

## Special Education Fund Distribution Plan

The following Special Education Fund Distribution Plan (“the Plan”) is entered into in Fall 2023, by and between Plaintiffs, and the Michigan Department of Education (“MDE”), Genesee Intermediate School District (“GISD”), and Flint Community Schools (“FCS”) (collectively, “Defendants”).

### RECITALS

Plaintiffs and Defendants (“the Parties”) are parties to a civil action known as *D.R., et al. v. Michigan Department of Education, et al.*, case number 2:16-cv-13694-AJT-APP (“the Case”), currently pending in the United States Eastern District Court of Michigan; and

The Parties in the Case entered into a Settlement Agreement on August 6, 2020 (“the Settlement Agreement”); and

The Settlement Agreement requires, *inter alia*, the establishment of a special education fund known as the Flint Water Crisis Special Education Fund (“the SEF”); and

The Settlement Agreement prescribes that the SEF shall be used exclusively to enable the school districts (“LEAs”) and public school academies (“PSAs”) within GISD to provide special education and related services for students who resided in the City on or after April 2014, up until December 31, 2018, or who were on the City of Flint Water Supply on or after April 2014 up until December 31, 2018, or who were impacted by the Flint Water Crisis, and who require such services (“Eligible Students”); and

The Settlement Agreement requires the parties to determine, by mutual, written agreement, the parameters, amount, timing, and other criteria for the use, allocation, and distribution of the SEF; and

Pursuant to the Settlement Agreement, the parties have agreed to the parameters, amount, timing, and other criteria for the use, allocation and distribution of the SEF and desire to set forth the same in this Plan; and

**NOW, THEREFORE**, the Parties agree as follows:

#### **I. The SEF Administrator**

- A. The GISD Assistant Superintendent for Special Education, or their designee, will be the Administrator of the SEF (“the SEF Administrator”).
- B. The SEF Administrator shall direct and oversee all facets of the SEF pursuant to this Plan. The SEF Administrator, as an employee of GISD, will be compensated solely by GISD, and no portion of the SEF will be utilized to reimburse GISD for the

compensation paid to the SEF Administrator, or any individuals to whom the SEF Administrator delegates any duties.

- C. The SEF Administrator will not direct the release of funds from the SEF for any purpose not specified and permitted by this Plan.
- D. The Parties hereby agree that one or more of the items funded by the SEF pursuant to the terms of this Plan may not satisfy the requirements of another funding source, including without limitation, IDEA, Part B, Act 18, or special education state aid reimbursement. Eligibility for funding under this Plan neither guarantees nor prohibits eligibility for funding or reimbursement from any other source.

## **II. Educational Benefit Review and American Institutes for Research<sup>1</sup>**

### **A. Overview of the Educational Benefit Review**

- i. An Educational Benefit Review (“EBR”) process will be utilized for the GISD and all twenty-one (21) LEAs and fourteen (14) PSAs in Genesee County.
- ii. The purpose of the EBR is to build high quality IEPs and 504 plans and increase capacity of staff to meet the unique needs of students. This process will involve the EBR Team participating in a minimum percentage of 20% of IEPs and 504 plans (or more) in order to provide guidance, training, and support. This process will build additional capacity of general education and special education staff. Parents will have the right to decline EBR Team participation in the development or review of their student’s IEP or 504 plan.
- iii. This process is to be first utilized with FCS over the course of the first year after funding becomes available from the SEF (“Year 1”). Year 1 will begin when the first EBR Team member is hired. At the end of Year 1, the EBR Team will author a report regarding best practices for the design and implementation of IEPs and 504 plans, suggested areas of improvement, and future recommendations, including how the Neurodevelopmental Center of Excellence (“NCE”) evaluations should be factored into IEPs as required pursuant to Exhibit A of the Settlement Agreement, and consistent with Michigan Administrative Rules for Special Education (“MARSE”). The EBR Team will not make findings or report on past compliance, and all recommendations made are non-binding.
- iv. Next, the process will be expanded across Genesee County and offered to every PSA and LEA (including GISD) serving Eligible Students during the second and third years after funding becomes available from the SEF (“Year 2 and Year 3”).

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<sup>1</sup> American Institutes for Research (“AIR”) is not a party to this litigation and is not bound by and is not a third-party beneficiary under this agreement. While the use of AIR in this document is meant to refer to AIR itself, in the event that AIR is unavailable or is not selected to perform services as articulated herein, AIR will then refer to a comparable entity as agreed upon by the parties.

At the end of Year 2, the EBR Team will author a report, individualized for each PSA and LEA, regarding best practices for the design and implementation of IEPs and 504 plans, suggested areas of improvement, and future recommendations, including how the NCE evaluations should be factored into IEPs as required pursuant to Exhibit A of the Settlement Agreement, and consistent with MARSE. The EBR Team will not make findings or report on past compliance, and all recommendations made are non-binding.

- v. The EBR will last for five years.
- vi. Training and coaching will be provided by the EBR Team to FCS staff during Years 1 through 2 and to the staff of every participating PSA and LEA serving eligible students in Genesee County during Years 2 and 3. Years 3 through 5 will then emphasize follow-up training and coaching for staff (including new staff) in the FCS district and every participating PSA and LEA serving Eligible Students in Genesee County. Training will be focused on small groups (such as IEP Teams) with the goal of building capacity and skills. The EBR Team will maintain data on the training and coaching conducted in Years 1 through 5, including names and positions of staff trained and coached, dates and type of training or coaching provided, and the types and numbers of changes made to IEPs as a result of training and coaching. The EBR Team will incorporate this data and a description of changes resulting from training and coaching into the reports authored at the end of Years 1 and 2 (referenced in paragraphs II.A.iii. and II.A.iv., above) and will author reports at the end of Years 3 through 5 addressing the training and coaching provided and the effects or outcomes of such training and coaching.
- vii. In fulfilling its duties and preparing its reports, the EBR Team will follow the same laws and regulations governing the confidentiality of student and employee information that pertain to Michigan public school districts.

#### **B. Education Benefit Review Team**

GISD will determine which candidates will be hired to the EBR Team. The individuals who are hired will be employees of GISD.

- i. The EBR Team will consist of three (3) highly qualified, experienced staff members whose license or certification qualifies them to conduct evaluations and/or develop IEPs. Preference in hiring will be given to candidates with licensure or certification qualifying them in special education at the supervisor level.
- ii. The five (5) year cost associated with the EBR will be approximately **\$2,500,000**.
- iii. The cost of the EBR will be paid in full by the SEF.

### C. AIR Recommendations Relative to FCS

- i. During Year 1, AIR will conduct the review of FCS described in this section. At the end of Year 1, FCS agrees to allow AIR to make recommendations regarding the design and delivery of special education programs and related services, 504 services, and behavioral interventions and supports, in FCS schools. The recommendations made by AIR will focus on the provision and delivery of special education and related services (including literacy and inclusion services), the provision and delivery of 504 services, and the provision and delivery of behavioral interventions and supports. The recommendations will be based on, amongst other things, AIR's review of the report by the EBR Team at the end of Year 1 and AIR's review during the course of Year 1 of: a) a random sample of IEPs and 504 plans (with no personally identifiable student information) from each of the FCS schools for the purpose of making recommendations on a systemic level about best practices in the design of state-of-art IEPs and 504 plans, the process by which they are formulated, and how NCE evaluations should be utilized as required pursuant to Exhibit A of the Settlement Agreement; b) the delivery of special education programs and related services, as well as 504 services, through a document review, classroom observation and interviews of relevant staff and/or parents/guardians, to make systemic-level recommendations about how such programs and services can be better and more efficiently delivered in a high-quality manner, and about how FCS schools can attract and retain special education teachers, staff and specialists, as well as 504 staff and specialists, to deliver such programs and services; c) existing behavioral interventions, to make recommendations regarding methods to meet the behavioral needs of students requiring special education and related services, or 504 services, through the provision of, among other things, systemic-level Positive Behavioral Interventions and Supports, Behavioral Intervention Plans, Functional Behavioral Assessments, and Manifestation Determination Reviews; d) the existing pipeline to the NCE to make recommendations regarding best practices to ensure that use of the NCE is maximized consistent with FCS's obligations under the Child Find Settlement Agreement (as that term is defined in the Settlement Agreement), that students are encouraged to undergo testing at the NCE, and that the evaluations generated by the NCE are utilized consistent with the Settlement Agreement and MARSE.

1. AIR will not make findings as to its belief of FCS's compliance with IDEA, Section 504 and/or MARSE. As noted above, AIR's recommendations will be made on the basis of the EBR Team Report at the end of Year 1; a document review using random sampling of relevant documents; classroom observation; interviews with district leadership, teachers, the special education teaching force, the 504 teaching force, and other relevant staff; interviews with parents and guardians of students; and any other methods deemed necessary. These methods will be used exclusively for recommendations about best practices, including any steps necessary to achieve best practices.

- ii. The AIR recommendations will be circulated to counsel for the parties. Through their posting by FCS on its webpage, the AIR recommendations will also be made available to teachers, unions, administrators, staff, students, and parents/guardians of students of FCS schools, as well as of the twenty-one (21) LEAs and fourteen (14) PSAs in Genesee County. The AIR recommendations will also be reviewed by the EBR Team after they are circulated to counsel.
- iii. In Year 2, in collaboration with the EBR team, the AIR team will provide training and coaching for at least 50% of FCS special and general education staff and administrators (including new staff) in the FCS district in a manner that is mutually agreeable and consistent with collective bargaining agreements. The subject of this training and coaching will be AIR's recommendations regarding the design and delivery of special education programs and related services, 504 services, and behavioral interventions and support in FCS schools.
- iv. The Contract with AIR shall not exceed **\$500,000**, which shall include the final report referenced in VIII.A.iv., below.

### **III. Behavior and Social Emotional Staffing Support**

#### **A. Staffing Support Positions**

- i. GISD will hire three (3) highly qualified individuals to fill Staffing Support Positions ("SSPs"). The SSPs will provide support as fully qualified School Social Workers (not under a waiver or pilot program), Behavior Support Consultants (master's level), or Counselors. GISD will list as a preferred qualification that these individuals will be Board Certified Behavior Analysts ("BCBAs").
- ii. The selection of the SSPs will adhere to the following schedule:
  - 1. Positions will be posted by GISD no later than 60 days from fund disbursement.
  - 2. Interviews of qualified candidates will be conducted promptly upon submission of applications.
  - 3. Qualified candidates will be offered employment within a reasonable timeframe.
- iii. GISD will determine which candidates will be hired. The individuals who are hired will be employees of GISD.
- iv. If there is a vacancy in the SSPs, for any reason, GISD will repost the required job description within ten (10) business days of receiving notice of the vacancy. The vacant position will be filled as soon as reasonably practicable after an interview process and selection by GISD.

- v. After filling the SSPs, GISD will notify the LEAs/PSAs and Plaintiffs, in writing, of the name and contact information of the individuals hired into the SSPs.

**B. Duties of the SSPs**

- i. The SSPs will provide direct services, and appropriate training related to their field of expertise, for Eligible Students, and for the teachers, guardians, and school administrators of Eligible Students.
- ii. All services, training, and other programs provided by the SSPs pursuant to this provision shall be administered according to evidenced-based practices in the relevant area of expertise. The training and coaching sessions for teachers, staff, and school administrators will be provided in the FCS district and every PSA and LEA serving Eligible Students in Genesee County in a manner consistent with collective bargaining agreements. The emphasis should be on focused, small group training.
- iii. Two FTEs of the three SSPs will be designated full-time for FCS, and the other FTE will be available full-time to the other LEAs/PSAs in Genesee County.
  - 1. FCS will determine which Eligible Students, or the Eligible Students' teachers, guardians, or school administrators, are assigned to receive direct services from SSPs designated full-time to FCS.
  - 2. LEAs/PSAs, other than FCS, may request direct assistance for an Eligible Student, or the Eligible Student's teachers, guardians, or school administrators, from the SSPs, using the request for assistance process currently used by GISD.
  - 3. FCS and GISD will offer a process through which the teachers or guardians of Eligible Students may request direct assistance for an Eligible Student, or the Eligible Student's teachers, guardians, or school administrators, from the SSPs.

**C. Expenses Related to SSPs**

- i. The SEF Administrator will allocate approximately **\$2,500,000** from the SEF to fund three SSPs, and the services provided by the SSPs, for five years each. All costs associated with meeting the requirements of this Section will be paid by the SEF Administrator, directly from this allocated amount of funding.
- ii. The SEF Administrator will not release funding for costs associated with vacant SSPs.
- iii. If an SSP position remains vacant for one year, then the funding for the SSP

for that year shall be transferred to the Special Education Worker Recruiting and Retention Program established by Section V., below, and will no longer be available for funding under this Section.<sup>2</sup>

#### **IV. Literacy Focus and Support**

##### **A. Literacy Support Positions**

- i. GISD will hire two (2) highly qualified individuals with expertise in special education literacy instruction and structured literacy to fill Literacy Support Positions (“LSPs”). The job description will specify that candidates with master’s level certification in the area of reading with three years of successful teaching are preferred.
- ii. The selection of the LSPs will adhere to the following schedule:
  1. Positions will be posted by GISD no later than 60 days from fund disbursement.
  2. Interviews of qualified candidates will be conducted promptly upon submission of applications.
  3. Qualified candidates will be offered employment within a reasonable timeframe.
- iii. GISD will determine which candidates will be hired. The individuals who are hired will be employees of GISD.
- iv. If there is a vacancy in the LSPs, for any reason, GISD will repost the required job description within ten (10) business days of receiving notice of the vacancy. The vacant position will be filled as soon as reasonably practicable.
- v. Upon filling the LSPs, GISD will notify the LEAs/PSAs and Plaintiffs, in writing, of the name and contact information of the individuals hired into the LSPs.

##### **B. Duties of the LSPs**

- i. The LSPs will provide services for Eligible Students, their teachers, guardians, and school administrators, including, but not limited to, the following:
  1. Early intervention in structured literacy.
  2. Literacy coaching.
  3. Direct training for teachers of Eligible Students in an identified, research-based, specifically designed literacy methodology.

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<sup>2</sup> Any funding transferred under this Section and under Section IV.C.iii. will be for the year of vacancy only. The position(s) will remain posted to be filled for any remaining years of funding.

4. Direct structured literacy support to Eligible Students and guardians of Eligible Students.
  5. Books and other materials for the homes of Eligible Students.
- ii. All services, training, and other structured literacy programs provided by the LSP pursuant to this provision shall be administered according to evidenced-based practices in the relevant area of expertise.
  - iii. One FTE of the LSPs will be designated full-time for FCS. The other LSP will be available full-time to the other LEAs/PSAs in Genesee County outside of FCS.
    1. FCS will determine which Eligible Student, or the Eligible Students' teachers, guardians, or school administrators, are assigned to receive direct services from the LSP designated full-time to FCS.
    2. LEAs/PSAs, other than FCS, may request assistance for an Eligible Student, or the Eligible Student's teachers, guardians, or school administrators, from an LSP, using the request for assistance process currently used by GISD.
    3. FCS and GISD will offer a process through which the teachers or guardians of Eligible Students may request direct assistance for an Eligible Student, or the Eligible Student's teachers, guardians, or school administrators, from the LSPs.

**C. Expenses Related to the LSPs**

- i. The SEF Administrator will allocate approximately **\$1,670,000** from the SEF, to fund two LSPs, and the services provided by the LSPs, for five years each. All costs associated with meeting the requirements of this Section will be paid by the SEF Administrator, directly from this allocated amount of funding.
- ii. The SEF Administrator will not release funding for costs associated with vacant LSPs.
- iii. If an LSP position remains vacant for one year, then the funding for the LSP for that year shall be transferred to the Special Education Worker Recruiting and Retention Program established by Section V., below, and will no longer be available for funding under this Section.

**V. Special Education Worker Recruiting and Retention Program**

The parties are cognizant that recruiting and retaining talented special education workers in Flint presents a hurdle to providing services to children impacted by the water crises. As such, this Recruiting and Retention program is designed to address this issue.



## A. Multiple Pathways to Certification

- i. The University of Michigan – Flint (UM-Flint) will be responsible for developing and implementing this Recruiting and Retention program by operating the program and establishing multiple pathways to certification as a special education teacher for individuals who will be provided incentives to teach at FCS upon completion of the program.
- ii. One pathway will be designed to encourage current FCS students to pursue careers as special education teachers and to return to FCS after their college educations. The program could significantly reduce, over time, the serious number of vacancies in FCS’s special education staff. There will be tuition reimbursement, stipends, childcare, transportation, and/or other support as determined by UM-Flint, for Education majors who are seeking a special education endorsement and who commit to teaching at FCS for at least three years.
- iii. A second pathway is designed to prepare qualified candidates working in FCS and/or for GISD to become certified special education teachers. “Qualified candidates” shall be those who demonstrate a strong desire to become certified special education teachers, and who have the capacity to successfully complete the program requirements. Candidate capacity shall be evaluated by UM-Flint program advisors in conjunction with, and upon recommendation of, representatives from FCS and/or GISD. Positions eligible for consideration may include (but are not limited to) paraprofessionals, guest teachers, classroom attendants, and other school support staff. In exchange for a commitment to work at the candidate’s referring district for a period of two years for every year of support (not to exceed five years) at completion of the certification, this Program will pay the tuition to obtain special education certification, and provide stipends, childcare, transportation, and/or other support as determined by UM-Flint. The “candidate’s referring district” shall be the district where the candidate was physically working when the candidate was first presented to the UM-Flint pathway as a candidate or when the candidate submitted an inquiry to UM-Flint on their own behalf. In disputes regarding a candidate’s referring district, representatives from UM-Flint, FCS, and GISD will meet to attempt a consensus. In the absence of a consensus, UM-Flint will decide. A fund of **\$80,000** will be initially allocated to pay separation fees for candidates employed by contract agencies who are otherwise qualified to participate in this program. However, if the total amount of monies in the SEF exceeds \$9,000,000, then up to and including the first \$70,000 above \$9,000,000 may also be allocated to pay the separation fees of otherwise qualified candidates to facilitate their participation in this program. The total amount of SEF monies allocated to the payment of separation fees shall not exceed \$150,000.

1. For any year of program operation in which there are insufficient qualified candidates working in FCS and/or for GISD, then the

program will be open to qualified candidates who will commit to working at FCS and/or for GISD for the same period of two years for every year of support (not to exceed five years).

- iv. Additional pathways can be developed at the discretion of UM-Flint, provided that any necessary approval by MDE is obtained for any alternative route pathways.
- v. If the monies in the SEF exceed \$9,070,000, then any amount above \$9,070,000 and up to and including \$10,000,000 will be designated for the operation by UM-Flint of a Recruiting and Retention program pathway for the certification of School Social Workers, which shall operate under the same terms and conditions as the pathway for special education teacher certification described within Section V.

#### **B. Role of University of Michigan – Flint (UM-Flint)**

- i. Subject to the limitations of Section V.C.i, UM-Flint will be the recipient of **\$1,000,000** from the SEF for the purpose of developing and implementing this Recruiting and Retention program.
- ii. This Recruiting and Retention program will be designed by UM-Flint to serve the following goals: recruit high-quality scholars to support the academic, behavior, and social-emotional wellness of all students, with a strong contextual understanding of the Flint Community; prepare scholars in evidence-based practices for students with disabilities; prepare scholars in integrated, three-tiered models; prepare scholars as professionals, including general and special education teachers, paraprofessionals, and the potential for additional career advancement; facilitate the transition of scholars from pre-service teacher candidates to in-service teachers; reduce common and unique barriers to accessing professional learning by providing tuition, stipends, support for childcare and transportation, and the opportunity for employment as a student; establish community partnerships for participation in guiding curriculum, mentoring, coaching, and accountability.
- iii. UM-Flint will be responsible for obtaining any applicable and necessary approvals through MDE's Office of Educator Excellence before operating the Recruiting and Retention program.
- iv. UM-Flint will provide annual reporting to the parties for each of the years it uses funds from the SEF. The report shall include, but is not limited to: information about the different pathways established in the Recruitment and Retention program; the number of students and/or qualified candidates currently enrolled in the Recruitment and Retention program and in each pathway; how many Education majors are seeking a special education endorsement and commit to teaching at FCS for at least three years; how many

qualified candidates from FCS or GISD commit to work at GISD or FCS at completion of their certification or licensure and the length of their commitment, consistent with the terms of Section V.A.iii and V.A.v, above; how many graduates are receiving tuition reimbursement and at what amounts; what support services are being offered to current students or graduates; and any other information UM-Flint deems is appropriate to report.

**C. Failure to Establish or Implement Program**

- i. If this program is not up and running by September 2026 or if UM-Flint determines, in consultation with FCS and GISD, that the program can no longer be implemented, then the remaining funds under this section shall be used to extend the number and/or duration of the SSP and LSP positions funded under Sections III and IV of this agreement in accordance with all other terms established by those Sections. The decision about whether to extend the number and/or duration of those positions will be made by the SEF Administrator in consultation with FCS, GISD, and Plaintiffs.

**VI. Distribution of the SEF to Preschool Programs in Flint**

**A. Monies Designated for Preschool Programs in Flint**

- i. **\$750,000** of the SEF will be designated for preschool programs for Eligible Students. The funds will be used to conduct an assessment of existing preschool programs in Flint for children aged 3-5 as required under the Settlement Agreement and to implement the recommendations of the final assessment report, provided that GISD or the operating LEA agrees with the recommendations.

**B. The Preschool Assessment**

- i. Up to \$200,000 of the \$750,000 designated in Section VI.A.i. of the SEF shall be designated for AIR to conduct a comprehensive preschool assessment in Flint pursuant to Section 4 of the Settlement Agreement. This modifies and amends the cap on the amount that will be spent on the preschool assessment, which was previously set at \$100,000 of the SEF pursuant to Section 4(c) of the Settlement Agreement. The preschool assessment shall cover at a minimum, but not be limited to, the areas enumerated in Section 4(b) (1-9) of the Settlement Agreement.
- ii. Upon completion, the preschool assessment report prepared by AIR shall be published and disseminated in accordance with Section 4(c) of the Settlement Agreement.

**C. Implementing Recommendations of the Preschool Assessment Report**

- i. After the preschool assessment has been conducted by AIR, the remainder of the \$750,000 of the SEF monies designated for preschool programs shall be

used to implement the recommendations in AIR's final preschool assessment report, provided that GISD or the operating entity agrees with the recommendations. Neither GISD nor the operating LEA is required to spend more than the SEF monies available under this section to implement AIR's recommendations (if it chooses to do so).

- ii. If GISD or the operating entity disagrees with the recommendations, it can decline the allocation. In such event, the remainder of the \$750,000 funds shall be transferred to the Special Education Worker Recruitment and Retention Program under Section V, above, and will no longer be available for funding under this Section.

**VII. SEF Funds in Excess of \$9,000,000**

A. The first \$70,000 in excess of \$9,000,000 in the SEF may be designated for separation fees as set forth in Section V.A.iii., above.

B. Amounts in excess of \$9,070,000 up to and including \$10,000,000 shall be designated to a School Social Worker certification pathway of the Recruiting and Retention Program, as specified in Section V above.

C. Amounts in excess of \$10,000,000, up to and including \$11,000,000 shall be designated to the Recruiting and Retention Program in Section V above, divided between the special education teacher and School Social Worker certification pathways, as determined by UM-Flint in consultation with FCS, GISD, and Plaintiffs.

D. Amounts in excess of \$11,000,000 in the SEF shall be allocated pro rata among all of the recipients and programs set forth in Sections II through VI, above.

**VIII. Monitoring the SEF Plan and Addressing Areas of Concern**

**A. SEF Administrator's Reports**

- i. Pursuant to the Settlement Agreement as modified herein, the SEF Administrator shall publish semi-annual, written reports and biannual audits, which will include, at a minimum, the following information:

- 1. How the funds released from the SEF have been used.
- 2. The LEAs and PSAs to which funds have been distributed.
- 3. The remaining amounts to be allocated under each Section of this Plan.
- 4. A statement from the SEF Administrator that the information contained in the report is accurate and complete to the best of their knowledge.

- ii. The semi-annual, written reports and biannual audits will be produced by GISD, at no charge to the SEF fund, until the funds are expended.

- iii. The semi-annual, written reports and biannual audits will be provided to the Parties upon completion and will be posted on GISD's webpage.
- iv. GISD shall contract with AIR to produce a final written report as detailed in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the final report must address "the effectiveness of the services in addressing the needs of Eligible Students" and include recommendations about continuing effective services. The cost for the final written report will be included in AIR's contract pursuant to Section II.C.iv., above. Upon completion, the final written report will be disseminated to all Parties and all LEAs/PSAs within Genesee County.

**B. Annual Meetings**

- i. The Parties shall meet once per year to discuss the effectiveness of this Plan.
- ii. The annual meeting will occur at a time and date set by mutual agreement of the Parties but must occur by November 1 of each calendar year during the Plan's term. It may be rescheduled or waived by mutual agreement of the Parties.

**IX. Modifications to SEF Plan**

- A. Any Party may request modification to this Plan by providing the other Parties fifteen (15) business days' written notice of their request. The request for modification must explain the modification sought, and the reasons for such modification.
- B. Upon such request, the Parties will meet to discuss the proposed modifications.
- C. Any modification to this Plan must be mutually agreed to by all the Parties and made in writing signed by all Parties.

**X. Signatories and Counterparts**

- A. Each signatory to this Agreement certifies that he or she is either: (i) an employee or duly appointed representative of the Party on whose behalf he or she is signing this Agreement, who has been granted full authority to execute this Agreement and thereby legally bind the Party on whose behalf he or she is signing this Agreement, or (ii) the counsel of record in the above-captioned case for the Party on whose behalf he or she is signing this Agreement, who is fully authorized to execute this Agreement on his or her client's behalf and thereby legally bind his or her client by signing this Agreement.
- B. This Agreement may be executed in counterparts.

**Plaintiffs D.R., A.K., C.D.M., C.M, J.T., N.S., J.W., C.D., D.K., M.K., O.N., D.T., D.D., C.W., J.B., individually and on behalf of the class**

By:   
Their: lawyer  
Date: 4/9/2024

**Defendant Flint Community Schools**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

**Defendant Genesee Intermediate School District**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

Plaintiffs D.R., A.K., C.D.M., C.M, J.T., N.S., J.W., C.D., D.K., M.K., O.N., D.T., D.D., C.W., J.B., individually and on behalf of the class

By: \_\_\_\_\_

Their: \_\_\_\_\_

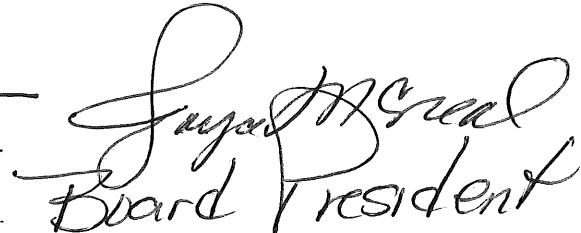
Date: \_\_\_\_\_

**Defendant Flint Community Schools**

By:  \_\_\_\_\_

Its: Superintendent \_\_\_\_\_

Date: April 3, 2024 \_\_\_\_\_

-   
Board President

**Defendant Genesee Intermediate School District**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Plaintiffs D.R., A.K., C.D.M., C.M, J.T., N.S., J.W., C.D., D.K., M.K., O.N., D.T., D.D., C.W., J.B., individually and on behalf of the class**

By: \_\_\_\_\_

Their: \_\_\_\_\_

Date: \_\_\_\_\_


**Defendant Flint Community Schools**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**Defendant Genesee Intermediate School District**

By: 

Its: Dr. Steven W. Tunncliff, Superintendent

Date: April 24, 2024



**Defendant Michigan Department of Education**

By: Michèle Q. Harmala

Its: Deputy Superintendent

Date: 04/24/24