base Budget Subtotal</b>	<b>44,784,852</b>	<b>29,811,600</b>	<b>17,653,653</b>	<b>(2,680,401)</b>
<b>Instructional Technology</b>				
Computers and Mobile Devices	1,468,271	1,578,583	64,867	(175,179)
Audio / Visual	1,834,372	687,042	959,863	187,467
<b>Instructional Technology Subtotal</b>	<b>3,302,643</b>	<b>2,265,625</b>	<b>1,024,730</b>	<b>12,288</b>
<b>Loose Furnishings and Equipment</b>				
Non-Instructional Computers and Mobile Devices	73,904	-	-	73,904
Non-Instructional Audio / Visual	-	-	-	-
Furnishings, Fixtures and Equipment (FF&E)	4,021,389	2,074,422	1,053,068	893,898
<b>Loose Furnishings and Equipment Subtotal</b>	<b>4,095,293</b>	<b>2,074,422</b>	<b>1,053,068</b>	<b>967,802</b>
<b>District</b>				
Buses	449,946	-	-	449,946
Contingency	1,349,574	38,928	2,640,942	(1,330,295)
Election/Issuance Costs	839,463	257,948	-	581,515
General Conditions	994,618	860,879	586,031	(452,293)
Architect and Engineering Fees	3,011,715	4,452,212	(1,431,399)	(9,099)
A/E Reimbursables	431,821	693,692	39,220	(301,091)
Technology Design	393,305	412,340	(19,035)	(0)
Construction Mgr	3,050,990	3,189,653	(138,663)	0
<b>District Subtotal</b>	<b>10,521,432</b>	<b>9,905,652</b>	<b>1,677,097</b>	<b>(1,061,316)</b>
Bank Interest/Proceeds	(704,265)	(3,320,549)	-	2,616,284
<b>Totals</b>	<b>61,999,956</b>	<b>40,736,750</b>	<b>21,408,548</b>	<b>(145,342)</b>
Underwriters Discount	454,800	454,800	-	-
<b>Grand Total</b>	<b>62,454,756</b>	<b>41,191,550</b>	<b>21,408,548</b>	<b>(145,342)</b>

**Waverly Community Schools**  
**2022 Building and Site Bonds, Series II**  
**Budget Summary**  
**As of August 31, 2024**

	Budget	Actual	Encumbered	Balance Remaining
<b>Construction</b>				
New Construction	17,591,703	-	2,902,293	14,689,410
Remodeling	21,129,409	-	9,462,141	11,667,268
Site Improvements	2,352,092	-	-	2,352,092
<b>Construction Base Budget Subtotal</b>	<b>41,073,204</b>	<b>-</b>	<b>12,364,434</b>	<b>28,708,770</b>
<b>Instructional Technology</b>				
Computers and Mobile Devices	598,414	-	-	598,414
Audio / Visual	974,132	-	-	974,132
<b>Instructional Technology Subtotal</b>	<b>1,572,546</b>	<b>-</b>	<b>-</b>	<b>1,572,546</b>
<b>Loose Furnishings and Equipment</b>				
Non-Instructional Computers and Mobile Devices	272,130	-	-	272,130
Non-Instructional Audio / Visual	290,215	-	-	290,215
Furnishings, Fixtures and Equipment (FF&E)	1,912,269	-	-	1,912,269
<b>Loose Furnishings and Equipment Subtotal</b>	<b>2,474,614</b>	<b>-</b>	<b>-</b>	<b>2,474,614</b>
<b>District</b>				
Buses	674,918	-	-	674,918
Contingency	3,874,851	-	311,206	3,563,645
Election/Issuance Costs	829,463	252,097	-	577,366
General Conditions	1,055,897	-	65,302	990,595
Architect and Engineering Fees	2,775,410	-	2,775,410	-
A/E Reimbursables	462,568	-	69,903	392,665
Technology Design	251,083	-	251,083	-
Construction Mgr	3,238,964	-	3,238,964	-
<b>District Subtotal</b>	<b>13,163,154</b>	<b>252,097</b>	<b>6,711,868</b>	<b>6,199,189</b>
Bank Interest/Proceeds	(283,526)	(502,223)	-	218,697
<b>Totals</b>	<b>57,999,992</b>	<b>(250,126)</b>	<b>19,076,302</b>	<b>39,173,816</b>
Underwriters Discount	1,154,642	1,154,642	-	1
<b>Grand Total</b>	<b>59,154,634</b>	<b>904,516</b>	<b>19,076,302</b>	<b>39,173,816</b>

**Waverly Community Schools**  
**Building and Site Bonds - May 2021 Authorization**  
**Budget Summary - All Series**  
**As of August 31, 2024**

	Budget	Actual	Encumbered	Balance Remaining
<b>Construction</b>				
New Construction	17,591,703	-	2,902,293	14,689,410
Remodeling	63,626,895	25,062,749	24,224,386	14,339,760
Site Improvements	6,632,203	4,748,850	2,891,408	(1,008,055)
<b>Construction Base Budget Subtotal</b>	<b>87,850,802</b>	<b>29,811,600</b>	<b>30,018,087</b>	<b>28,021,115</b>
<b>Instructional Technology</b>				
Computers and Mobile Devices	3,943,267	1,578,583	64,867	2,299,817
Audio / Visual	2,808,504	687,042	959,863	1,161,599
<b>Instructional Technology Subtotal</b>	<b>6,751,771</b>	<b>2,265,625</b>	<b>1,024,730</b>	<b>3,461,416</b>
<b>Loose Furnishings and Equipment</b>				
Non-Instructional Computers and Mobile Devices	618,614	-	-	618,614
Non-Instructional Audio / Visual	290,215	-	-	290,215
Furnishings, Fixtures and Equipment (FF&E)	6,012,398	2,074,422	1,053,068	2,884,907
<b>Loose Furnishings and Equipment Subtotal</b>	<b>6,921,227</b>	<b>2,074,422</b>	<b>1,053,068</b>	<b>3,793,736</b>
<b>District</b>				
Buses	1,124,864	-	-	1,124,864
Contingency	5,403,767	38,928	2,952,148	2,412,692
Election/Issuance Costs	1,787,689	510,045	-	1,277,644
General Conditions	2,099,386	860,879	651,333	587,173
Architect and Engineering Fees	5,901,198	4,452,212	1,458,084	(9,099)
A/E Reimbursables	913,401	693,692	110,527	109,183
Technology Design	817,208	412,340	418,418	(13,550)
Construction Mgr	6,439,865	3,189,653	3,183,575	66,637
<b>District Subtotal</b>	<b>24,487,378</b>	<b>10,157,749</b>	<b>8,774,085</b>	<b>5,555,544</b>
Bank Interest/Proceeds	(1,011,178)	(3,822,771)	-	2,811,593
<b>Totals</b>	<b>125,000,000</b>	<b>40,486,624</b>	<b>40,869,971</b>	<b>43,643,405</b>
Underwriters Discount	1,609,442	1,609,442	-	1
<b>Grand Total</b>	<b>126,609,442</b>	<b>42,096,066</b>	<b>40,869,971</b>	<b>43,643,406</b>

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
SEPTEMBER 16, 2024**

**Report #24-18**

**FOR ACTION**

**Subject:**

Ratification of Master Agreement – Waverly Education Support Personnel Association

**Recommendation:**

The Superintendent recommends the Board approve the tentative agreement as negotiated between the Waverly Education Support Personnel Association (“Bargaining Unit”) and the Board of Education as presented.

**Statement of Purpose:**

The Board of Education and the Bargaining Unit must both ratify the agreement in order for it to take effect as of the dates prescribed in the agreement.

**Background Information:**

The Board representatives and Bargaining Unit representatives reached a tentative agreement for a one-year contract on August 26, 2024. The agreement includes language changes reflected throughout the contract.

The economic proposal of the tentative agreement includes changes to salaries and benefits, including Holidays and Longevity.

**Budget Impact:**

The estimated cost to the District will be approximately \$230,000.

**Discussion of Options:**

The Board may entertain a motion to ratify the contract as presented or reject the contract as presented and continue negotiations with the bargaining unit.

**Rationale for Recommendation:**

The bargaining unit did vote to ratify this contract. The administrative team assigned to negotiate the contract believe this is a fair contract negotiated in good faith between both parties.

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
SEPTEMBER 16, 2024**

**Report #24-19**

**FOR ACTION**

**Subject:**

Insulin Litigation Resolution

**Recommendation:**

The Superintendent recommends the Board of Education approve the resolution to join the lawsuit against various insulin manufacturers, pharmacy benefit managers, and other defendants accused of artificially inflating insulin prices at the expense of employers and health plan entities.

**Statement of Purpose:**

Schools that join the litigation will be represented by Frantz Law Group, APLC, a California professional law corporation, and will need to respond to a questionnaire and produce requested documents. Frantz estimates school staff involvement in the litigation will not exceed 10 hours throughout the entire litigation. Frantz does not expect that any school Board members, administrators, or staff will be deposed.

**Budget Impact:**

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

**Historical Perspective:**

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

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

**Discussion of Options:**

The Board of Education can adopt the resolution as presented, reject the resolution or table the resolution for further discussion.

**Rationale for Recommendation:**

It is in the Districts best interest to take such action to obtain monetary damages and injunctive relief for the District in the lawsuit, however a recovery in the litigation is not guaranteed.

**Strategic Plan Reference:**

As the heart of the community, our mission is to educate and prepare each student to achieve her or his academic best, develop character, become a lifelong learner and contribute as a citizen of our global society.

## INSULIN LITIGATION RESOLUTION

A regular meeting of the Waverly Community Schools (“Entity”) Board of Education (the “Board”) was held on the 16th day of September, 2024 at the following time: 6:00 o’clock p.m. (“Meeting”).

The Meeting was called to order by \_\_\_\_\_

Present:

Absent:

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

### **WHEREAS:**

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

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

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

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

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

### **NOW, THEREFORE, BE IT RESOLVED THAT:**

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

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

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

Ayes:

Nays:

Absent:

Motion Passed:

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[Board Secretary or Clerk]

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

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[Board Secretary or Clerk]

Date: \_\_\_\_\_, 202\_\_

## ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between Waverly Community Schools, whose address is 515 Snow Road, Lansing, MI 48917 (“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 its Superintendent, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims for damages associated with the Insulin litigation, specifically Case No. 2:23-md-03080 in the United States District Court for the District of New Jersey (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Frantz Law Group, APLC

Dated: \_\_\_\_\_, 202\_\_

Frantz Signature: \_\_\_\_\_

Frantz Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_, 202\_\_

Signature: \_\_\_\_\_

Print Name: **Kelly Blake**

Client Name: **Waverly Community Schools**

Position of Signatory: **Superintendent**

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
SEPTEMBER 16, 2024**

**Report #24-20**

**FOR ACTION\*\*\***

**Subject:**

Certification of Winter Tax Levy

**Recommendation:**

The Superintendent recommends the Board of Education adopt the proposed winter tax levy for the City of Lansing, Delta Township, Lansing Township, Watertown Township and Windsor Township. A copy of the certification (L-4029) is included in the support materials.

**Statement of Purpose:**

To certify the tax levy, allowing local taxing units to collect winter taxes for the district.

**Budget Impact:**

If the certification of tax levy is not adopted, taxing units will not collect winter taxes for the school district.

**Historical Perspective:**

Section 380.1213 of Michigan School Code provides that the Secretary of the Board of Education file a certified copy of a resolution adopted by the Board, stating the number of mills to be levied on taxable properties within the school district. This certification is to be filed with the appropriate township(s) and city clerk(s).

A breakdown of the winter tax levy is as follows:

<u>Operating</u>	<u>Rate<sup>(1)</sup></u>	<u>Rate<sup>(2)</sup></u>	<u>Expires</u>
All – Voted (Hold Harmless)	0.9112	1.7796	December 31, 2032
Commercial Personal – Voted	3.9112	7.7796	December 31, 2032
Non-Home – Voted	8.0888	16.2204	December 31, 2032
 <u>2022 Building and Site Debt</u>			
All	1.1750	2.3500	December 31, 2051
 <u>2024 Building and Site Debt</u>			
All	2.0250	4.0500	December 31, 2054
 <u>2016 Sinking Fund</u>			
All	0.5000	1.0000	December 31, 2025

<sup>(1)</sup> – City of Lansing, Lansing Township and Delta Township

<sup>(2)</sup> – Watertown Township and Windsor Township

The winter levy for the City of Lansing, Lansing Township and Delta Township is based upon fifty percent (50%) of the total levy.

**Discussion of Options:**

The Board may adopt the recommendation as presented, reject the recommendation or could reduce the amount of any of the above levies. Any reduction in tax levy will result in the loss of revenue for the District.

**Strategic Plan Reference:**

As the heart of the community, our mission is to educate and prepare each student to achieve her or his academic best, develop character, become a life long learner, and contribute as a citizen of our global society.

**2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024)**

**MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

**Carefully read the instructions on page 2.**

This form is issued under authority of MCL Sections 211.24e, 211.34 and 211.34d. Filing is mandatory; Penalty applies.

County(ies) Where the Local Government Unit Levies Taxes <b>Eaton County - Delta Township</b>	2024 Taxable Value for ALL Properties in the Unit as of 5-28-24. <b>746,404,586</b>
Local Government Unit Requesting Millage Levy <b>Waverly Community Schools</b>	For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>"Not yet known"</b>

**This form must be completed for each unit of government for which a property tax is levied. Penalty for non-filing is provided under MCL Sec 211.119. The following tax rates have been authorized for levy on the 2024 tax roll.**

(1) Source	(2) Purpose of Millage	(3) Date of Election	(4) Original Millage Authorized by Election, Charter, etc.	(5)** 2023 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(6) 2024 Current Year "Headlee" Millage Reduction Fraction	(7) 2024 Millage Rate Permanently Reduced by MCL 211.34d "Headlee"	(8) Sec. 211.34 Truth in Assessing or Equalization Millage Rollback Fraction	(9) Maximum Allowable Millage Levy *	(10) Millage Requested to be Levied July 1	(11) Millage Requested to be Levied Dec. 1	(12) Expiration Date of Millage Authorized
Extra Voted	Operating NON-HOME	08/2022	18.4946	18.4946	1.0000	18.4946	1.0000	18.0000	8.1316	8.0888	12/2032
Hold Harmless Extra Voted	Operating ALL	08/2022	9.3000	9.3000	1.0000	9.3000	1.0000	9.3000	0.8684	0.9112	12/2032
											31
Extra Voted	2022 Debt DEBT-ALL	05/2021	2.3500	N/A	1.0000	N/A	1.0000	2.3500	1.1750	1.1750	12/2051
Extra Voted	2024 Debt DEBT-ALL	05/2021	4.0500	N/A	1.0000	N/A	1.0000	4.0500	2.0250	2.0250	12/2053
Extra Voted	Sinking Fund ALL	03/2016	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	0.5000	0.5000	12/2025

Prepared by <b>Justin Hill</b>	Telephone Number <b>517-244-1480</b>	Title of Preparer <b>Accountant, Ingham ISD</b>	Date <b>09/06/24</b>
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**CERTIFICATION:** As the representatives for the local government unit named above, we certify that these requested tax levy rates have been reduced, if necessary to comply with the state constitution (Article 9, Section 31), and that the requested levy rates have also been reduced, if necessary, to comply with MCL Sections 211.24e, 211.34 and, for LOCAL school districts which levy a Supplemental (Hold Harmless) Millage, 380.1211(3).

<input type="checkbox"/> Clerk	Signature	Print Name	Date
<input checked="" type="checkbox"/> Secretary			
<input type="checkbox"/> Chairperson	Signature	Print Name	Date
<input checked="" type="checkbox"/> President			

\* Under Truth in Taxation, MCL Section 211.24e, the governing body may decide to levy a rate which will not exceed the maximum authorized rate allowed in column 9. The requirements of MCL 211.24e must be met prior to levying an operating levy which is larger than the base tax rate but not larger than the rate in column 9.

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Local School District Use Only. Complete if requesting millage to be levied. See STC Bulletin 2 of 2024 for instructions on completing this section.	
Total School District Operating Rates to be Levied (HH/Supp and NH Oper ONLY)	<b>Rate ***</b>
For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	0.9112
For Commercial Personal	3.9112
For all Other	9.0000

**\*\*\* FOR DECEMBER 1 LEVY**

**2024 Tax Rate Request (This form must be completed and submitted on or before September 30, 2024)**

**MILLAGE REQUEST REPORT TO COUNTY BOARD OF COMMISSIONERS**

**Carefully read the instructions on page 2.**

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County(ies) Where the Local Government Unit Levies Taxes <b>Ingham County - City of Lansing</b>	2024 Taxable Value for ALL Properties in the Unit as of 5-28-24. <b>2,764,061</b>
Local Government Unit Requesting Millage Levy <b>Waverly Community Schools</b>	For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>"Not yet known"</b>

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											32
Extra Voted	2022 Debt DEBT-ALL	05/2021	2.3500	N/A	1.0000	N/A	1.0000	2.3500	1.1750	1.1750	12/2051
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Extra Voted	Sinking Fund ALL	03/2016	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	0.5000	0.5000	12/2025

Prepared by <b>Justin Hill</b>	Telephone Number <b>517-244-1480</b>	Title of Preparer <b>Accountant, Ingham ISD</b>	Date <b>09/06/24</b>
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County(ies) Where the Local Government Unit Levies Taxes <b>Ingham County - Lansing Township</b>	2024 Taxable Value for ALL Properties in the Unit as of 5-28-24. <b>155,835,273</b>
Local Government Unit Requesting Millage Levy <b>Waverly Community Schools</b>	For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>"Not yet known"</b>

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Extra Voted	2024 Debt DEBT-ALL	05/2021	4.0500	N/A	1.0000	N/A	1.0000	4.0500	2.0250	2.0250	12/2053
Extra Voted	Sinking Fund ALL	03/2016	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	0.5000	0.5000	12/2025

Prepared by <b>Justin Hill</b>	Telephone Number <b>517-244-1480</b>	Title of Preparer <b>Accountant, Ingham ISD</b>	Date <b>09/06/24</b>
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County(ies) Where the Local Government Unit Levies Taxes <b>Clinton County - Watertown Twp.</b>	2024 Taxable Value for ALL Properties in the Unit as of 5-28-24. <b>87,165,214</b>
Local Government Unit Requesting Millage Levy <b>Waverly Community Schools</b>	For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>"Not yet known"</b>

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Extra Voted	Operating NON-HOME	08/2022	18.4946	18.4946	1.0000	18.4946	1.0000	18.0000		16.2204	12/2032
Hold Harmless Extra Voted	Operating ALL	08/2022	9.3000	9.3000	1.0000	9.3000	1.0000	9.3000		1.7796	12/2032
											34
Extra Voted	2022 Debt DEBT-ALL	05/2021	2.3500	N/A	1.0000	N/A	1.0000	2.3500		2.3500	12/2051
Extra Voted	2024 Debt DEBT-ALL	05/2021	4.0500	N/A	1.0000	N/A	1.0000	4.0500		4.0500	12/2053
Extra Voted	Sinking Fund ALL	03/2016	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000		1.0000	12/2025

Prepared by <b>Justin Hill</b>	Telephone Number <b>517-244-1480</b>	Title of Preparer <b>Accountant, Ingham ISD</b>	Date <b>09/06/24</b>
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For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	1.7796
For Commercial Personal	7.7796
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**\*\*\* FOR DECEMBER 1 LEVY**

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County(ies) Where the Local Government Unit Levies Taxes <b>Eaton County - Windsor Township</b>	2024 Taxable Value for ALL Properties in the Unit as of 5-28-24. <b>43,520,689</b>
Local Government Unit Requesting Millage Levy <b>Waverly Community Schools</b>	For LOCAL School Districts: 2024 Taxable Value excluding Principal Residence, Qualified Agricultural, Qualified Forest, Industrial Personal and Commercial Personal Properties. <b>"Not yet known"</b>

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Extra Voted	Operating NON-HOME	08/2022	18.4946	18.4946	1.0000	18.4946	1.0000	18.0000		16.2204	12/2032
Hold Harmless Extra Voted	Operating ALL	08/2022	9.3000	9.3000	1.0000	9.3000	1.0000	9.3000		1.7796	12/2032
											35
Extra Voted	2022 Debt DEBT-ALL	05/2021	2.3500	N/A	1.0000	N/A	1.0000	2.3500		2.3500	12/2051
Extra Voted	2024 Debt DEBT-ALL	05/2021	4.0500	N/A	1.0000	N/A	1.0000	4.0500		4.0500	12/2053
Extra Voted	Sinking Fund ALL	03/2016	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000		1.0000	12/2025

Prepared by <b>Justin Hill</b>	Telephone Number <b>517-244-1480</b>	Title of Preparer <b>Accountant, Ingham ISD</b>	Date <b>09/06/24</b>
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For Principal Residence, Qualified Ag, Qualified Forest and Industrial Personal	1.7796
For Commercial Personal	7.7796
For all Other	18.0000

**\*\*\* FOR DECEMBER 1 LEVY**

**2024 SUMMARY OF ESTIMATED WINTER DEBT LEVY \***

**WAVERLY COMMUNITY SCHOOLS**

**UNITS THAT COLLECT BOTH  
SUMMER & WINTER**

<u>Assessing Unit</u>	<u>2024 Total Taxable Valuation</u>	<u>2022 Debt (B&amp;S) (2021)</u>	<u>2024 Debt (B&amp;S) (2021)</u>	<u>Total Debt (One-half year rate)</u>
		1.1750	2.0250	3.2000
Lansing Township	155,835,273	\$183,106.45	\$315,566.43	\$498,672.88
City of Lansing - Ingham	2,764,061	\$3,247.77	\$5,597.22	\$8,844.99
Delta Township	746,404,586	\$877,025.39	\$1,511,469.29	\$2,388,494.68

36

**UNITS THAT COLLECT  
ONLY IN WINTER**

<u>Assessing Unit</u>	<u>2024 Total Taxable Valuation</u>	<u>2022 Debt (B&amp;S) (2021)</u>	<u>2024 Debt (B&amp;S) (2021)</u>	<u>Total Debt (Full year rate)</u>
		2.3500	4.0500	6.4000
Watertown Township	87,165,214	\$204,838.25	\$353,019.12	\$557,857.37
Windsor Township	43,520,689	\$102,273.62	\$176,258.79	\$278,532.41
<b>TOTAL WINTER DEBT</b>	<u>1,035,689,823</u>	<u>\$1,370,491.48</u>	<u>\$2,361,910.85</u>	<u>\$3,732,402.33</u>

\* Note: This property tax levy information is for Debt ONLY. Refer to L-4029 for operating levy.

## 2024 SUMMARY OF ESTIMATED WINTER SINKING FUND LEVY \*

### WAVERLY COMMUNITY SCHOOLS

#### UNITS THAT COLLECT BOTH SUMMER & WINTER

<u>Assessing Unit</u>	<u>2024 Total Taxable Valuation</u>	<u>Total SINKING FUND (One-half year rate) 0.5000</u>
Lansing Township	155,835,273	\$77,917.64
City of Lansing - Ingham	2,764,061	\$1,382.03
Delta Township	746,404,586	\$373,202.29

#### UNITS THAT COLLECT ONLY IN WINTER

<u>Assessing Unit</u>	<u>2024 Total Taxable Valuation</u>	<u>Total SINKING FUND (Full year rate) 1.0000</u>
Watertown Township	87,165,214	\$87,165.21
Windsor Township	43,520,689	\$43,520.69
<b>TOTAL WINTER SINKING FUND</b>	<u><u>1,035,689,823</u></u>	<u><u>\$583,187.86</u></u>

\* Note: This property tax levy information is for SINKING FUND ONLY. Refer to L-4029 for operating levy.

**INGHAM INTERMEDIATE SCHOOL DISTRICT  
TAXABLE VALUATIONS**

Please Note:

These figures are the ad valorem tax roll.  
They include amounts that will be diverted  
due to TIFA/DDA/LDFA.

**DISTRICT: WAVERLY SCHOOLS**

The Non-Homestead numbers below are for Headlee calculation only!  
Different Non-Homestead numbers may be used for property tax bills.

<u>ASSESSMENT UNIT</u>	<u>2023 TAXABLE</u>	<u>2023 LOSSES</u>	<u>2024 ADDITIONS</u>	<u>TOTAL 2024 TAXABLE</u>
<b>Lansing Township</b>	147,902,857	1,732,549	2,165,769	155,835,273
Non-Homestead	72,057,330	1,038,951	1,350,300	75,284,090
<b>Lansing City-Ingham</b>	2,696,652	101,013	12,000	2,764,061
Non-Homestead	148,235	96,600	0	50,509
<b>Watertown Township</b>	80,841,128	372,568	2,750,100	87,165,214
Non-Homestead	54,386,432	0	1,844,150	56,266,300
<b>Eaton County Total</b>	747,742,090	16,010,489	30,134,434	789,925,275
Non-Homestead	327,960,445	1,091,700	12,939,600	352,312,825
<b>Delta Township</b>	711,770,126	15,824,730	24,160,199	746,404,586
Non-Homestead	303,229,732	1,047,000	7,361,000	320,908,330
<b>Windsor Township</b>	35,971,964	185,759	5,974,235	43,520,689
Non-Homestead	24,730,713	44,700	5,578,600	31,404,495
<b>TOTAL All Property</b>	979,182,727	18,216,619	35,062,303	1,035,689,823
<b>Total Non-Homestead</b>	454,552,442	2,227,251	16,134,050	483,913,724

	<u>All Property</u>		<u>Non-Homestead Property</u>	
Percentage of Overall Increase	5.7708%		6.4594%	
Increase on Existing	4.1272%		3.4167%	
2024 Base Tax Rate Fraction	0.9604	Truth in Taxation	0.9670	Truth in Taxation
2024 Millage Reduction Fraction	1.0093	Headlee	1.0163	Headlee
		<b>(Cap = 1.0000)</b>		<b>(Cap = 1.0000)</b>

**WAVERLY COMMUNITY SCHOOLS  
BOARD OF EDUCATION  
REGULAR BOARD MEETING  
September 16, 2024**

**Report #24-21**

**FOR ACTION**

**Subject:**

Student Trip - Overnight Field Trip to Ebersole Center in Wayland, Michigan

**Recommendation:**

Superintendent recommends approval of the overnight field trip to Ebersole Center from November 6, 2024 to November 7, 2024 to Wayland, Michigan.

**Background Information:**

This is a leadership opportunity for student government students to participate in activities to strengthen leadership abilities.

PROPOSAL FOR OVERNIGHT/EXTENDED STUDENT TRIPS

Type of Trip Overnight field trip to Ebersole Center  
 Proposed Departure Date November 6, 2024 Return Date November 7, 2024  
 Proposer Nicole Ok-Shaw Position teacher  
 Date by which response is needed asap Proposal Date 9-5-24

A. Purpose

1. What is the major place to be visited or event to be attended?

Ebersole Center in Wayland, MI

40

2. How is the trip related to the educational program of the District?

Leadership opportunity for Student Government students at Ebersole Center

3. In what ways will the students benefit?

We will spend the 2 days participating in activities provided by camp staff

4. In what ways will the District benefit?

students will get to experience staying at a camp and participating with activities to strengthen their leadership opportunities

5. How will the trip be evaluated to determine the extent to which these benefits were realized?

I will have the students complete a google form about the experience after the fact

B. Students and Staff

1. Which students, (grade, class, or organization), will be going?

Student government members  
(grades 9-12)

B. Students and Staff (cont'd)

2. How many students in total?

~ 50 students

3. How many students are currently experiencing academic problems?

If students are failing 2 or more classes, they will not be allowed to attend

4. Which staff member will be in charge?

Nicole Oki-Shaw

41

5. What previous experience has the staff member had in conducting overnight or extended field trips?

I have chaperoned bond camp at Ebersole Center and on international trips

6. What other staff members will be going?

to be determined (possibly an administrator)

7. How many chaperones, in addition to staff members, will be going?

I will have the required number (1 for every 10 students??)

8. What are their names and affiliations with the students?

staff members or parents  
(Ebersole requires background checks)

9. How many school days will be missed?

2

10. How will teachers be advised in advance that the students will be out of school?

email notification

C. School Work

1. How will missed work be made up?

students will be responsible for making up all missed work

42

2. What special assistance will be provided students with academic problems?

Students failing 2+ classes will not be allowed to attend

D. Itinerary

1. What is the destination?

Ebersole Center (Wayland, MA)

2. What will be the mode of transportation? What liability insurance does the carrier have?

School buses to and from

3. Where will the group be housed and fed?

Ebersole Center provides housing and meals

D. Itinerary (cont'd)

4. What enroute or supplementary activities are planned?

Ebersole Center provides activities  
at the camp

5. What arrangements have been made for dealing with emergency situations?

Ebersole staff handle this

6. If tour guides are involved, what liability insurance do they carry?

n/a

43

E. Finances

1. What is the estimated total cost and cost per student?

$\int$  \$45/student  
 $\int$  \$25/adult  
 unsure (depends on how many students  
 attend) - will come out of Student Gov't money

2. What is the source of funds?

Student Government funds

3. How will the funds be collected and safeguarded?

they're already in the account

4. How will any shortfall be made up or excess funds used?

n/a

5. What provision has been made for students who are financially unable to pay any necessary costs?

n/a