



June 10, 2025 Board Packet

A Regular meeting of the Board of Education of Washtenaw Intermediate School District will be held beginning at 5:00 PM at the WISD Teaching and Learning Center, 1819 S. Wagner Rd. Ann Arbor, MI (734) 994-8100.

Tuesday, June 10, 2025 05:00 PM

1. Call To Order - President Diane Hockett

2. Roll Call - TJ Greggs, Administrative Assistant to the Superintendent

3. Approval of the Agenda

[June 10, 2025 Agenda Memo \(p. 4\)](#)

4. Communications

[HR Certification Nicole H \(p. 10\)](#)

5. Public Participation

6. Presentation

A. Student Data Growth 2024-25

[Student Growth_ Spring 2025 \(p. 11\)](#)

7. Equity, Inclusion, and Social Justice Dialogue

8. Consent Agenda

A. Approval: Minutes

[6-3-25 Special Meeting Minutes \(p. 52\)](#)

B. Approval: Superintendent's Recommendations

133-24-25 Employment Recommendations

[New Hire_A. Dilts \(p. 54\)](#)

[New Hire_A. Miller \(p. 57\)](#)

[New Hire_M. Vick \(p. 59\)](#)

134-24-25 Reclassification Requests

[Position Change_A. Fortunato \(p. 64\)](#)

[Position Change_J. Jason \(p. 71\)](#)

135-24-25 New Position Requests

[New Position_Early Childhood Specialist_1 \(p. 78\)](#)

[New Position_Early Childhood Specialist_2 \(p. 83\)](#)

[New Position_Good Start Social Worker \(p. 88\)](#)

[New Position_Good Start Teacher \(p. 89\)](#)

[New Position_Wraparound Supervisor \(p. 90\)](#)

136-24-25 Staff Resignations

[Resignation_A. Isap \(p. 95\)](#)

137-24-25 Support for Proposal for 32p4 – Home Visiting Re-Competition

[Board Memo Notification of the Proposal 32p4 \(p. 97\)](#)

[Competitive Grant Application 25-26 \(p. 98\)](#)

138-24-25 Home Visiting Expansion Grant Contract Amendment

[Board Memo SOS Comm Services HV Contract Amendment \(p. 105\)](#)

[Signed Contract SOS Home Visiting for WISD FY25 \(p. 106\)](#)

139-24-25 Contract for Services and Purchase of Materials with Science Interactive/StarLab

[StarLab Board Memo \(p. 116\)](#)

[StarLab Contract 2025 \(p. 117\)](#)

140-24-25 Ethernet Cabling Installation for Bridge Team's New Location

[Clark Road Board Memo \(p. 121\)](#)

[BidEvaluationWorksheet \(p. 122\)](#)

141-24-25 Red Oak – Janitorial Services

[Red Oak Janitorial Services Recommendation Memo \(p. 123\)](#)

[WISD Red Oak - F360 Contract \(p. 124\)](#)

142-24-25 Innovations Institute, University of Connecticut, School of Social Work Wraparound Contract Edits

[BOE Memo_UCONN Contract \(p. 132\)](#)

[Original Innovations Institute, University of Connecticut, School of Social Work Contract \(p. 133\)](#)

[Edited Innovation Institute, University of Connecticut School of Social Work Contract \(p. 138\)](#)

9. New Business

A. Updated Board Policy – First Read

[Memo re Policies to Board - 1st read \(p. 143\)](#)

[PO 1240 - Evaluation of the Superintendent \(p. 144\)](#)

B. Consent for Two (2) Sub-Recipient Agreements for Grand Valley State University – Math Recovery at TeacherCon 2025 and Evaluation and Website Maintenance

[GVSU TeacherCon Board Memo \(p. 149\)](#)

[Washtenaw State of Services - TeacherCon 2025 - Google Docs \(002\) \(p. 150\)](#)

[MOU Agreement - Website_Evaluation AC Grant - Final Verison \(p. 154\)](#)

C. 2025-2026 Head Start Contracts

[BoE Memo 2025-2026 Head Start Contracts \(p. 156\)](#)

[WISD 2025-2026 Edited Head Start Partner Agreement Ann Arbor Public Schools DRAFT \(p. 157\)](#)

[WISD 2025-2026 Edited Head Start Partner Agreement Gretchen's House DRAFT \(p. 220\)](#)

[WISD 2025-2026 Edited Head Start Partner Agreement Lincoln Consolidated Schools DRAFT \(p. 287\)](#)

[WISD 2025-2026 Edited Head Start Partner Agreement Whitmore Lake Public Schools DRAFT \(p. 352\)](#)

[WISD 2025-2026 Head Start Sub-Recipient Agreement Ypsilanti Community Schools Contract DRAFT \(p. 417\)](#)

D. Authorization of Closed Session

10. Other Items of Business

A. Strategic Plan Focus Areas Discussion

B. Move to Closed Session

11. Recess to Closed Session

12. Reconvene to Open Session

13. Board of Education Reports

14. Administrative Reports

A. Superintendent's Report

B. Retainer Newsletter

[May_2025_School_Law_Notes \(p. 516\)](#)

15. Adjournment

MEMORANDUM

TO: Board of Education

FROM: Naomi Norman, Superintendent

DATE: June 4, 2025

RE: Regular Meeting June 10, 2025

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

Agenda Item 4: **Communications:** Human Resources Specialist Nicole Hubler obtained her Human Resource Specialists certification through MSBO.

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

Agenda Item 6: **Presentation:**

A. Student Data Growth 2024-25: Executive Director of Special Education Deborah Hester-Washington will share the student data growth for the 2024-25 school year.

Agenda Item 7: **Equity, Inclusion, and Social Justice Dialogue:** Superintendent Naomi Norman will facilitate the equity, inclusion, and social justice discussion.

Agenda Item 8: **Consent Agenda**

A. Approval: Minutes: Approval of the minutes of the June 3, 2025, special meeting and closed session.

B. Approval: Superintendent's Recommendations:

The Superintendent recommends the Board accept the following employment recommendations:

133-24-25 Employment Recommendations: Please see the employment recommendations for: Allison Dilts as a Teaching Assistant at High Point. If approved by the Board, Allison Dilts' salary will be \$34,407, step 3. All other fringe benefits are set forth in the Unit I contract.

Aaron Miller as a Maintenance/ Custodial III. If approved by the Board, Aaron Miller's salary will be Step 5, \$26.41/h. All other fringe benefits are set forth in the Unit III contract.

Maya Vick as an Office Professional II – Event Services. If approved by the Board, Maya Vick’s salary will be \$39,912, Grade 1 Step 2. All other fringe benefits are set forth in the Non-Affiliated contract.

The Superintendent recommends the Board accept the following reclassification:

134-24-25 Reclassification Requests: Please see the reclassification request for:

Anne Fortunato, current position: AI Project Specialist II, 1.0 FTE, 230 workdays, Grade 6, Step 3, \$66,517, Non-Affiliated. Recommended position: MiSTEM Programs and Grant Manager, 1.0 FTE, 230 workdays, Salary: Grade 9, Step 2, \$85,541, Non-Affiliated.

JaVon Jason, current position: Early Intervention Home Visitor, 1.0 FTE, 225 workdays, Salary: \$60,056 Unit I. Recommended position: Early Intervention Teacher, 1.0 FTE, 185 workdays, Salary: \$69,958, Unit II.

The Superintendent recommends the Board approve the following new position requests:

135-24-25 New Position Requests: Please see the new position requests for:

Early Childhood Specialist 1, 1.0 FTE, 230 workdays, salary level NA, EC Grade 4, Worksite: TLC, Non-Affiliated bargaining.

Early Childhood Specialist 2, 1.0 FTE, 230 workdays, salary level NA, EC Grade 4, Worksite: TLC, Non-Affiliated bargaining.

Good Start Consultant - School Social Worker, 1.0 FTE, 185 workdays, salary level Per the Unit II CBA, Worksite: TLC, Unit II.

Good Start Consultant - Early Childhood Special Education Teacher, 1.0 FTE, 185 workdays, salary level Per the Unit II CBA, Worksite: TLC, Unit II.

Wraparound Supervisor, 1.0 FTE, 210 workdays, salary level Per NA Manual, Worksite: TLC, Non-Affiliated.

The Superintendent recommends the Board approve the following staff resignations:

136-24-25 Staff Resignations: Please see the staff resignations for:

Anisa Isap, effective August 1, 2025. Anisa has been employed with the WISD since e March 2, 2022, as a Medicaid Tech and Medicaid Specialist.

137-24-25 Support for Proposal for 32p4 – Home Visiting Re-Competition: Please see the memo from Director of Success by 6 Great Start Collaborative Margy Long. MiLEAP has for the first time opened the grant for re-competition. MiLEAP required the Great Start Collaboratives to conduct a community needs assessment and application for ISD’s to compete for these funds. The 32p4 grant has supported the Early Head Start Program at WISD and the Parents and Teachers Program at SOS Community Services. These two programs are excellent companion programs. WISD’s Early Head Start program provides services to families with children 0-3 and SOS Community Services program provides service to families with children 0-5 and allows for a broader family income. If funded fully the grant will be a 57% increase to \$386,741.

The Superintendent recommends the Board of Education authorize the administration to apply for the 32p4 – Home Visiting Re-Competition, as presented.

138-24-25 Home Visiting Expansion Grant Contract Amendment: Please see the memo from Director of Success by 6 Great Start Collaborative Margy Long. Earlier in this fiscal year, the WISD Board of Education approved a contract with SOS Community Services for home visiting services. The approved original contract continued to support the SOS home visiting program, from July 1, 2024-June 30, 2025. This request is for the Board to amend the contract to extend the contract time to June 30, 2026, and add the FY25 state appropriated funds. I am requesting the amendment of the SOS contract to include the MiLEAP FY25 appropriate funds for their home visiting work.

The superintendent recommends the Board of Education authorize the administration to amend the contract with SOS Community Services to include the MiLEAP FY25 appropriate funds, as presented.

139-24-25 Contract for Services and Purchase of Materials with Science Interactive/StarLab: Please see the memo from Coordinator of Math/Science Heather Holshoe. Over 1000 students have used the StarLab in the 2024-25 school year from 4 different school districts in the county, before it had to be taken out of rotation. Providing the opportunity for upgraded technology and easy to transport pieces will be key to getting this experience to even more students across the county. The purchase of a new StarLab is a critical investment in providing students with engaging, modern, and equitable access to high-quality STEAM learning experiences. This upgrade will ensure the StarLab continues to inspire curiosity, foster hands-on learning, and support the Washtenaw ISD's mission to lead with innovation and prepare students for success in a rapidly evolving world. Science Interactive will provide a 2-hour virtual courses at a cost of \$400.00 and \$40,100.00 in supplies. Shipping and Handling will cost \$520.00.

The superintendent recommends the Board of Education authorize the administration to contract with Science Interactive/StarLab for a cost not to exceed \$41,020.00, as presented.

140-24-25 Ethernet Cabling Installation for Bridge Team's New Location: Please see the memo Assistant Director of Technology and Data Services Tyler LaTendresse. On May 12, 2025, a request for proposals (RFP) was issued for ethernet cabling installation in suites 4 and 5 of 4870 Clark Rd, Ypsilanti. Submissions were due on May 30, 2025. WISD received competitive proposals from a total of nine companies. Each proposal was thoroughly reviewed to ensure that the pricing and services were based on our specified requirements. All proposals were evaluated and scored on a weighted scale on their cost, described relevant experience, technical approach and understanding of the project, and proposal completeness. Following the scoring, RC Telecom, LLC scored the highest with a score of 89, followed by SSD Cabling & Cameras, LLC with a score of 81. Between the two, RC Telecom had a lower price at \$11,921.56. The recommendation also includes 10% contingency funds in the amount of \$1,192.16.

The superintendent recommends the Board of Education authorize the administration to approve a proposal with RC Telecom, LLC for the installation of low voltage ethernet cabling at the Bridge Team's new location at 4870 Clark Road, Ypsilanti, for an amount not to exceed \$13,113.72.

141-24-25 Red Oak – Janitorial Services: Please see the memo from the Director of Operations Tanner Rowe. In May 2025, multiple proposals were received for janitorial services at Red Oak. Services include a day porter, evening cleaning, and restorative cleaning services. We received a total of three (3)

proposals. Among the proposals received was Facilities 360. Facilities 360 gave the most competitive rates, and they were the only vendor that could provide restorative cleaning services during our outlined time frame for this current summer of 2025. Additionally, WISD has worked with Facilities 360 in the past for restorative cleaning services at our young adult out centers and historically we have received excellent service. Considering our history with this company, their pricing, and their ability to meet our cleaning deadlines, we recommend a two-year contract with Facilities 360 to provide janitorial services at Red Oak. We feel that their services will maintain the cleaning expectation of WISD. For the 2025-2026 fiscal year, services will cost \$98,780 and the cost will increase 3% annually to a cost of \$101,744 for the fiscal year 2026-2027.

The superintendent recommends the Board of Education authorize the administration to approve a contract with Facilities 360 for the janitorial services at Red Oak for a two (2) year contract not to exceed \$200,524, as presented.

142-24-25 Innovations Institute, University of Connecticut, School of Social Work Wraparound Contract Edits: Please see the memo from Assistant Director, Community & School Partnerships DarNesha Green. This contract was approved at the January 14, 2025, Board of Education meeting. The total amounts have not changed, but the University of Connecticut requested some changes in the wording of the contract under sections 1, 2, and 4 of the contract. Attached are both contracts to see what changes have been made. The contractor will provide wraparound training to social workers, practitioners, and other school support staff within the WISD, local districts, and community partners. Wraparound training is an allowable service for the Caring for Students, general education Medicaid program, and a highly desired family support process to provide intensive case management services for some of our highest-need families.

The superintendent recommends the Board of Education authorize the administration to approve the contract changes to the Innovations Institute, University of Connecticut, School of Social Work Wraparound Contract, as presented.

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

Agenda Item 9: New Business:

A. Updated Board Policy – First Read: Please see the memo from the Supervisor of Human Recourse and Legal Services Becky Mullins. When the legislature amended the evaluation statutes affecting professional staff and administrators, these amendments included changes to Superintendent evaluations. Many of the changes are the same as those affecting other school administrators; however, there are a few key differences. Perhaps most notable is the fact that while Superintendents are not subject to the mandatory appeal provisions relating to the evaluation process and rating received, the statutory changes require that any contract governing the employment of a Superintendent that is entered into, extended, renewed, or modified on or after July 1, 2024, must include an appeal process concerning the evaluation process and rating received.

Recommendation: Motion that the Board of Education approve the updated Board policy:

- **Policy #1240 – Evaluation of the Superintendent**
- (Roll Call Vote)**

B. Consent for Two (2) Sub-Recipient Agreements for Grand Valley State University – Math Recovery at TeacherCon 2025 and Evaluation and Website Maintenance: Please see the memo from Interim MiSTEM Advisory Council Grant Lead Dr. Charlene Jones. GVSU will provide services including venue coordination, participant logistics management, registration services, and facilitator support. GVSU will deliver services according to established timelines and expectations. The total service cost is \$35,000.00. In addition, GVSU will manage the contractual services for the external program evaluator and website upgrades for the Math & Science Collaboratives for a total service cost of \$55,000.00. Evaluation Services will consist of data collection and evaluation, program analysis, impact interviews, and strategic planning alignment.

Recommendation: Motion that the Board of Education authorize administration to approve two (2) sub-recipient agreements with GVSU for support for the Math Recovery Program at TeacherCon 2025, as well as Evaluation and Website Services for the Math & Science & Engineering Collaboratives, for a total cost not to exceed \$90,000.00, as presented. (Roll Call Vote)

C. 2025-2026 Head Start Contracts: Please see the memo from Executive Director of Early Childhood Dr. Edward Manuszak. These contracts are the exact same contracts as last year's contracts except the dates have been modified. Last year, these contracts went through multiple revisions with input from our partners. Our plan this year is to have our Board of Education approve the 2025-2026 contracts and if our partners have any individual requests for modifications, we can deal with these on a case-by-case basis and if necessary or warranted have our Board of Education approve them with the revisions at a later date. By approving these contracts now, it opens the door for our WISD Head Start team to conduct the Head Start Entrance meetings in July 2025 and then before each program starts, have a signed, returned copy of each contract.

Recommendation: Motion that the Board of Education approve the 2025-26 Head Start partner agreements for the following districts and programs:

- Ann Arbor Public Schools
- Gretchen's House
- Lincoln Consolidated Schools
- Ypsilanti Community Schools
- Whitmore Lake Public Schools

(Roll Call Vote)

D. Authorization of Closed Session: The Board of Education has requested a closed session under Section 8(1)(a) for the purpose of conducting the Superintendent's evaluation.

Recommendation: Motion that the Board of Education convene in closed session under Section 8(1)(a) for the purpose of conducting the Superintendent's evaluation. (Roll Call Vote)

Agenda Item 10: Other Items of Business:

A. Strategic Plan Focus Areas Discussion

B. Move to Closed Session

Agenda Item 11: Recess to Closed Session

Agenda Item 12: Reconvene to Open Session

Agenda Item 13: Board of Education Reports:

Agenda Item 14: Administrative Reports:

A. Superintendent's Report: Superintendent Naomi Norman will address the Board.

B. Retainer Newsletter: The May 2025 edition of the School Law Notes from Thrun Law Firm is attached.

Agenda Item 15: Adjournment



May 27, 2025

Ms. Naomi Norman
Superintendent
Washtenaw ISD
1819 S Wagner Rd.
Ann Arbor, MI 48103-9715

Dear Ms. Norman,

On behalf of the Michigan School Business Officials, it is my pleasure to inform you that Nicole Hubler has met the requirements for certification under the MSBO Voluntary Certification Program and has earned the Human Resource Specialist certification. This award reflects a high degree of academic and professional preparation established by the MSBO Board of Directors through our Professional Development Committee.

Ms. Hubler's certificate will be valid from 06/01/2025-05/31/2030. During this 5-year period, she will need to maintain active MSBO membership and earn 90 professional development hours in order to maintain and renew her certification.

I hope that you will join us in celebrating Ms. Hubler's accomplishment. You may wish to inform your district's Board of Education and/or the local media. It is an opportunity to highlight your staff's accomplishments and shed a positive light on your school district.

If you have any questions or want additional information, please call me.

Sincerely,

A blue ink signature of Robert Dwan, written in a cursive style, is positioned above his name and title.

Robert Dwan
Executive Director

RD/cbb

cc: Nicole Hubler, HRS

Special Education Student Growth Data

2024-2025 School Year

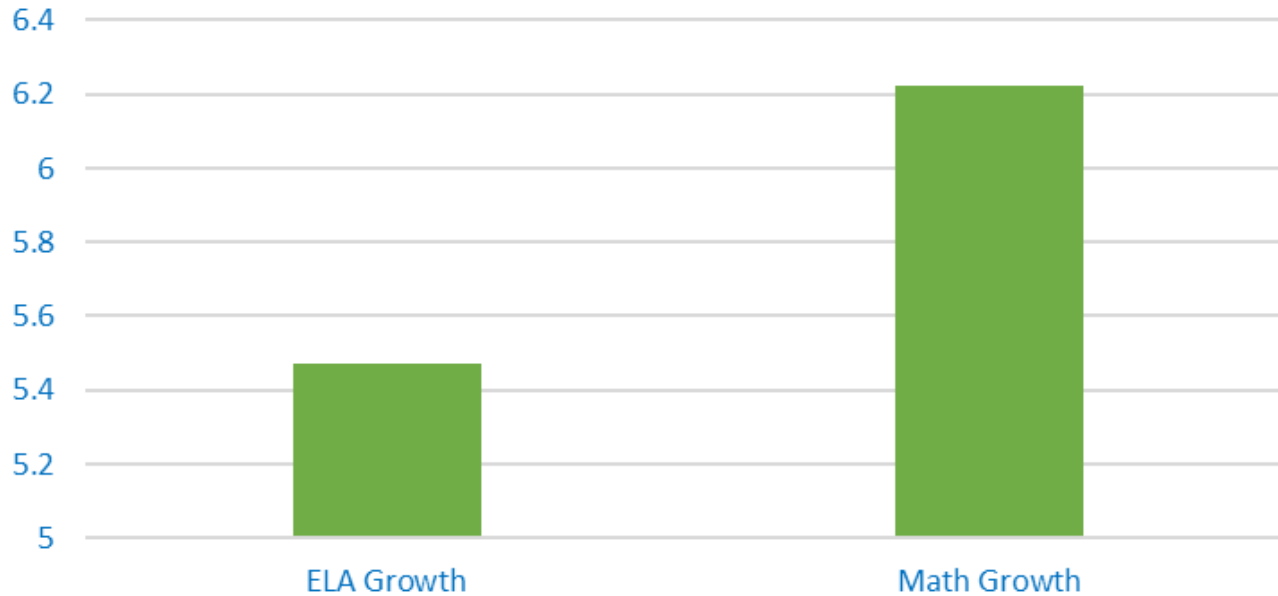




www.teachtown.com

High Point ASD Program TeachTown Benchmark Data Growth

TeachTown 3-5 Benchmark: 3-5, MS, HS, YA Overall Growth Per Subject

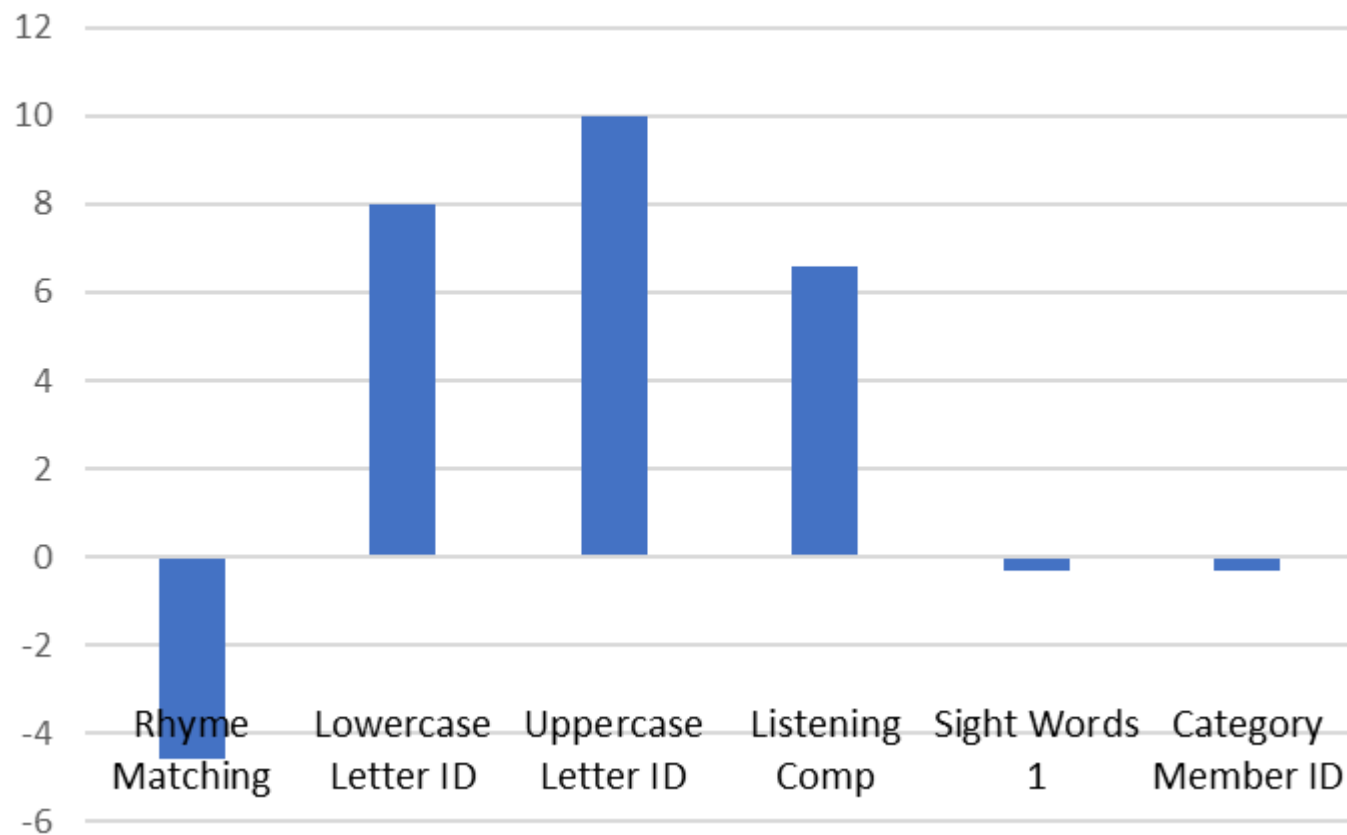


**On average
students who were
assessed with the
3-5 Benchmark
Assessments
grew**

**5.471% in ELA
Skills**

**6.22% in Math
Skills**

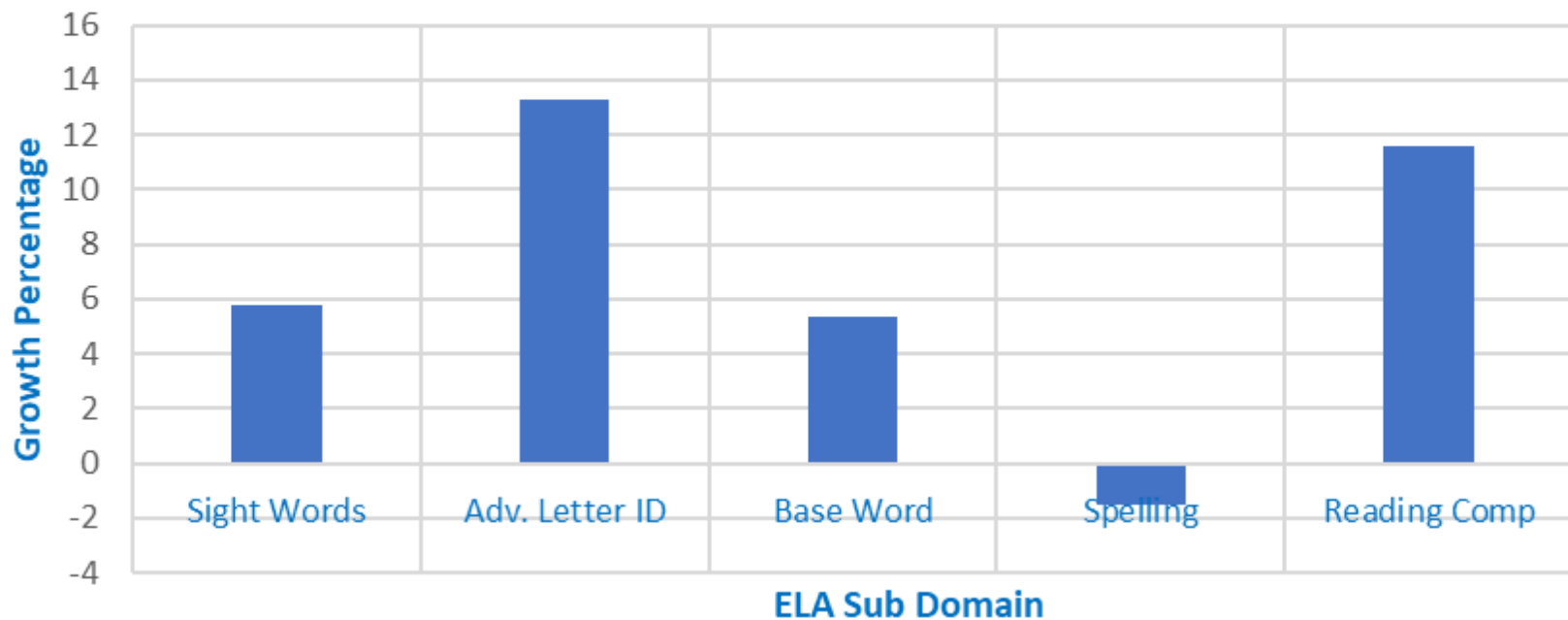
Elementary K-2 ELA Benchmark Assessment



High Point ASD K-2 Literacy Benchmark Data

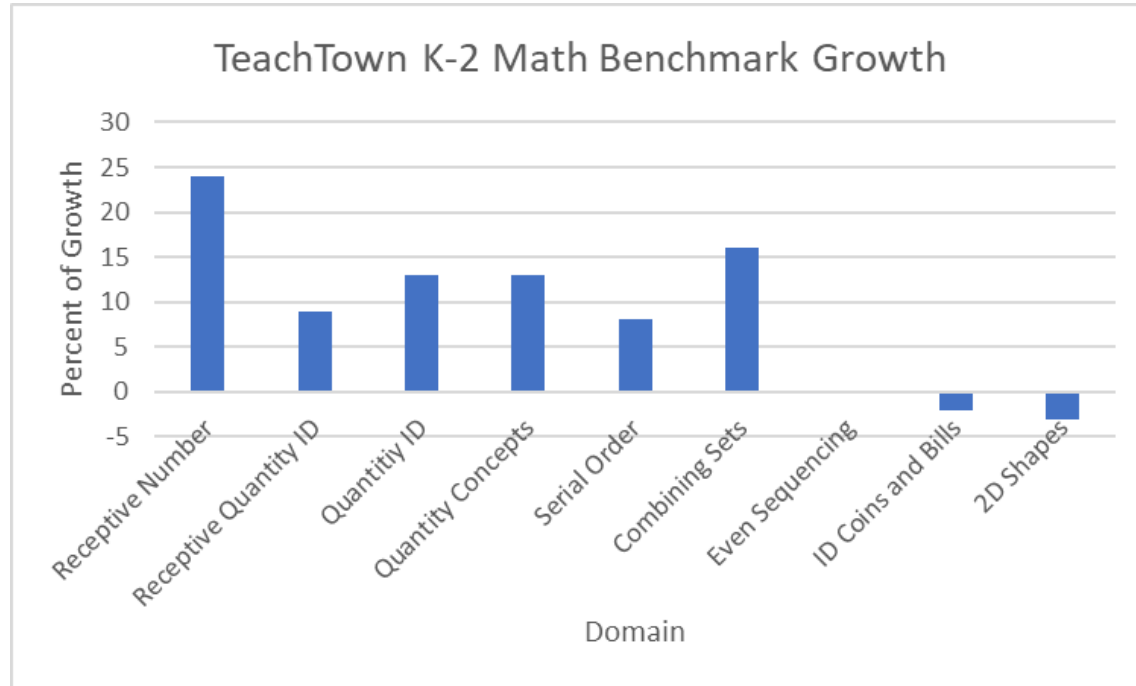
Sub-Domain	Average Growth
Rhyme Matching	-4.6
Lowercase Letter ID	8
Uppercase Letter ID	10
Listening Comp	6.6
Sight Words 1	-0.33
Category Member ID	-0.33

TeachTown 3-5 ELA Benchmark: Sub Domains 3-5, MS, HS, YA

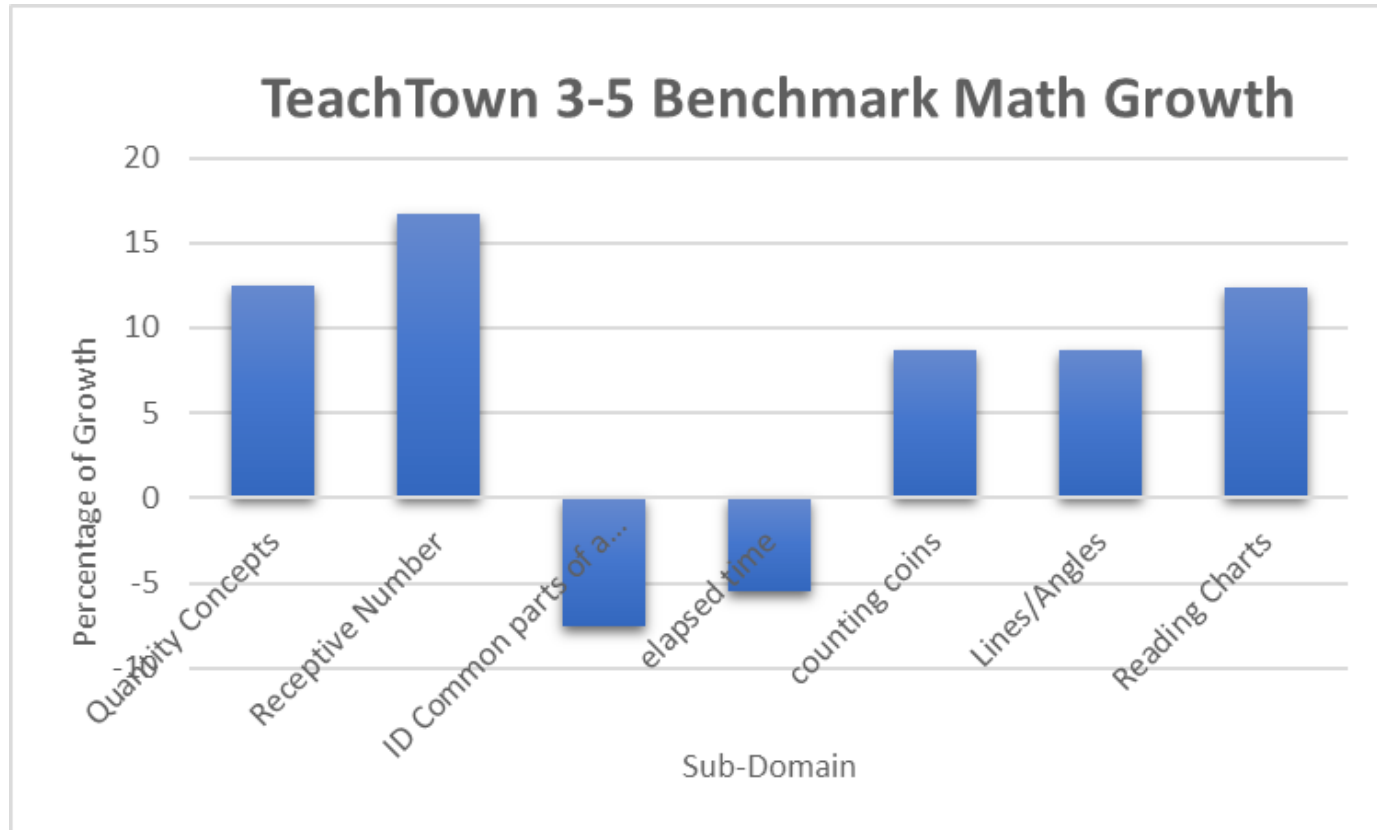


Sub-Domain	Average Growth
Sight Words	5.75
Adv. Letter Sounds	13.31
Base Word ID	5.375
Spelling	-1.5
Reading Comprehension	11.56

High Point ASD Math K-2 Benchmark Data



High Point ASD Math Benchmark Data: 3-5, HS, YA

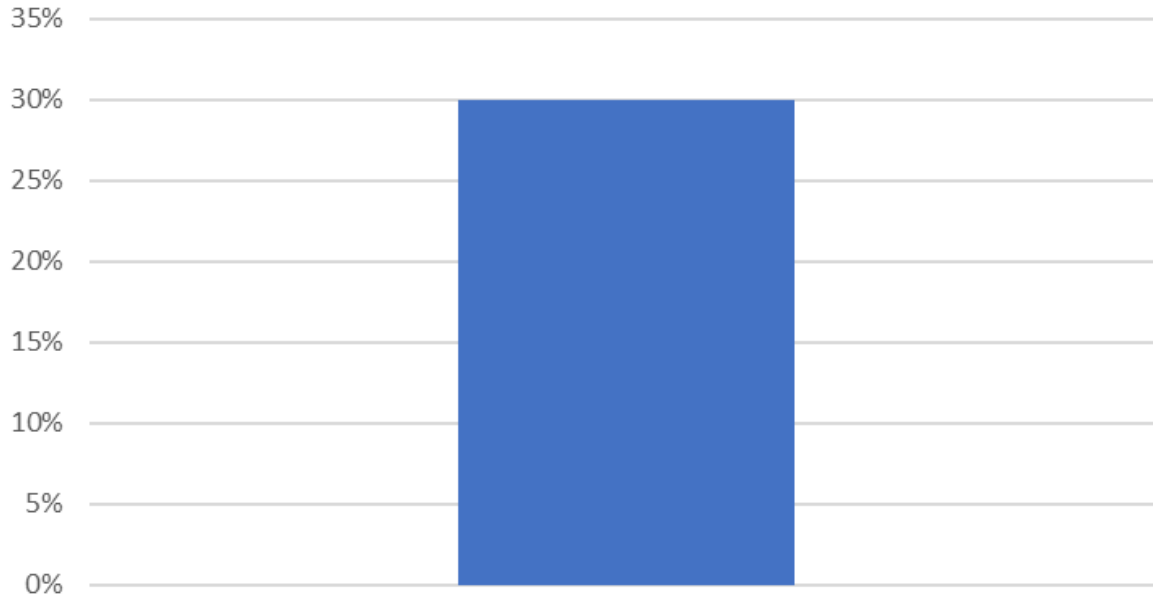




High Point SXI/SCI

High Point Emergent Literacy Growth

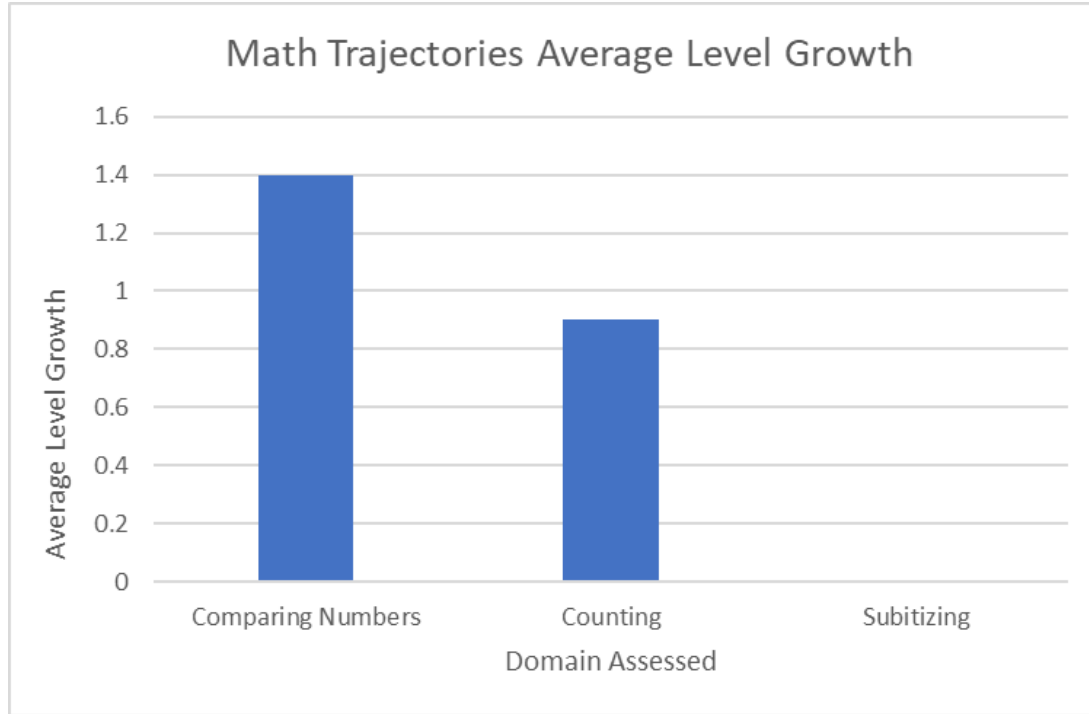
Emergent Literacy Growth Target Met



This data is based on a rubric of 62 skills and indicates the % of growth on that rubric for our SXI/SCI populations at High Point.

This assessment looks at all emergent literacy skills based on the research of Dr. Erickson and Dr. Koppenhaver.

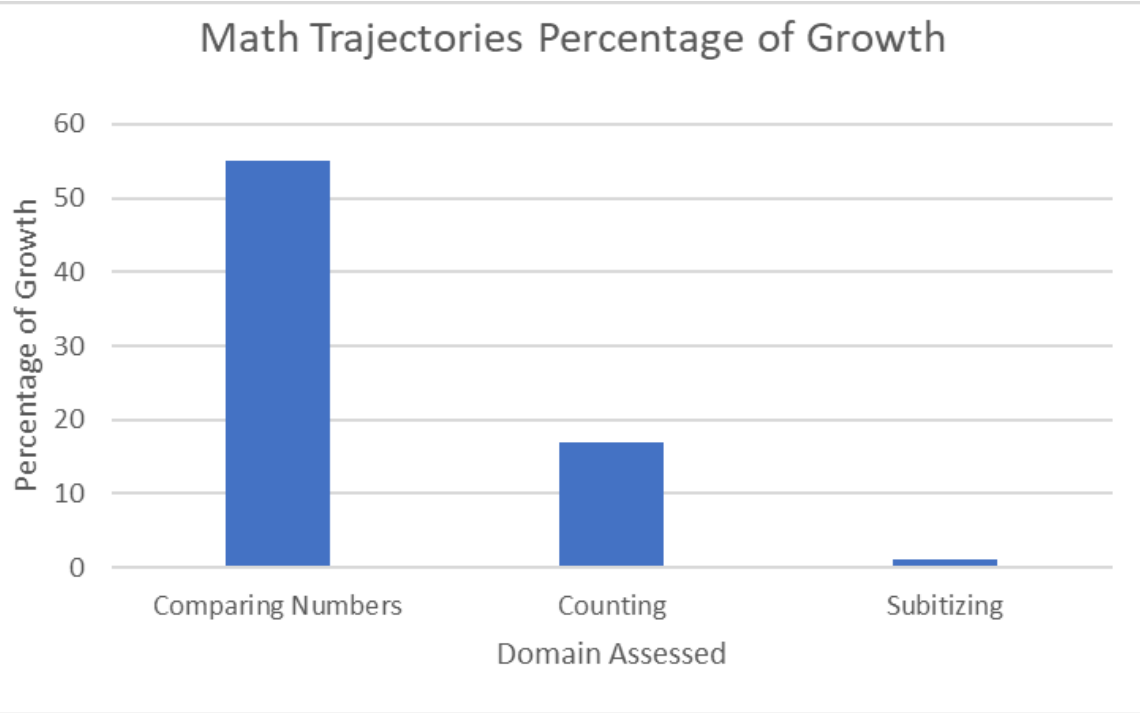
High Point [Math Trajectories](#) Level Growth



These are the average level growth for the [math trajectories](#). This is level based. Students have increased an average of **1.14 levels** over all domains.

93% of students showed growth in at least one domain.

High Point Math Trajectories Percentage of Growth

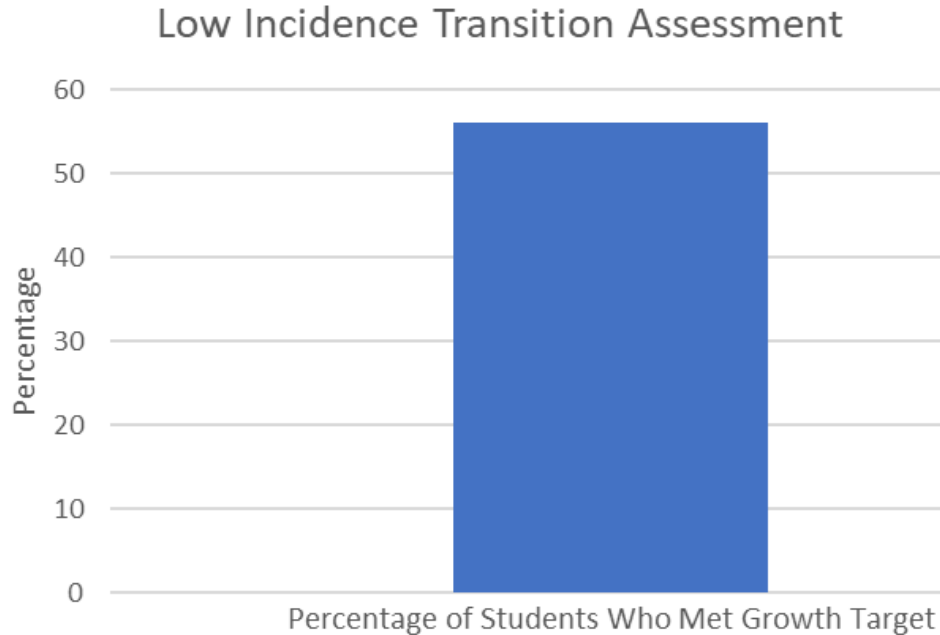


These are the average level growth for the math trajectories. This is level based. Students have increased an average of 1.14 levels over all domains.

Students showed the most amount of growth in comparing numbers and the least amount of growth in subitizing.

Subitizing is the ability to instantly know how many are in a group.

High Point SXI/SCI Low Incident Transition Growth



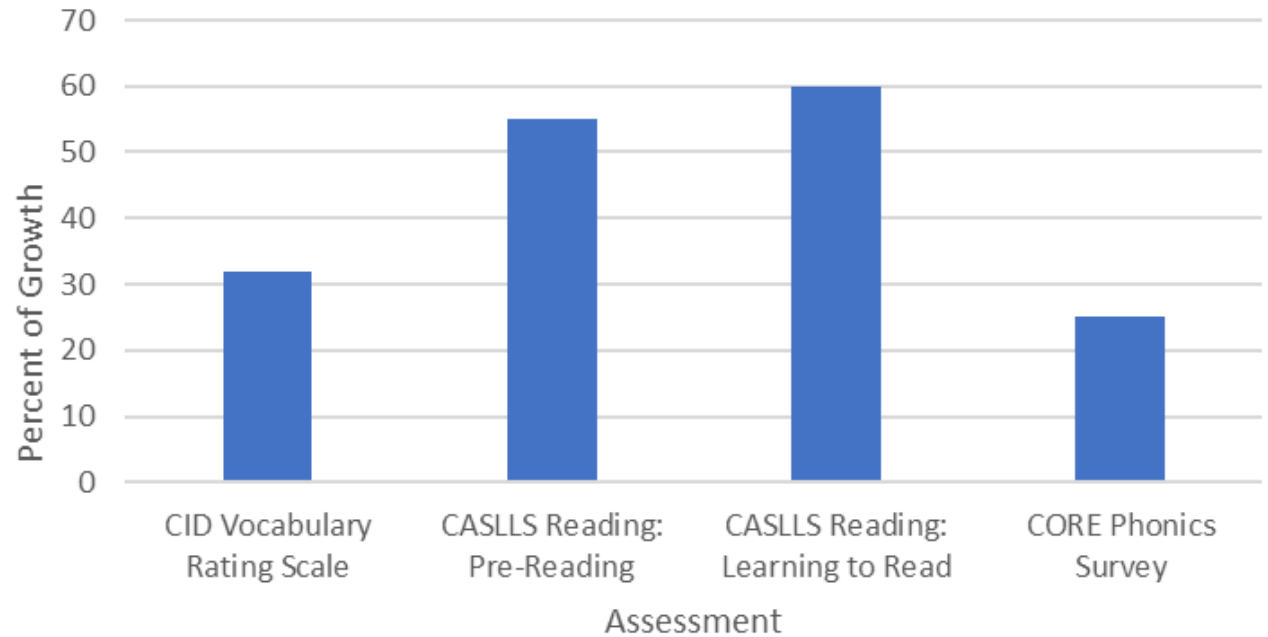
56% of students met the growth target on the Low Incident Transition Assessment

DHH Program



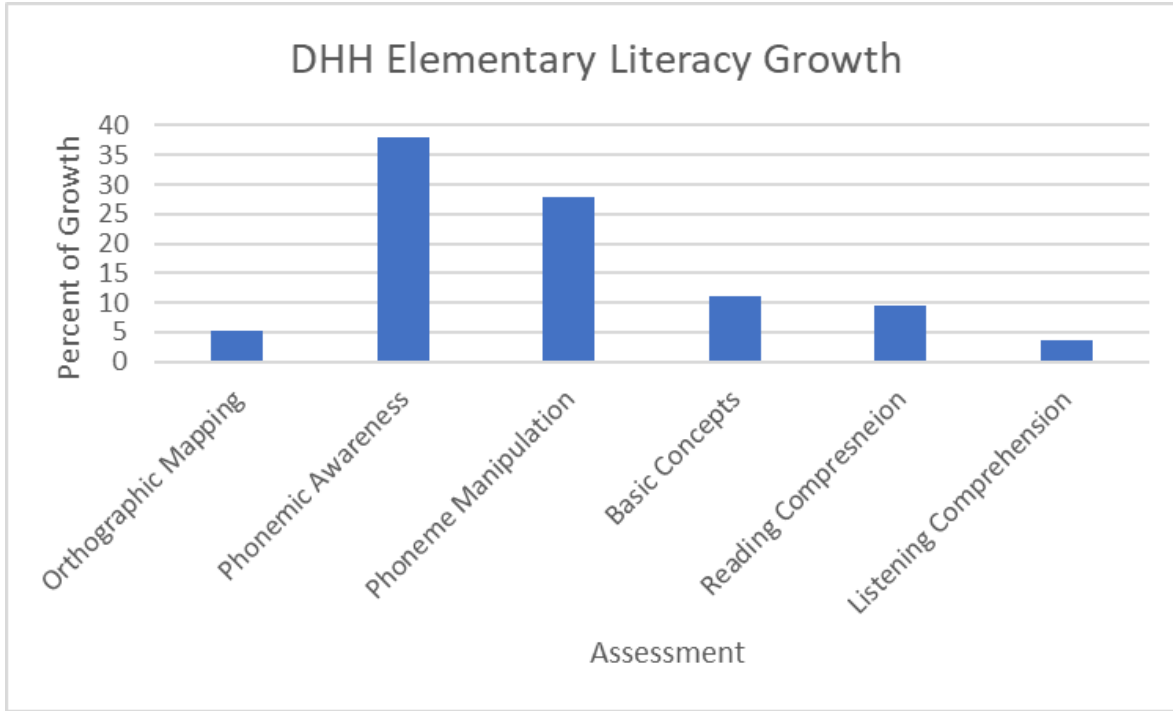
PreK-Early Elementary Literacy

DHH PreK/Kindegarten Literacy and Language



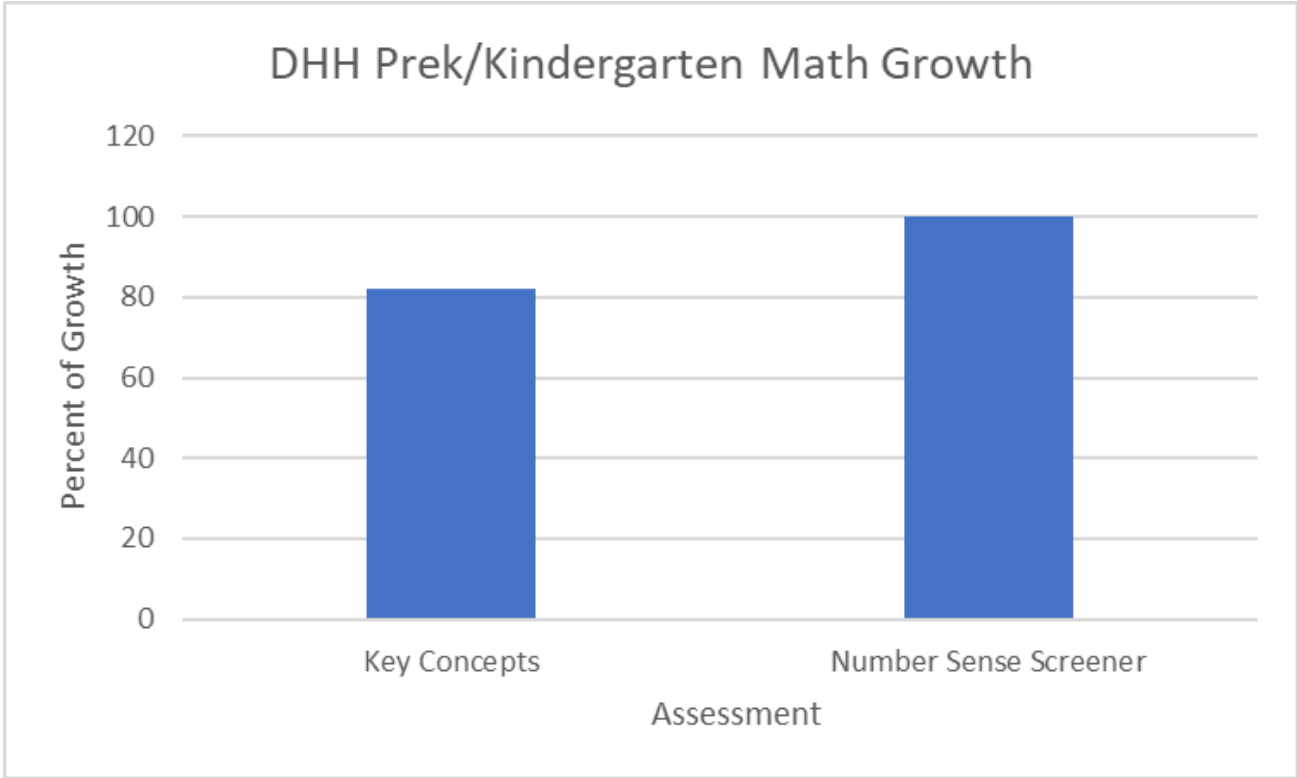
All students exceeded the growth target.

Upper Elementary/Middle School Literacy



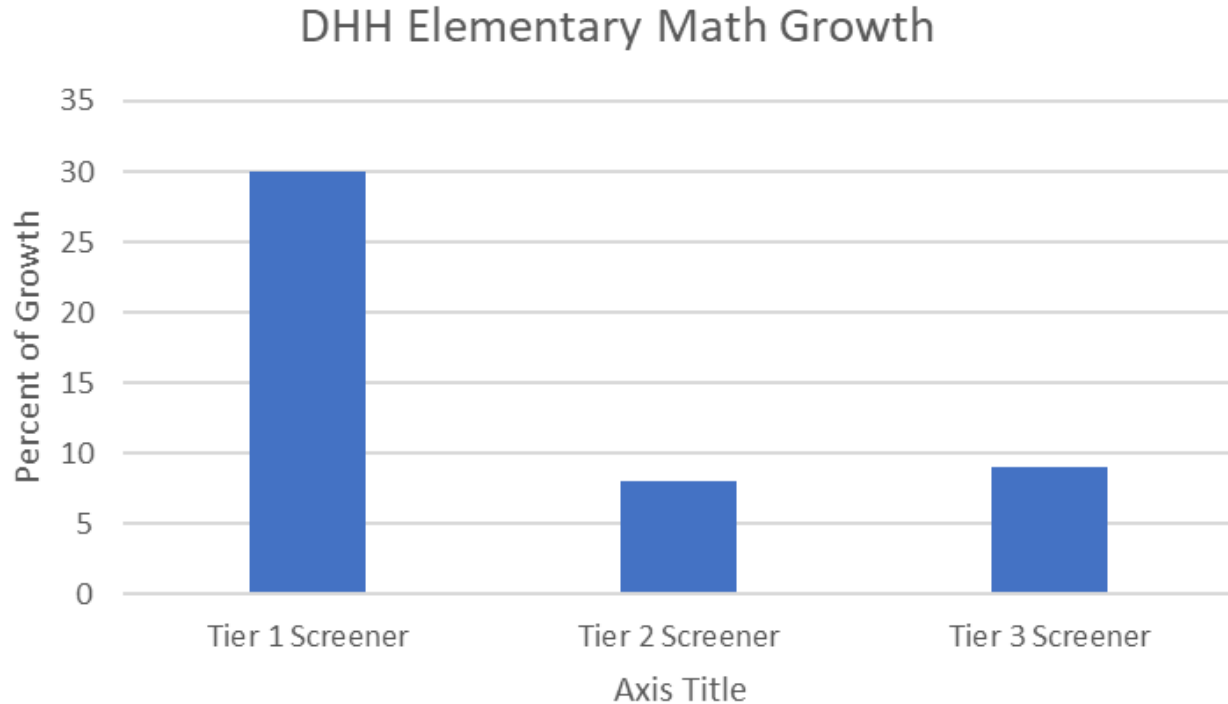
Students met growth target in all areas except Orthographic Mapping and Listening Comprehension, although they did make growth in those areas as well.

PreK-Early Elementary Math Growth



All students met the growth target.

DHH Elementary Math Growth



All students are progressing.

Some are just under the growth target.



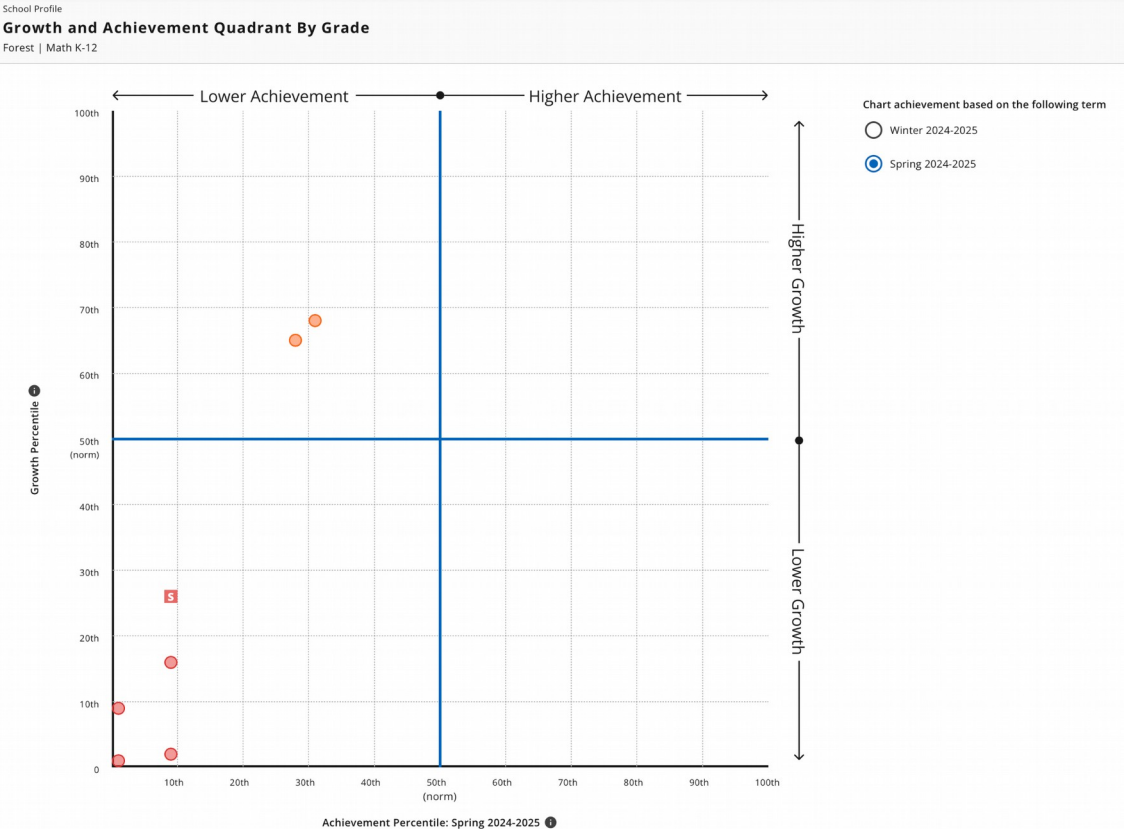
Progress Park



Progress Park K-12 NWEA Math

School Profile	
Growth and Achievement Overview	
Forest Math K-12	
Grade	
All Grades	<div><div><div>Growth Median and Distribution</div><div><div>26th</div><div><div>50%</div><div>8%</div><div>17%</div><div>8%</div><div>17%</div></div></div></div><div><div>Achievement Winter 2024-2025 Median and Distribution</div><div><div>13th</div><div><div>75%</div><div>17%</div><div>8%</div></div></div></div><div><div>Achievement Spring 2024-2025 Median and Distribution</div><div><div>9th</div><div><div>84%</div><div>8%</div><div>8%</div></div></div></div></div>

Progress Park Math Quadrant Report



Progress Park NWEA Reading

School Profile

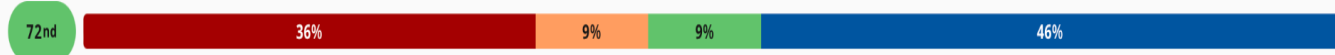
Growth and Achievement Overview

Forest | Reading

Grade

All Grades

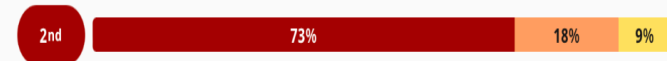
Growth Median and Distribution



Achievement Winter 2024-2025 Median and Distribution



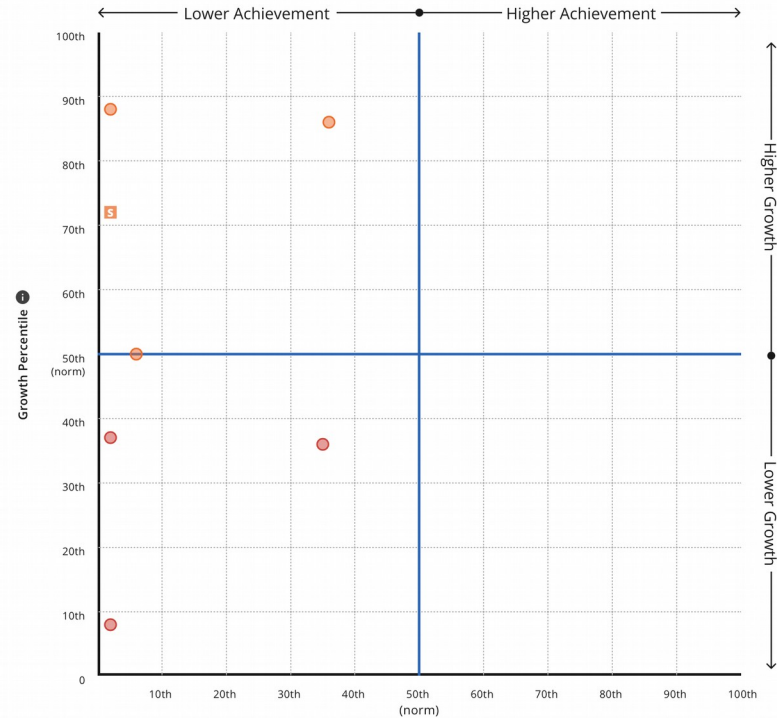
Achievement Spring 2024-2025 Median and Distribution



Progress Park Reading Quadrant Report

Growth and Achievement Quadrant By Grade

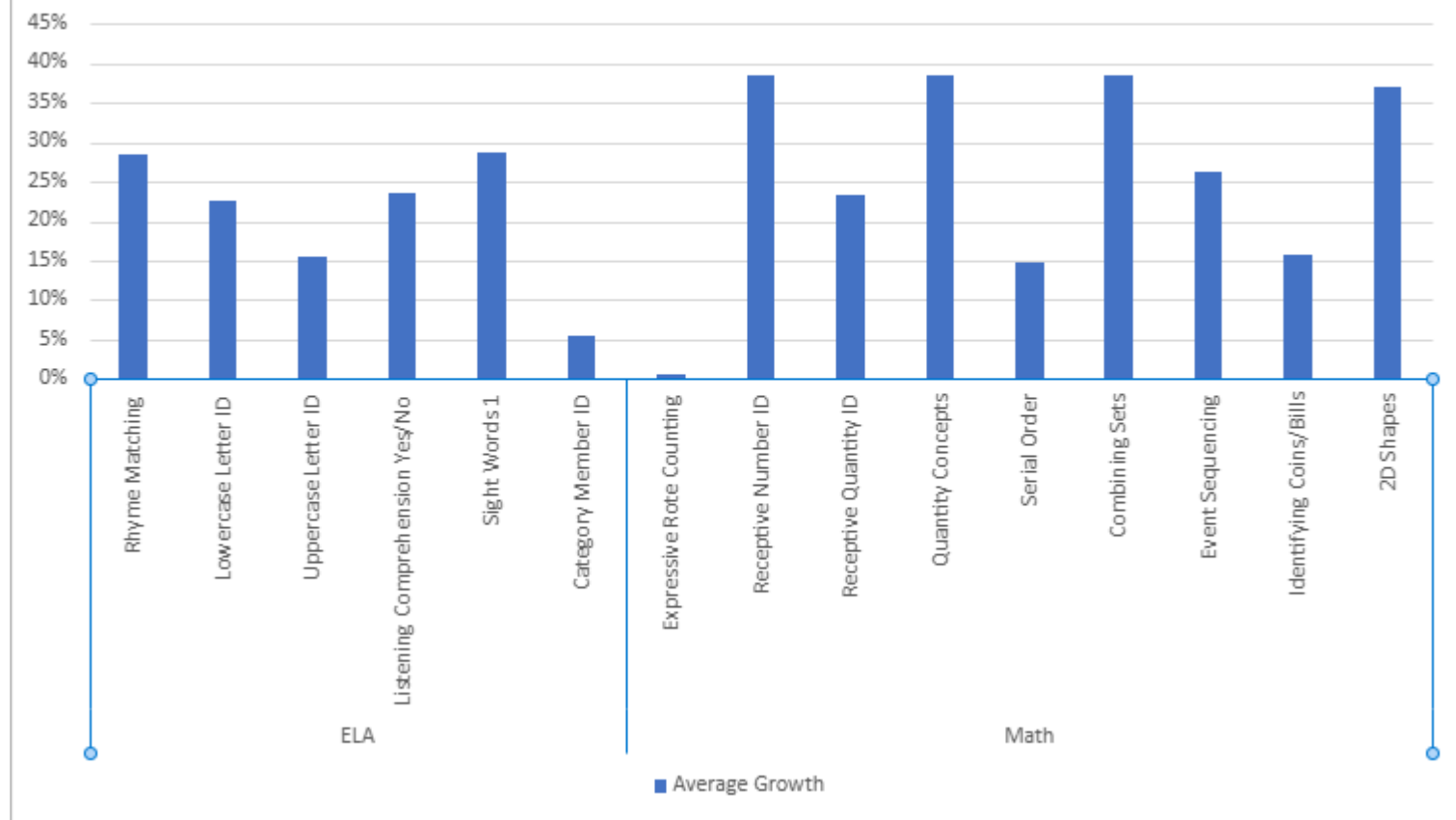
Forest | Reading



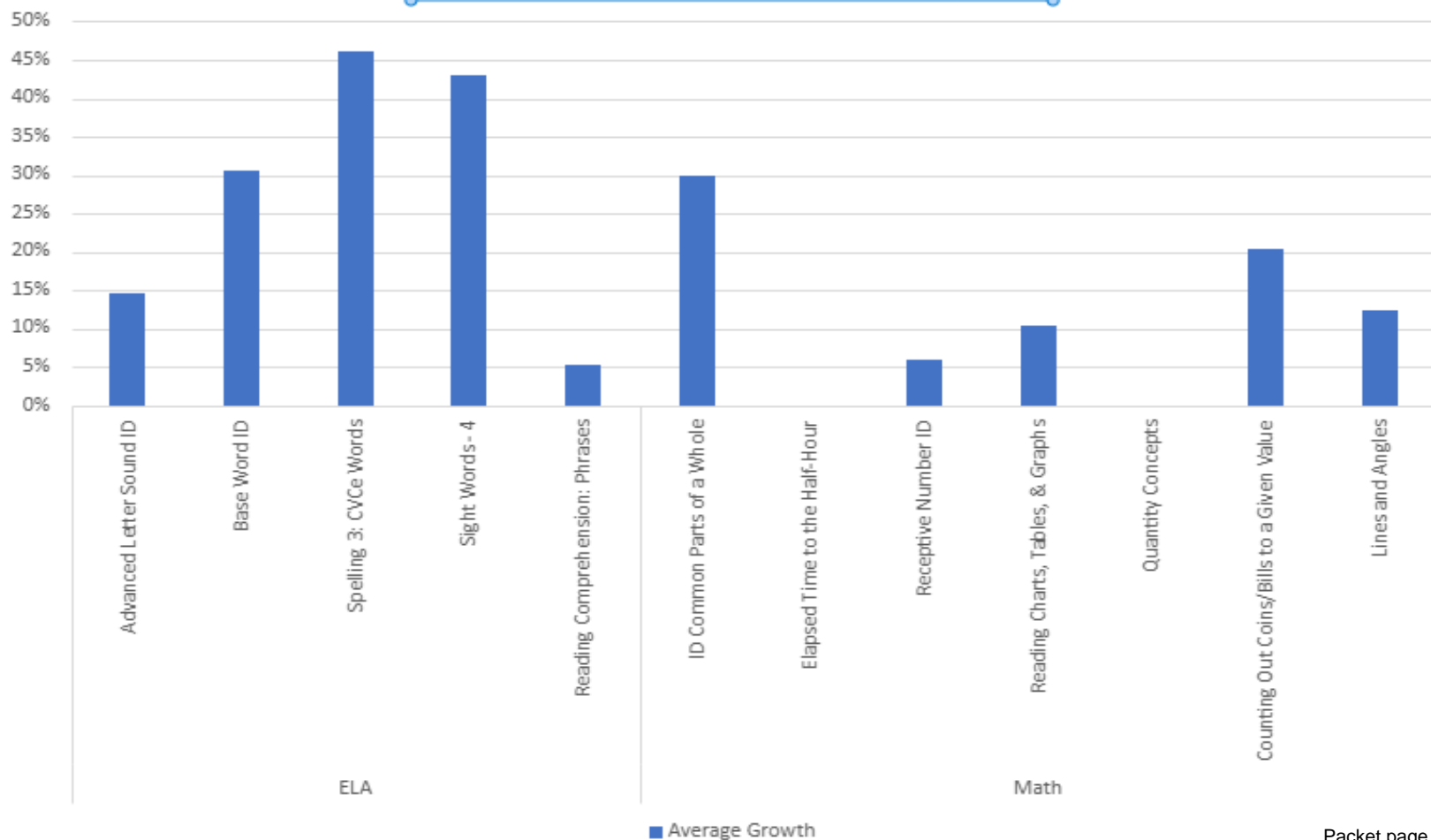


Local Based Classrooms TeachTown Benchmark Data Growth

TeachTown K-2 Average Growth



TeachTown 3-5 Benchmark Average Growth





Red Oak: Transition Skills Inventory

Red Oak: Transition Skills Inventory

Red Oak Program Average % Growth (By Category)	
Employment	11
Daily Living	12
Self-Determination	3.4
Community Participation	8.4
Overall %	9.02

Student Growth Goal Progress

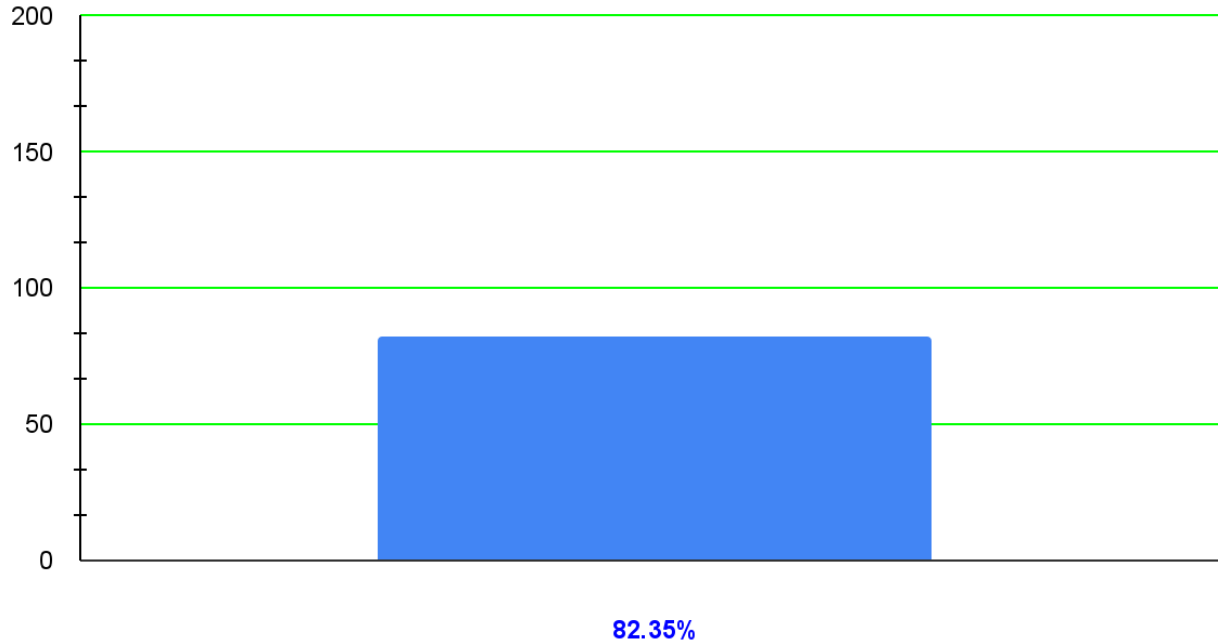
Red Oak Program Overall	
# of Students Met/Exceeded Goal	26
Total Enrolled	54
% of All Red Oak Students Met/Exceeded Goal	48.15%



Young Adult Project

Casey Life Skills YAP

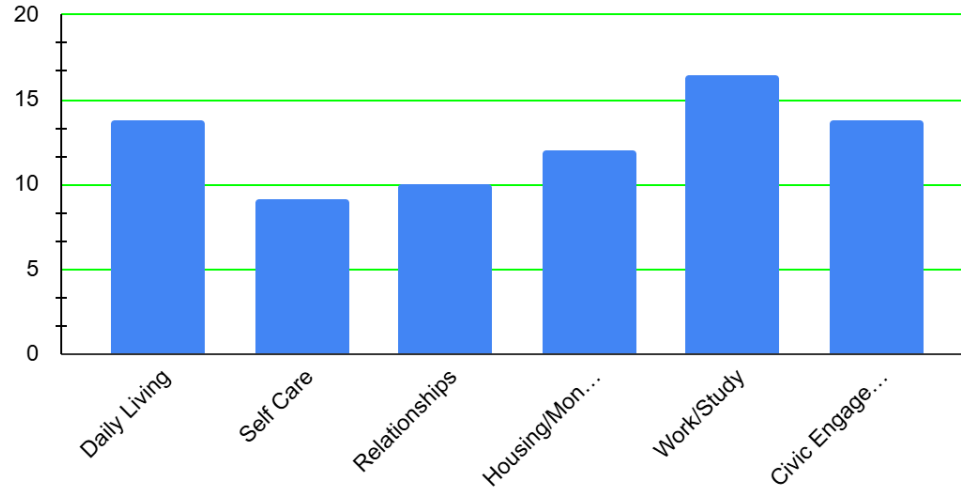
Percent of Students Who Met Growth Target



Casey Life Skills YAP

YAP Growth Across Domains

Average Percent of Growth



Domain

Domain	Growth
Daily Living	13.76
Self Care	9.08
Relationships	10.4
Housing/Money	11.96
Work/Study	16.4
Civic Engagement	13.76

Total Students:38

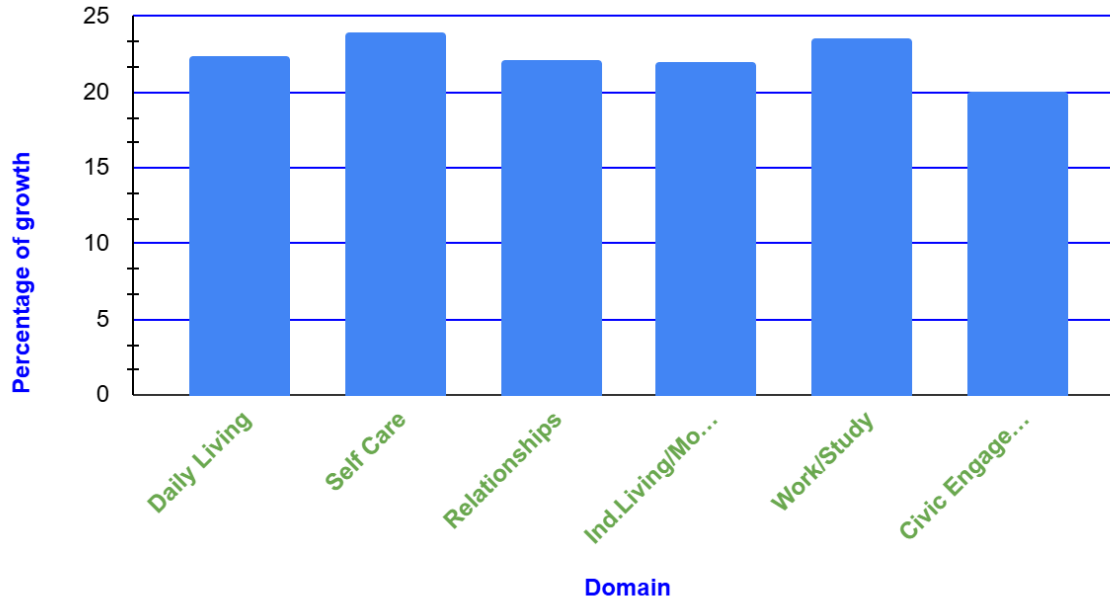
Employment	61% are employed/ 21% local school districts, U Of M,EMU and WISD
Community Volunteer	37% volunteer at approximately over 13 sites in the community
Drivers	24% have driver's licenses, 11% have permits, 21% are in the process of obtaining a permit
Transportation	76% of our students can travel on AATA, 63% can request transportation (ex. Cab, Flex ride,Uber, etc)
Michigan Rehabilitative Services	53% of students have open cases; 21% have successfully closed their case due to gainful employment.
Community Mental Health	58% of students have open cases



Young Adult Out Centers

Casey Life Skills: YA Out-Centers

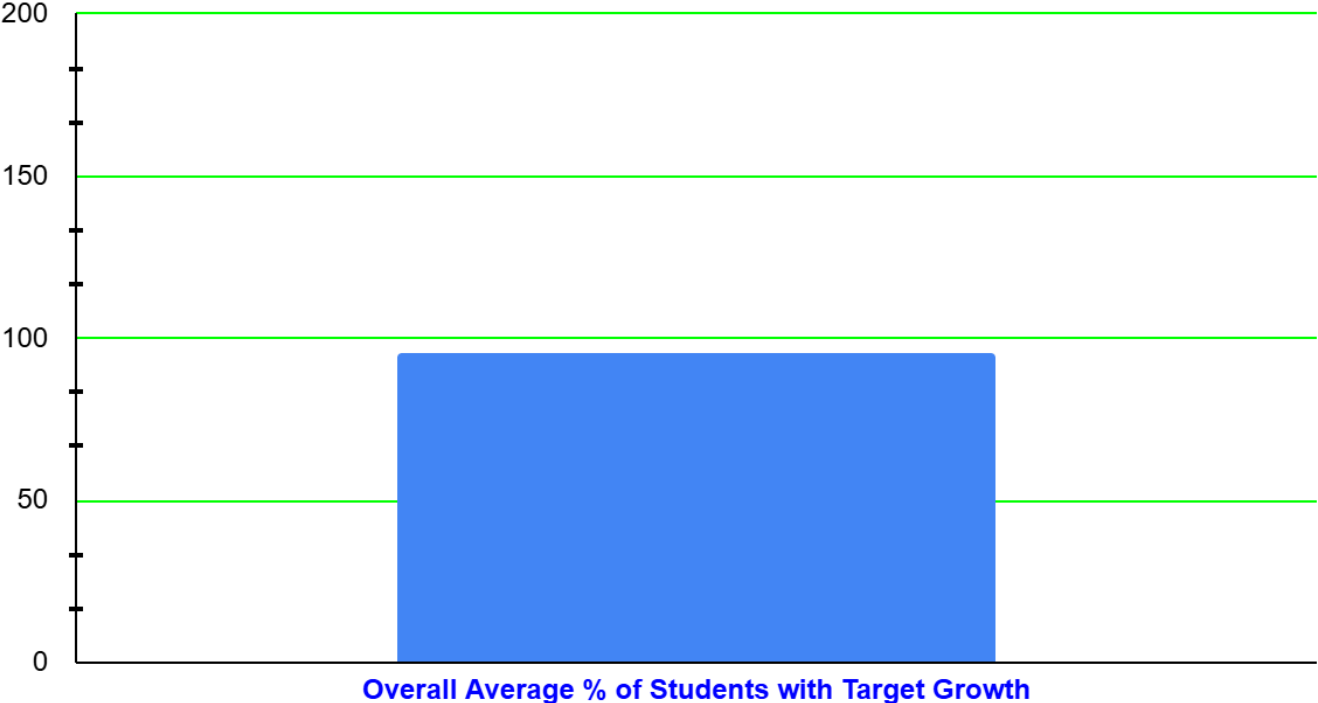
Percentage of Growth in Each Domain



Domain	Growth
Daily Living	22.42
Self Care	23.91
Relationships	22.16
Ind.Living/Money Mgt	22.03
Work/Study	23.6
Civic Engagement	20.09

Casey Life Skills: Out Centers

Percent of Students Who Met Growth Target





Early On



Court Involved Youth

County Complex Education

As of June 4, 2025

Jail Education Program

- 77 GED students (unduplicated)
- 2 HSC Students
- 2 ABE/Lit students
- 80 Tests taken/54 passed
- 10 GED Grads
- 2 HS Grad
- Average attendance 3 weeks (6 classes)
- 76 PBIS- \$1318.65
- 2 test dates scheduled for June

Court Involved Youth Program

- 72 students (unduplicated)
- 58 credit recommendations
- 6 GED tests
- 1 GED graduate
- 1 HVACR certificate enrollment
- 37 industry-recognized certificates-
Red Cross, First Aid & AED, Food Handlers, OSHA 10,
Customer Service & Sales, Warehouse, Inventory &
Logistics, Retail Supply Chain, Inventory & Logistics
Business of Retail
- Average length of stay = 20 days

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

Tuesday, June 3, 2025

The Washtenaw Intermediate School District Board of Education held a special board meeting on Tuesday, June 3, 2025, in Washtenaw ISD's Teaching and Learning Center Board Room at 1819 South Wagner Road in Ann Arbor, Michigan.

CALL TO ORDER

The meeting was called to order at 5:47 PM by President Diane Hockett.

ATTENDANCE

The following members were present:

Diane Hockett, President
Mary Jane Tramontin, Vice President
Steve Olsen, Secretary
Sarena Shivers, Treasurer
Dorcas Musili, Trustee

The following member was absent:

Quorum was met.

Also present:

Naomi Norman, Superintendent
Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent
TJ Greggs, Administrative Assistant to the Superintendent

APPROVAL OF THE AGENDA

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

Ayes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers, Steve Olsen, Dorcas Musili

Nays: None.

Motion carried.

COMMUNICATIONS: There were no communications.

PUBLIC PARTICIPATION: There was no public participation.

CONSENT AGENDA

Dorcas Musili moved, Sarena Shivers seconded, that the Board of Education approve the regular meeting minutes and Superintendent's recommendations in the Consent Agenda, as presented.

Ayes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers, Steve Olsen, Dorcas Musili

Nays: None.

Motion carried.

Approval of Minutes

The Board approved the minutes of the May 27, 2025, regular meeting.

NEW BUSINESS – Authorization of Closed Session

Mary Jane Tramontin moved, Steve Olsen seconded, that the Board of Education convene in closed session under Section 8(1)(c) for the purpose of strategy and negotiation sessions connected with a collective bargaining agreement, as presented.

Ayes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers, Steve Olsen, Dorcas Musili

Nays: None.

Motion carried.

RECESS TO CLOSED SESSION

The Board went into recess for Closed Session at 5:51 PM session under Section 8(1)(a) for the purpose of conducting the Superintendent's evaluation approved at the 5/27/25 Board meeting, and under Section 8(1)(c) for the purpose of strategy and negotiation sessions connected with a collective bargaining agreement.

RECONVENE TO OPEN SESSION

The board reconvened at 8:49 PM to continue open session.

ADJOURNMENT.

The meeting was adjourned at 8:50 PM

Respectfully submitted,

Steve Olsen, Secretary
Washtenaw ISD Board of Education

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Jennifer Parrelly, High Point Principal

DATE: May 9, 2025

SUBJECT: New Hire Memo- YA SXI TA

I would like to recommend Allison Dilts for employment as a teaching assistant in room 42 at High Point. Allison is pursuing a degree in elementary education from Eastern Michigan University. Allison was previously employed as a lead preschool teacher at Rosebrook Child Development Center in Brighton. Allison currently works at Comerica Park and for Belleville Swim Club. If approved by the Board, Allison's salary will be \$34,407, step 3. All other fringe benefits are set forth in the unit 1 contract.

CC: Cassandra Harmon-Higgins, Executive Director of Human Resources and Legal Services
Deborah Hester-Washington, Executive Director of Special Education

Allison Dilts

Skills

Excellent with children, very attentive, patient, creative, outgoing, works well with others, can take on challenging tasks, knows how to handle challenging people, can take parental criticism.

Experience

Lead Preschool Teacher

May 2022- current, Belleville MI

I worked closely with another lead teacher, using the Reggio-Emilia Curriculum to teach ages 4-5. This position allows me to teach kids of all abilities the necessities they need to know before kindergarten. We are a very hands-on/ learn through experience school, so getting to guide them along in that process is very rewarding. This job allows for me to use my special education background and my preschool background to better assess the kids.

Preschool Daycare Teacher

October 2021-May 2022, Belleville MI

I worked mainly by myself taking care of numerous kids daily ages 3-5. This position allowed me to entertain the kids before and after their preschool classes. Some of my responsibilities included: crafts, directive learning, teaching SEL, and cleaning. This job is both very challenging but so rewarding. I love how close I got with the kids, and watching them grow physically and academically while under my wing is an experience I've always wanted. This job also allowed me to use my special education background, as we did have multiple children with mixed disabilities.

Challenge Island/ STEAM teacher

May 2021-August 2021, Oakland County MI

I was able to teach different groups of kids all summer, while traveling all over the Oakland county area. I worked closely with the kids teaching them all different types of hands-on, interactive lessons. Working with different groups of kids and the constant change felt natural to me, and was very fun. I enjoyed the environment of each place I went to, and got to meet lots of people. Skill sets I learned from this job were: Keeping organized while traveling, reading lesson plans quickly, and adapting the lessons to younger age groups.

Van Buren Township/ Summer day camp counselor

June 2018- August 2019, Belleville MI

I worked closely with 7 other counselors while handling summer camp for kids 5-12. This job helped me gain experience with working with different aged kids all with different disabilities. Skill sets I learned were: how to handle quick tasks under pressure, problem solving with children, and learning how to deal with challenging parents.

Belleville Swim Club/ Swim instructor

March 2017-May 2018, Belleville MI

I taught 1 on 1 swim lessons ages 3-15 while other instructors taught separate lessons at the same time. This job helped me learn how to keep control over kids while teaching them how to swim. Working with a wide range of ages and different disabilities was a challenge, but very rewarding and fun. Skill sets I learned from this job were: learning how to deal with parental criticism, teaching kids to get over a fear, and keeping the child on task with distractions going on.

Johnny's on the Lake/ Waitress

May 2019-August 2021

I worked here for 3 summers and have worked with many different people. I brought friendly service to hundreds of people even during the busiest of times. Worked well when having to face difficult customers and co-workers. I handled the pressure quite well, especially for being understaffed this past summer.

Education

Belleville High School / High school diploma

September 2014-May 2018, Belleville MI

Participated in Marching band and Varsity Swimming for all 4 years of High school. Took honors and AP classes throughout the 4 years. Volunteered as a 6th grade camp counselor junior and senior year, and helped with community service as part of the band.

Alma College/ Special education/ elementary education

August 2018-April 2021, Alma MI

Studied here for 3 years, and was on the swim team while partaking in the Education club. I was able to do 4 different field placements in person, teach a weekly tutoring session, and work with kids on probation as a part of class requirements.

Eastern Michigan University/ Elementary K-3 with Autism specialty

August 2021-Current, Ypsilanti MI

I am currently attending, only partaking in academics so I can focus on my upcoming student teaching within the next year.

Awards

4 year varsity letter in high school, most perseverance on the swim team in college, High School Swim team Captain, 4 year Marching band.

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Tanner Rowe, Director of Operations

DATE: May 12, 2025

RE: New Hire Recommendation - Maintenance/ Custodial III

I would like to recommend Aaron Miller for employment as Maintenance/ Custodial III. Aaron has most recently been employed as a Director of Operations at Milan Schools.

If approved by the Board, Aaron Miller's salary will be Maintenance/ Custodial III, Step 5, \$26.41/hr. All other fringe benefits will be set forth in the Unit III contract.

Aaron M. Miller

Objective

To obtain a responsible career opportunity to fully utilize my training and skills, while making a contribution to the success of the school.

Qualifications

I am experienced with using cleaning equipment, including vacuum cleaners, floor buffers and cleaning solutions. I have a background in handling, mixing and using cleaning chemicals and have knowledge of occupational hazards and safety rules. I have a deep understanding of how equipment, machines and systems operate. I have many years of experience performing a variety of work in the maintenance and repair of facilities and equipment. I have the ability to weld, wire, and have experience in replacing, repairing and installing test mechanical, electrical, and gas systems and equipment such as thermostat equipment Univents condensate tank feed systems, boiler and HVAC Systems Plumbing Systems (faucets, flow valves, toilets, wax rings, and supply lines) Lighting and knowledge of 3 phase electrical natural gas equipment

Work History

1990– 1993 University of Michigan

Temporary position as a groundskeeper, stocker, athletic facility maintenance

1993– 1996 Tower Automotive

Assembly Mechanic

1996-present Milan Area Schools

Began my career with Milan as a custodian and at present time I am the Director of Operations

Education

1990 Graduate of Milan Area School, Milan MI

References

Will provide references upon request

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Cheryl Taylor

DATE: May 28, 2025

RE: New Hire Recommendation – Maya Vick – Office Professional II – Event Services

We would like to recommend Maya Vick for employment as Office Professional II – Event Services. Maya recently worked at The University of Michigan as a New Patient Intake Referral Coordinator as well as a Check-In Clerk. She has been in the customer service field since 2013.

If approved by the Board, Maya's salary would be \$39,912, Grade 1 Step 2. All other fringe benefits are set forth in the Nonaffiliated agreement.

Please let any of us know if you require additional information.

Maya A. Vick

Personal Objective

To acquire a dependable place of employment, that would help support my educational goals and personal endeavors; while offering an opportunity for growth and development.

Educational Objective

To obtain a degree in the field of Family Counseling or Interior Design
Washtenaw Community College – pending

Education

Milan High School, Milan, Michigan 2008-2012

Experience

PATIENT SERVICE INTERMEDIATE & READING ROOM COORDINATOR – MICHIGAN MEDICINE EAST ANN ARBOR RADIOLOGY MRI/ CT/ NM BONE DENSITY/ XRAY/ ULTRASOUND (December 2019 – March 2025)

- Communicate with patients, technologist, radiologists, call center representative, internal/external ordering physicians, and referral/insurance coordinators; regarding scheduling, radiology requisitions, and cost of exams/waivers.
- Request radiology disc from external facilities for internal clinical appointments to be interpreted and (or) archived for upcoming appointments. Lifeimage Software use.
- Confirm radiology appointments 2-3 business days out with patients, family members and nursing homes via phone, via patient portal with appointment information, confirming scheduling safety MRI,CT and Ultrasound questionnaires, fasting and arrival instructions and assist with questions.
- Receive co-pays as patients check out.
- Assist in sending scheduling errors via email to be fixed or rescheduled to Affinity schedulers and Radiology call center schedulers. Apart of a scheduling error team, 3 members.
- Prep CT patients with oral contrast Read-Cat, VoLumen, and (or) water for evening CT technologists.
- Monitor abdominal, chest and neurology protocol lists for upcoming patient appointments and route patients to the correct protocol list for Radiologists (if needed).
- Monitor abdominal, chest and neurology reading list and route to the correct list for Radiologists (if needed) for completion of a dictated report.
- Remind radiologist of next business day schedule, and any pertinent information for the following day.
- Assist Radiologist with contacting internal/external ordering providers of urgent findings in mutual patients.
- Monitor and schedule use of back-office spaces appropriately.
- CD burning upon patient request via PACSCUBE Software.
- Covid-19 entrance screener.

- Coordinate staff desk rotation assignments/daily schedule.
- Primary trainer for new staff (check-in/check-out, confirmation calls, CT oral contrast prepping, payment transaction, and reading room coordinators when promoted) 2021 - 2024.
- Assist lab phlebotomist with patient intake and shared front desk responsibilities. Distribution of patients, calls, faxes, and questions.
- Assisted supervisor with staff scheduling for pandemic reductions.
- Numerous "Making a Difference" Awards from colleagues and patients.

**NEW PATIENT INTAKE COORDINATOR ASSISTANT – U of M ROGEL CANCER CENTER
BREAST SURGERY CLINIC & MEDICAL ONCOLOGY BREAST CLINIC
(June 2016 – December 2019)**

- Communicate with the patients, physicians and staff; regarding patient's health history and appointment.
- Request medical records, pathology slides and radiology disc from external facilities for patients scheduled appointment.
- Monitor and follow up on fax request for: medical records, pathology slides and radiology disc from external facilities prior to appointment.
- Scan medical records in chronological order into the Michigan Medicine (MiChart) system for physician review & medical staff review.
- Enter in pathology accession numbers and dates, and specific radiology images and dates into MiChart, providing a report for each case.
- Download Radiology disc.
- Monitor the Michigan Medicine/ CCX Access tracker.
- Prepare mailing new patient packets (appointment info/rescheduled appointment reminder, directions, and medicine/allergy list form and health questionnaires).
- Prepare mail carrier labels for requested item to arrive before scheduled appointment.
- Monitor computer fax server and file new faxes into appropriate department.

**MANPOWER/ U of M CANCER CALL CENTER/ GYNECOLOGY ONCOLOGY
(February 2016 – June 2016)**

- Schedule new patient appointments for patients to be seen in the clinic.
- Communicate with the patients, physicians and staff; regarding scheduling matters or concerns or questions from the patient's that the physicians should be aware.
- Monitor the UMHS tracker.
- Prepare mailing for appointment reminders and notification of rescheduled appointments.
- Prepare mailing new patient packets (appointment info, directions, and medicine allergy form and health questionnaires).
- Collect medical records and reports from external facilities for scheduled appointments.
- Fax request for Pathology slides and Radiology disc from external facilities to prep for patients appointments.
- Monitor and follow up on fax appointment request.
- Download Radiology disc.
- Hired permanently from Manpower to New Patient Intake Coordinator Assistant.

MANPOWER / U of M YPSILANTI HEALTH CENTER – (September 2015 – January 2016)

Medical office clerks performed a variety of tasks to support patients, physicians, nurses, and other health care workers including, but not limited to:

- Answering out-bound phone calls in a professional and helpful manner.
- Verifying patient insurance eligibility and covered benefits.
- Greeting and checking-in patients and other visitors that come into the office.
- Distributing and collecting necessary paperwork to patients prior to and/or during the visit.
- Scheduling patients with appropriate medical staff and making confirmation calls prior to appointments.
- Entering and maintaining accurate files and patient information, including filing.
- Checking out patients and collecting or distributing handouts as needed.
- Assisting in maintaining a neat and clean office.
- Receiving, sorting, and routing mail or other inter-office communication.
- Sanitize all patient and staff boards and utensils.
- Providing any other administrative support as needed to the facility and staff.

TIM HORTONS – Customer Service (December 2014 – August 2015)

- Cashier, assist customer at front counter, and drive-thru window.
- Assemble menu sandwich items, bake donuts and pastries as needed.
- Help train new employee's.
- Clean and organize work area.

PREMIUM SERVICES – Custodial Cleaning (September 2014 – November 2014)

- Cubical cleaning
- Emptying trash cans from office and restrooms
- Refrigerator cleaning
- Vacuuming
- Dusking

**CAMIS MICHIGAN & WASHINGTON STATE PARK– Call Center
(March 2014 – July 2014)**

- Answer sales calls efficiently.
- Follow established script in fielding inbound calls from prospects and customers.
- Inform callers of current promotions and new or upgraded products.
- Resolve customers concerns accurately.
- Contact and follow up with customers as needed.
- Enter orders and take sales calls.

TIM HORTONS – Customer Service (August 2013 – March 2014)

- Cashier, assist customer at front counter, and drive-thru window
- Assemble menu sandwich items, bake donuts and pastries as needed
- Receive supplies through weekly delivery services, stock and inventory supplies as needed
- Clean and organize work areas.

“Received (2) Customer Service Awards – for Outstanding Services”

Custodial Services (2008 – Present)

Residential Cleaning by Request

Senior Care Provider (2009 – 2012)

Prepared Meals, Administered Meds, and Light Housekeeping

Clerical (2007 – present)

Data Entry, Filing, Sorting, Mailings, Packaging, Organizing, Word Processing, Signs, Photocopies, Printers, Faxes, Answer Phones and Run Errands

Additional Skill Sets

- Excellent Customer Service Provider
- Patient and Understanding
- Ability to Work Under Pressure/ Multi-tasking
- Excellent Organizational Skills
- Excellent Communication – Verbal & Written
- Proficient on PC or MAC computers; proficient in Microsoft and Other Software
- Proficient with Candence/Michart/Epic, McKesson, Lifeimage, PACScube and Sectra.

Washenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

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

Anne Fortunato

Department

Achievement Initiatives

Supervisor

Amy Olmstead-Brayton & Dawn Stewart

Current Position Title

AI Project Specialist II

Recommended Position Title

MSTEM Program & Grants Manager

Current Position Number

51.00.221.09

Recommended Position Number

51.00.229.04

Current Bargaining Unit

Non-Affiliated

Recommended Bargaining Unit

Non-Affiliated

Should the Current Position Remain?

- ☒ Remain
- ☐ Delete

Current Pay Rate/ Salary Level

Grade 6, Step 3 (\$66,517)

Recommended Pay Rate/ Salary Level

Grade 9, Step 2 (\$85,541)

Current FTE

1.0

Recommended FTE

1.0

Current Number of Work Days

230

Recommended Number of Work Days

230

Current Account 1

11.1.1221.1290.000.0000.00000.1100

Current Account 1 Split

37

Current Account 2

11.1.1225.1620.995.3294.00000.0000

Current Account 2 Split

57

Current Account 3

22.1.1221.1290.000.0000.00000.1200

Current Account 3 Split

6

Current Account 4

Current Account 4 Split

Recommended Account 1

11.1.1225.1160.000.3325.00000.0000

Recommended Account 1 Split

60

Recommended Account 2

11.1.1221.1250.000.0000.00000.1100

Recommended Account 2 Split

34

Recommended Account 3

22.1.1221.1290.000.0000.00000.1200

Recommended Account Split 3

6

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

TLC / Achievement Initiatives

Recommended Location

Worksite/Desk Location

TLC/Achievement Initiatives

Rational for Position Change

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

Interviewed for new position

Finance Comments

Finance

SAP

05/28/2025

Human Resources Approval

☐ Approve

☒ Adjust, See Comments

Human Resources Comments

Grade 9, Step 1 Effective 6/16/25

Human Resources / Executive Admin Review

CD Harmon Higgins

05/22/2025

Superintendent Comments

Effective Date

Date new duties were assigned or changes made

06/16/2025

List Positions/Employees Performing Similar Work

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

NA

Department Head Comments

Department Head

Jennifer Banks

05/12/2025

Finance Approval

☒ Approve

☐ Adjust, See Comments

WASHTENAW INTERMEDIATE SCHOOL DISTRICT JOB DESCRIPTION

Job Title: MISTEM Program & Grants Manager
Department: Achievement Initiatives
Reports to: Supervisor of Instruction
FLSA Status: Full-time - Exempt, 230 Days
Prepared By: Dr. Jennifer Banks
Director of Instruction
Preparation Date: March 21, 2025
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director HR and Legal Services
Approval Date: March 24, 2025

The WISD's Mission is to educate, serve, and advocate with students, families, schools, and the community. We disrupt racial inequities, build just educational systems, and expand access for all learners. We value human potential while striving to support current and future generations of Washtenaw County to enrich as many lives as we possibly can.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The MISTEM Program & AI Grants Manager is committed to advancing STEM education with a specific focus on mathematics, science, & engineering. This role supports the development of student programming, professional learning opportunities, and partnerships with diverse stakeholders to build STEM awareness. Collaborating with the MISTEM network, the manager helps to align initiatives across various educational systems and community sectors to enhance STEM education statewide.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Provides leadership, direction, vision, and support for social justice and inclusive instructional practices in the network initiatives for which this position is responsible.
- Examines the impact of educational inequities on student achievement outcomes as it aligns with race and ethnicity.
- Develops Program and Professional Learning
 - Designs and implements programs that build STEM awareness among students, families, educators, and leaders at both state and local levels.
 - Creates professional learning opportunities for educational leaders and educators that emphasize the importance of STEM integration and real-world applications.
 - Collaborates with school districts to incorporate innovative STEM teaching strategies that support student engagement and achievement.
- Collaborates Across Education Systems
 - Partners with educational leaders, state officials, and local leaders to ensure alignment of STEM initiatives with state standards and community needs.

- Engages families and students through workshops, events, and resources that promote STEM awareness and career readiness.
- Develops Student Programming & Engagement
 - Develops and implements mathematics or science-focused student activities, such as STEM camps, competitions, and inquiry-based projects.
 - Works with the MiSTEM Program Manager for Science to design interdisciplinary STEM opportunities incorporating mathematics and science.
 - Organizes events and initiatives that showcase STEM applications in everyday life and potential career paths.
- Develops Partnerships with Business Stakeholders
 - Establishes partnerships with industry leaders to create student learning opportunities and professional development for educators.
 - Collaborates with businesses to provide mentorship programs, internships, and real-world problem-solving activities.
 - Secures sponsorships to support STEM programs and enhances resources for schools.
- Promotes STEM Advocacy & Community Outreach
 - Advocates for STEM education by engaging with families, communities, and state and local leaders to build awareness and support.
 - Develops outreach materials and initiatives to communicate the impact of STEM education on future workforce development.
- Promotes Professional Development & Educator Support
 - Provides educators with resources and training on integrating STEM concepts into their curricula.
 - Facilitates workshops and seminars in collaboration with the MiSTEM network, focusing on cross-disciplinary STEM teaching approaches.
- Provides Data Analysis & Reporting
 - Uses data to evaluate the effectiveness of programs and professional learning efforts, identifying opportunities for improvement.
 - Reports outcomes and progress to stakeholders, ensuring transparency and accountability in program delivery.
- Provides Grant Writing & Resource Management
 - Identifies funding opportunities and collaborates on grant applications to support STEM initiatives.
 - Allocates resources to maximize the impact of STEM awareness programs and professional development.
 - Maintains accurate grant records and appropriate reports.
 - Assists in the compilation, preparation, and administration of the departmental budget; compiles information and proofs documents for presentation; reviews expenditures, processes invoices for payment and coordinates the department budget administration process; and fund transfers as required.
 - Maintains accurate records in a manner consistent with state and federal law as required by the district and local educational agency, including monthly project reports.
 - Coordinates closely with the business office to track, manage, report, and approve grant expenditures, amend grant budgets, build, and modify budgets, and secure grant and budget approvals for the Achievement Initiatives Team.
- Works collaboratively with Early Childhood and School and Community Partnerships departments' grants staff to coordinate agency grants efforts.
- Works in a team-oriented, diverse environment.
- Supports WISD vision and mission to enhance achievement for all students.
- Supports a team-based approach to problem-solving.
- Demonstrates excellent customer service.
- Maintains regular and predictable attendance.
- Allows flexibility in work schedule to meet grant deadlines and submission timeframes.

- **Other duties as assigned.**

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Bachelor's degree in mathematics, Science, Education, or a related STEM field.
- Experience in education, program development, or STEM advocacy.
- Experience collaborating with diverse stakeholders, including educators, leaders, and community organizations.
- Experience in support group facilitation to develop consensus.
- Experience working with New World - preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- N/A.

LANGUAGE SKILLS:

- Demonstrates ability to explain the grant cycle process.
- Demonstrates ability to read, analyze and interpret information including grant proposals, periodicals, and professional journals.
- Demonstrates ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Demonstrates ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.
- Demonstrates ability to write grant proposals, narratives, budgets, case statements, progress reports, and other related correspondence.

TECHNICAL SKILLS:

- Demonstrates a working knowledge of the Microsoft Office suite (e.g. Microsoft Word, Excel, Outlook, and PowerPoint) and Apple software and devices.
- Demonstrates ability to use video conferencing (e.g. Zoom, Teams).
- Demonstrates ability to use grants systems for federal, local and state submissions.

MATHEMATICAL SKILLS:

- Demonstrates ability to apply the concepts of accounting and finance consistent with the duties of this position.

REASONING ABILITY:

- Exhibits high proficiency in areas of reasoning, problem-solving, organizational dynamics, and emotional intelligence.
- Demonstrates ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Exhibit a high level of professionalism with the ability to handle confidential information, use good

judgment, plan, and handle complex projects and maintain a flexible attitude.

- Exhibits ability to multitask and meet deadlines.
- Exhibits ability to work under pressure; see the task through to a successful conclusion.

INTERPERSONAL SKILLS:

- Provides excellent customer service and communication skills with a client-centered focus.
- Exhibits ability to build rapport with others and to serve diverse publics.
- Demonstrates ability to take the initiative, work well with others as a collaborative team member, and exhibit good communication skills.
- Exhibits effective communication and outreach.
- Demonstrates ability to direct the activities of others to execute successful grant submissions.
- Provides strategic collaboration across education systems.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee may be required to be outdoors for periods of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodation to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary ranging (dependent upon experience) \$82,665 - \$101,596.

Washtenaw Intermediate School District is a drug-free workplace.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational

Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and federal regulations.

Washtenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

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

JaVon Jason

Department

Early Childhood

Current Account 1

22.1212.1490.000.7575.00000.0000

Current Account 1 Split

100

Current Account 2

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

Michelle Pogliano

Current Position Title

Early Intervention Home Visitor

Recommended Position Title

Early Intervention Teacher

Current Position Number

52.00.212.04

Recommended Position Number

28.33.218.07

Current Bargaining Unit

Unit I

Recommended Bargaining Unit

Unit II

Current Account 4 Split

Recommended Account 1

22.1218.1250.080.0000.00000.3300

Recommended Account 1 Split

100

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

60056

Recommended Pay Rate/ Salary Level

69,958

Current FTE

1

Recommended FTE

1

Current Number of Work Days

225

Recommended Number of Work Days

185

Should the Current Position Remain?

- ☐ Remain
- ☒ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

TLC

Recommended Location

Worksite/Desk Location

TLC

Rational for Position Change

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

JaVon has submitted a letter of interest in this position, was interviewed, and is being recommended for this position

Effective Date

Date new duties were assigned or changes made

10/10/9202

List Positions/Employees Performing Similar Work

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

Department Head Comments

Department Head

Dr. Edward J. Manuszak II

05/12/2025

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Effective date is not legible BUT I approved so it can move through the process without needing approvals again. Please seek that indo from Supervisor.

Finance

SAP

05/28/2025

Human Resources Approval

- ☐ Approve
- ☒ Adjust, See Ccomments

Human Resources Comments

5 years of comparable experience (based on updated resume provided) + Step 3 (per 13.4.2 or the Unit II CBA) = MA +60, Step 9.

Human Resources / Executive Admin Review

CD Harmon-Higgins

05/28/2025

Superintendent Comments

Superintendent

Naomi Norman

05/30/2025

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
JOB DESCRIPTION**

Job Title: Early Intervention Teacher – 1.0 FTE (July – June)
Department: Early Childhood
Reports To: Supervisor, Early Intervention
FLSA Status: Exempt
Prepared By: Michelle Pogliano
Early Intervention Supervisor
Prepared Date: January 7, 2025
Approved By: Cassandra Harmon-Higgins Esq.
Executive Director of Human Resources & Legal Services
Approved Date: January 29, 2025

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Early Intervention Teacher evaluates children, birth through the age of three (3) years old for eligibility for Part C of the IDEA and Michigan Mandatory Special Education (MARSE). Provides direct specialized instruction for infants and toddlers with disabilities based on the Individual Family Service Plans.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Demonstrates a strong commitment to the educational and related needs of infants and toddlers.
- Supports WISD vision and mission to enhance achievement for all students.
- Demonstrates excellent customer service.
- Provides early intervention services utilizing a primary service provider model.
- Works as part of a multi-disciplinary evaluation team to determine eligibility for infants and toddlers.
- Serves as the Part C Service Coordinator for children on their caseload.
- Demonstrates a strong understanding of typical developmental patterns; as well as atypical patterns and is able to support caregivers in understanding the unique developmental/learning needs of their child.
- Works collaboratively with parents and providers utilizing a transdisciplinary approach to gain an understanding of the infant or toddler's development.
- Observes, assesses, and provides specialized instruction to infants and toddlers in the natural environment (home, community setting or childcare setting) to gain information and provide coaching and based on child and family needs.
- Works collaboratively with parents and staff in developing individual family service plans and outcomes.
- Conducts periodic and annual individualized family service plans using ongoing assessment.
- Works collaboratively with parents and staff in adapting daily routines and activity settings to meet each child's individual needs.
- Maintains accurate case records and documentation, meeting the requirements Part C of IDEA and MARSE rules.

- Connects families and childcare providers to recommended services.
- Documents each child's progress on a regular basis using assessment tools; monitoring through observations/evaluation and/or collecting data. Utilizes student progress data to improve instruction and service provisions.
- Instruct staff for the purpose of providing information on infant and toddler development, environmental accommodations and/or supports.
- Understands and intentionally uses formative assessment in the home to guide intervention.
- Collects, analyzes, and interprets various formal and informal assessments and evaluation strategies to evaluate and modify interventions to support the environment/activity setting.
- Provides services to students in ways that build upon individual strengths and offers students maximum opportunities to participate, access, and be independent in their own learning experience.
- Research resources and methods for the purpose of determining the appropriate evidence-based practices for addressing child's needs.
- Performs billing functions for Medicaid reimbursement.
- Participates in building and district level staff meetings, in-service activities, staff development/special programs, school improvement teams and planning committees as appropriate to the assignment.
- Provides flexibility within schedule to accommodate the needs of families, including some evenings and occasional weekend hours.
- Adheres to District policies and procedures as well as professional, ethical and legal standards of practice.
- Participates in building and district level professional development, maintains appropriate certification and qualifications, and keeps current in changing pedagogy.
- Protects the confidentiality of student records and releases personal data in accordance with state law and board policies.
- Keeps a safe and hazard free work environment.
- Exhibits emotional stability, exercises good judgment, and makes decisions in accordance with board policies and administrative guidelines, with minimum supervision.
- Works cooperatively and communicates with district and constituent district staff, students, and parents/guardians.
- Demonstrates collegiality and professionalism.
- Supports WISD's vision and mission to enhance achievement for all students.
- Supports a team-based approach to problem solving.
- Maintains regular predictable attendance.
- **OTHER RELATED DUTIES AS ASSIGNED.**

SUPERVISORY RESPONSIBILITIES:

- N/A

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations shall be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Possesses a minimum of an earned Bachelor's Degree in special education. Master's Degree preferred.
- Possesses a minimum of three years of satisfactory teaching experience, not less than two years of which was in teaching in a special education program.
- Possesses teaching experience with young children with disabilities. Experience with infants and toddlers with disabilities preferred.
- Experience working in a virtual online instructional setting.
- Possesses experience in assessment and evaluation.
- Possesses experience writing and implementing IFSPs preferred.

- Possesses knowledge and understanding of the teacher's role in a team environment.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Possesses a valid Michigan teacher's certificate with necessary endorsement(s) in cognitive impairment (SA), autism spectrum disorder (SV) or physical or otherwise health impaired (POHI) **and** early childhood (ZA or ZS).
- Willingness to pursue teacher consultant approval from the State of Michigan.
- Must meet NCLB and Michigan Department of Education highly qualified requirements.

LANGUAGE SKILLS:

- Demonstrates ability to orient parents, school staff and administrators to the unique needs of children 0-5.
- Demonstrates ability to design and implement educational programs appropriate for children 0-5.
- Demonstrates ability to explain and demonstrate appropriate teaching techniques.
- Demonstrates ability to read, analyze and interpret information including periodicals and professional journals.
- Demonstrates ability to effectively present information and respond to questions from groups of educators, students, and the general public.
- Demonstrates ability to write lesson plans, IEP's, and other related correspondence.
- Demonstrates ability to direct the activities of others to execute student IEP goals.

TECHNICAL SKILLS:

- Demonstrates ability to integrate technology into the everyday workflow is necessary.
- Demonstrates ability to utilize District technology and work to maintain proficiency, as required skill sets change with technology and/or the needs of the District.
- Demonstrates ability to use computer technology for research, data management, communications, and other instruction.
- Demonstrates ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communication mechanisms.
- Exhibits knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) is required.
- Demonstrates ability to use computer technology for research, data management, communications, and other instruction.

MATHEMATICAL SKILLS:

- Ability to apply the concepts of basic math, algebra and geometry consistent with the duties of this position.

REASONING ABILITY:

- Highly proficient in subject areas of: reasoning, problem solving, organizational dynamics and emotional intelligence.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

INTERPERSONAL SKILLS:

- Demonstrates ability to build rapport with others and to serve diverse publics.
- Demonstrates ability to take initiative; work well with others as a collaborative team member and exhibit good communication skills.
- Demonstrates ability to work effectively and collaboratively with other departments, agencies, and individuals.

- Demonstrates ability to work creatively and skillfully with students.
- Demonstrates initiative and understanding when working with students, staff, and parents/guardians.
- Possesses the skills and desire to work in a collaborative team with others.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds such as books and teaching material or when assisting in student interventions. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee is frequently required to interact with the public and other staff. The employee is directly responsible for the safety and well-being of students. The employee is exposed to infections at a greater risk than the average person. Occasionally the employee may be required to be outdoors for a short period of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This is a year-round (12 month) service position.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

This position is subject to terms, conditions, and calendar of the Master Agreement between the District and Unit II AFT Local 3760. Starting salary ranging (dependent upon years of comparable experience) from \$47,180 - \$101,817.

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It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic

information, sexual orientation or any legally protected characteristic, in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and Federal regulations.

New Position Recommendation

Position Title:	Early Childhood Specialist
FTE:	1
# of Workdays/Year:	230
Salary:	NA, EC Grade 4
Worksite:	
Bargaining Unit:	Non-Affiliated
Department:	Early Childhood

Washtenaw Intermediate School District Position Description

Job Title: Early Childhood Specialist (Preschool)
Department: Early Childhood
Reports to: Early Intervention, Supervisor
FLSA Status: Non-Exempt
Prepared By: Michelle Pogliano, Supervisor
Prepared Date: July 17, 2024
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director, HR Department and Legal Services
Approval Date: July 17, 2024

The WISD's Mission is to promote the continuous improvement of achievement for every student while providing high-quality service to our customers through leadership, innovation, and collaboration.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Early Childhood Specialist will support the Head Start Great Start Readiness Programs (GSRP) operated by local district and community partner sub-recipients. The Early Childhood Specialist will work to ensure the development and delivery of high-quality pre-kindergarten services and to support and coach classroom staff. The service area will include programs in local school districts and other community-based preschool partners within Washtenaw County.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Supports the WISD mission and vision to enhance achievement for all children.
- Develops productive relationships with other community partners in planning and development of coordinated early intervention and early childhood development services.
- Assists in developing, facilitating, and conducting local learning and awareness opportunities for school and agency personnel and community early childhood program partners.
- Attends scheduled staff, department and professional meetings.
- Participates in Michigan Department of Education and Head Start Technical Assistance sessions as needed.
- Facilitates and delivers appropriate preschool professional development strategies for local preschool classrooms.
- Completes necessary paperwork, documentation, narrative reports, correspondence and evaluation measures to assure all grant requirements are met in a professional and timely manner.
- Supports preschool joint recruitment in partnership with the GSRP and Head Start partners.
- Supports the GSRP/Head Start professional learning community to develop and share expertise in the area of early learning and to critically reflect with other Early Childhood Specialists in order to increase student achievement.
- Participates in the Parent Advisory and School Readiness Workgroups.

- Conducts the CLASS in assigned district and partner preschool classrooms to ensure implementation of quality curriculum and child outcome standards. Designs and implements CLASS Continuous Improvement plans for assigned partner classrooms, in collaboration with preschool teaching teams.
- Coach staff in the use of High Scope and Creative Curriculum along with the assessment systems that align with the curriculum.
- Participates in planning, organizing and facilitating the WISD annual Early Childhood Conference.
- Utilizes Classroom Coach, as necessary, to conduct regular classroom observations and provide observation/feedback including reports.
- Keeps coaching log to include classroom visits, meetings, communication, trainings, and other coaching opportunities.
- Provides support to programs on the implementation, data collection and follow-up on developmental screenings and social-emotional screenings.
- Provides support and assistance for Directors and Principals related to ChildPlus, reporting, monitoring, program quality, and goal setting.
- Gathers data on program quality and classroom quality, along with child outcome data and facilitates opportunities for conversations around data, quality improvement and program goals.
- Supports Preschool teachers in the collection, management, and assessment of child outcome data.
- Provides coaching using the Practice Based Coaching model to teaching teams as deemed necessary.
- Assists partner preschool programs with the development and facilitation of formal kindergarten transition strategies.
- Completes monthly monitoring of Head Start and Blended programs utilizing the ChildPlus Monitoring tool.
- Monitors sub-recipient staffing credentials developing compliance plans as needed.
- Maintains regular predictable attendance.
- **OTHER RELATED DUTIES MAY BE ASSIGNED.**

SUPERVISORY RESPONSIBILITIES:

- N/A

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Master's degree in Early Childhood or Child Development.
- Five (5) years or more of relevant/comparable job experience.
- Knowledge of the Early Childhood Standards of Quality for Pre-Kindergarten.
- Experience and training in the High Scope and/or Creative Curriculum preschool curricula.
- Knowledge of the High Scope COR and/or Teaching Strategies Gold child assessment.
- Experience in mentoring or coaching, strategic planning, data integration/analysis, community outreach and philanthropy.
- Leadership ability and cultural sensitivity to develop relationships between diverse populations and multiple agencies across the county.
- Prior experience working in community-based initiatives, as well as knowledge of the local early childhood community preferred.
- Excellent oral and written communication skills.
- Exceptional organizational, leadership and interpersonal skills.

CERTIFICATES, LICENSE, REGISTRATIONS:

- Valid driver's license required.

LANGUAGE SKILLS:

- Ability to work effectively and collaboratively with other departments, agencies and individuals.
- Ability to read, analyze and interpret periodicals and professional journals.
- Ability to write reports, business correspondence and procedure manuals.
- Ability to effectively present information and respond to questions from groups of educators, customers, and the general public.
- Ability to express self clearly, both orally and in writing.

TECHNICAL SKILLS:

- Demonstrated proficiency in the use of a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms such as email, conferencing, bulletin boards, etc.
- Excellent knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database and presentation software) and other technology to support efficient and effective office operation is required.
- Ability to read and interpret general business periodicals, professional journals, technical procedures, governmental regulations and forms.
- Ability to work in and utilize a variety of online data collection systems.
- Ability to integrate technology into the everyday workflow is necessary.
- Ability to implement new technologies.

MATHEMATICAL SKILLS:

- Ability to apply the concepts of math consistent with the duties of this position.

REASONING ABILITY:

- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Exhibit high level of professionalism with the ability to handle organizational dynamics, confidential information, use good judgment and problem solving, plan and handle complex projects and maintain a flexible attitude.
- Ability to define problems, collect data, establish facts and draw valid conclusions.

INTERPERSONAL SKILLS:

- Ability to work independently with management guidance.
- Possess excellent customer service and communication skills with a client-centered focus.
- Ability to build rapport with others and to serve diverse publics.
- Ability to take initiative, work well with others as a collaborative team member and exhibit good communication skills.
- Ability to work effectively and collaboratively with other departments, agencies and individuals.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk, see and hear. The employee is occasionally required to stoop, kneel, crouch, crawl and reach with hands and arms. The employee is continuously repeating the same hand, arm or finger motion many times. The employee must occasionally lift and/or move up to 35 pounds such as books and training materials. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. This position requires

the individual to travel and/or drive to various off-site locations. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

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FUNCTIONS OF POSITION DESCRIPTION:

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TERMS:

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New Position Recommendation

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Bargaining Unit:	Non-Affiliated
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Department: Early Childhood
Reports to: Early Intervention, Supervisor
FLSA Status: Non-Exempt
Prepared By: Michelle Pogliano, Supervisor
Prepared Date: July 17, 2024
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director, HR Department and Legal Services
Approval Date: July 17, 2024

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ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Supports the WISD mission and vision to enhance achievement for all children.
- Develops productive relationships with other community partners in planning and development of coordinated early intervention and early childhood development services.
- Assists in developing, facilitating, and conducting local learning and awareness opportunities for school and agency personnel and community early childhood program partners.
- Attends scheduled staff, department and professional meetings.
- Participates in Michigan Department of Education and Head Start Technical Assistance sessions as needed.
- Facilitates and delivers appropriate preschool professional development strategies for local preschool classrooms.
- Completes necessary paperwork, documentation, narrative reports, correspondence and evaluation measures to assure all grant requirements are met in a professional and timely manner.
- Supports preschool joint recruitment in partnership with the GSRP and Head Start partners.
- Supports the GSRP/Head Start professional learning community to develop and share expertise in the area of early learning and to critically reflect with other Early Childhood Specialists in order to increase student achievement.
- Participates in the Parent Advisory and School Readiness Workgroups.

- Conducts the CLASS in assigned district and partner preschool classrooms to ensure implementation of quality curriculum and child outcome standards. Designs and implements CLASS Continuous Improvement plans for assigned partner classrooms, in collaboration with preschool teaching teams.
- Coach staff in the use of High Scope and Creative Curriculum along with the assessment systems that align with the curriculum.
- Participates in planning, organizing and facilitating the WISD annual Early Childhood Conference.
- Utilizes Classroom Coach, as necessary, to conduct regular classroom observations and provide observation/feedback including reports.
- Keeps coaching log to include classroom visits, meetings, communication, trainings, and other coaching opportunities.
- Provides support to programs on the implementation, data collection and follow-up on developmental screenings and social-emotional screenings.
- Provides support and assistance for Directors and Principals related to ChildPlus, reporting, monitoring, program quality, and goal setting.
- Gathers data on program quality and classroom quality, along with child outcome data and facilitates opportunities for conversations around data, quality improvement and program goals.
- Supports Preschool teachers in the collection, management, and assessment of child outcome data.
- Provides coaching using the Practice Based Coaching model to teaching teams as deemed necessary.
- Assists partner preschool programs with the development and facilitation of formal kindergarten transition strategies.
- Completes monthly monitoring of Head Start and Blended programs utilizing the ChildPlus Monitoring tool.
- Monitors sub-recipient staffing credentials developing compliance plans as needed.
- Maintains regular predictable attendance.
- **OTHER RELATED DUTIES MAY BE ASSIGNED.**

SUPERVISORY RESPONSIBILITIES:

- N/A

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Master's degree in Early Childhood or Child Development.
- Five (5) years or more of relevant/comparable job experience.
- Knowledge of the Early Childhood Standards of Quality for Pre-Kindergarten.
- Experience and training in the High Scope and/or Creative Curriculum preschool curricula.
- Knowledge of the High Scope COR and/or Teaching Strategies Gold child assessment.
- Experience in mentoring or coaching, strategic planning, data integration/analysis, community outreach and philanthropy.
- Leadership ability and cultural sensitivity to develop relationships between diverse populations and multiple agencies across the county.
- Prior experience working in community-based initiatives, as well as knowledge of the local early childhood community preferred.
- Excellent oral and written communication skills.
- Exceptional organizational, leadership and interpersonal skills.

CERTIFICATES, LICENSE, REGISTRATIONS:

- Valid driver's license required.

LANGUAGE SKILLS:

- Ability to work effectively and collaboratively with other departments, agencies and individuals.
- Ability to read, analyze and interpret periodicals and professional journals.
- Ability to write reports, business correspondence and procedure manuals.
- Ability to effectively present information and respond to questions from groups of educators, customers, and the general public.
- Ability to express self clearly, both orally and in writing.

TECHNICAL SKILLS:

- Demonstrated proficiency in the use of a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms such as email, conferencing, bulletin boards, etc.
- Excellent knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database and presentation software) and other technology to support efficient and effective office operation is required.
- Ability to read and interpret general business periodicals, professional journals, technical procedures, governmental regulations and forms.
- Ability to work in and utilize a variety of online data collection systems.
- Ability to integrate technology into the everyday workflow is necessary.
- Ability to implement new technologies.

MATHEMATICAL SKILLS:

- Ability to apply the concepts of math consistent with the duties of this position.

REASONING ABILITY:

- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Exhibit high level of professionalism with the ability to handle organizational dynamics, confidential information, use good judgment and problem solving, plan and handle complex projects and maintain a flexible attitude.
- Ability to define problems, collect data, establish facts and draw valid conclusions.

INTERPERSONAL SKILLS:

- Ability to work independently with management guidance.
- Possess excellent customer service and communication skills with a client-centered focus.
- Ability to build rapport with others and to serve diverse publics.
- Ability to take initiative, work well with others as a collaborative team member and exhibit good communication skills.
- Ability to work effectively and collaboratively with other departments, agencies and individuals.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk, see and hear. The employee is occasionally required to stoop, kneel, crouch, crawl and reach with hands and arms. The employee is continuously repeating the same hand, arm or finger motion many times. The employee must occasionally lift and/or move up to 35 pounds such as books and training materials. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. This position requires

the individual to travel and/or drive to various off-site locations. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee may be required to be outdoors for periods of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary ranging (dependent upon experience) \$61,267 - \$75,314.

Washtenaw Intermediate School District is a drug-free workplace.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and Federal regulations.

New Position Recommendation

Position Title:	Good Start Consultant - School Social Worker
FTE:	1
# of Workdays/Year:	185
Salary:	Per the Unit II CBA
Worksite:	
Bargaining Unit:	Unit II
Department:	Early Childhood

****Position Titel updated to Good Start Social Worker - Approved by Naomi 5/30/25****

New Position Recommendation

Position Title:	Good Start Consultant - Early Childhood Special Education Teacher
FTE:	1
# of Workdays/Year:	185
Salary:	Per the Unit II CBA
Worksite:	
Bargaining Unit:	Unit II
Department:	Early Childhood

****Position Title updated to Good Start - Teacher - Approved by Naomi 5/30/2025****

New Position Recommendation

Position Title:	Wraparound Supervisor
FTE:	100
# of Workdays/Year:	210
Salary:	Per NA Manual
Worksite:	
Bargaining Unit:	Non-Affiliated
Department:	Administration

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
JOB DESCRIPTION**

Job Title: Wraparound Supervisor (Grant Funded) 210-days
Department: Community School Partnership
Reports To: Supervisor, Washtenaw County Youth Center
Prepared By: DarNesha Green
Assistant Director, Community & School Partnerships
Prepared Date: February 26, 2025
Approved By: Cassandra Harmon-Higgins Esq.
Executive Director of Human Resources and Legal Services
Approved Date: May 28, 2025

The WISD's Mission is to educate, serve, and advocate with students, families, schools and the community. We disrupt racial inequities, build just educational systems, and expand access for all learners. We value human potential while striving to support current and future generations of Washtenaw County to enrich as many lives as we possibly can.

The WISD's Vision is to be a leader in empowering, facilitating, and delivering high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

SUMMARY:

The Wraparound and Family Support Team Supervisor (General Education) is a grant funded position assigned to provide a multi-dimensional approach to management, supervision and leadership to a team of social work providers and interns. The position will provide service coordination activities, including case assignment and management, reflective supervision, evaluation to ensure fidelity to the integrative wraparound model, and other duties of a supervisory nature.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Serves as a professional team lead worker within the WISD general education clinical team.
- Provides proactive, behavioral, field- and office-based coaching and instruction to staff.
- Ensures fidelity to the integrative wraparound model.
- Provides consultation to community and school partners, as well as potential partners.
- Assists with coordination and participation in team consultation visits.
- Provides feedback on and recommendations of appropriate delivery of treatment modalities.
- Assists with orientation and coordination of trainings for new team members.
- Represents the agency to the community, other WISD departments, outside agencies, families of students, and other interested parties in such a way that an understanding of students' needs are fostered.
- Manages and provides oversight of service logging, billing, and reporting.
- Prepares and participates in the collection of data and information on services.
- Partners with others in creating new opportunities for students and their families to flourish within their school districts, various formal systems and communities.
- Enters data into required systems in a timely manner.
- Maintains databases.
- Prepares spreadsheets and reports.

- Solicits family and wraparound team feedback regarding whether wraparound guidelines are being followed.
- Uses feedback to improve delivery of services.
- Provides materials and consultant services to the parents and educational staff so they may better understand and appreciate the wraparound approach.
- Coaches and corrects staff behavior and practice patterns to increase fidelity to wraparound model.
- Works across departments and systems with peers and others to assure that all team members involved feel a sense of ownership and participation in the wraparound team.
- Works cooperatively and communicates with Districts and constituent district staff, students, and parents/guardians.
- Adheres to assigned Districts' health and safety rules, policies, and procedures.
- Supports WISD vision and mission to enhance achievement for all students.
- Supports a team-based approach to problem solving.
- Manages any conflict that may arise from diverse perspectives of staff, families, and/or wraparound community team.
- Facilitates respectful communication to identify shared goals and values.
- Maintains regular predictable attendance.
- **Other duties as assigned.**

SUPERVISORY RESPONSIBILITIES:

- N/A.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Alternative requirements that may be appropriate and acceptable to the Board of Education may be considered. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE:

- Minimum Master's Degree in social work is REQUIRED.
- Possesses two years clinical experience.
- Possesses a minimum of two years of wraparound facilitation experience required. Prior wraparound team supervisory experience preferred.
- Demonstrates a solid knowledge of core wraparound practices and ability to effectively communicate those practices to wraparound team and community partners.
- Demonstrates knowledge of common mental health conditions, substance abuse conditions, and mental health treatments/supports.
- Demonstrates knowledge and understanding of a clinician's role in a team environment.
- **Such alternatives to the above qualifications as the Board may find appropriate and acceptable.**

CERTIFICATES, LICENSES, REGISTRATIONS:

- State of Michigan Licensed Master's in Social Work (LMSW).
- Eligible for temporary or full approval as school clinician through the MDE.
- Possesses a valid license through the Michigan Dept. of Licensing and Regulatory Affairs.

LANGUAGE SKILLS:

- Demonstrates ability to work with elementary and secondary students.
- Demonstrates ability to read, analyze and interpret information including periodicals and professional journals.
- Demonstrates ability to prepare routine reports and correspondence.

- Demonstrates ability to effectively present information and respond to questions from groups of educators, parents, students, and the general public.

TECHNICAL SKILLS:

- Demonstrates ability to integrate technology into the everyday workflow is necessary.
- Demonstrates ability to utilize District technology and work to maintain proficiency, as required skill sets change with technology and/or the needs of the District.
- Demonstrates ability to use computer technology for research, data management, communications, and other instruction.
- Demonstrates ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communication mechanisms.
- Possesses knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) - required.
- Demonstrates ability to use computer technology for research, data management, communications, and other instruction.
- Demonstrates ability to select and administer appropriate assessment tools and interpret results of assessment.

MATHEMATICAL SKILLS:

- Demonstrates ability to apply the concepts of basic math, algebra, and geometry consistent with the duties of this position.

REASONING ABILITY:

- Exhibits a high proficiency in subject areas of reasoning, problem solving, organizational dynamics and emotional intelligence.
- Demonstrates ability to apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- Demonstrates ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Demonstrates ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

INTERPERSONAL SKILLS:

- Demonstrates ability to build rapport with others and to serve diverse publics.
- Exhibits ability to take initiative, work well with others as a collaborative team member and exhibit effective communication skills.
- Exhibits ability to work effectively and collaboratively with other departments, agencies, and individuals.
- Exhibits ability to work creatively and skillfully with students.
- Exhibits ability to demonstrate initiative and understanding in working with students, staff, and parents/guardians.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger, handle or feel objects, tools, or controls; reach with hands and arms; talk or hear; and taste or smell. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to 50 pounds such as books and teaching material or when assisting in student interventions. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work

irregular or extended work hours and meet multiple demands from multiple people. The ability to travel to other buildings is required.

ENVIRONMENTAL ADAPTABILITY:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee is frequently required to interact with the public and other staff. The employee is directly responsible for the safety and well-being of students. The employee is exposed to infections at a greater risk than the average person. Occasionally the employee may be required to be outdoors for a short period, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

The WISD is an equal opportunity employer, in compliance with the Americans with Disabilities Act. The District will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

TERMS:

Salary and other employment conditions to be established by the Board of Education as reflected in the Nonaffiliated Staff Manual. Starting salary ranging (dependent upon experience) \$91,327 – \$112,240.

Washtenaw Intermediate School District is a drug-free workplace.

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, color, religion, national origin, sex, disability, age, height, weight, familial status, marital status, genetic information, sexual orientation or any legally protected characteristic, in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and Federal regulations.

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Cassandra Harmon-Higgins, Esq. Executive Director of Human Resources

DATE: June 10, 2025

RE: Resignation Notification

Attached please find Anisa Isap's letter of resignation, effective August 1, 2025. Anisa has been employed with the WISD since March 2, 2022, first as the Medicaid Tech and most recently the Medicaid Specialist.

The Administration recommends that the Board accepts Anisa's letter of resignation. We wish her well in her future endeavors.

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

June 2, 2025

Holly McCue
Special Education Coordinator
Washtenaw Intermediate School District
1819 S Wagner Rd
Ann Arbor, MI 48106

Dear Holly,

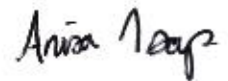
I am writing to formally resign from my position as Technical Specialist at the Washtenaw Intermediate School District, effective August 1st, 2025.

This decision was far from easy and took a lot of reflection. I want to express my sincere gratitude to everyone at the WISD for their support, encouragement, and for genuinely putting a smile on my face every day. It has been a pleasure working with all of you and I will always appreciate this community I was lucky to be a part of.

Over the next two months, I am fully prepared to ensure a smooth transition by updating all process guides related to the Medicaid School Services Program and resolving any outstanding matters. I am also happy to assist the training of my replacement.

Thank you again for the support and memorable experiences during my time at the ISD. I hope to stay in touch and will always be rooting hard for the WISD's continued success and the students you serve with such care and dedication.

Thank you,

A handwritten signature in black ink, appearing to read 'Anisa Isap', with a stylized flourish at the end.

Anisa Isap

DATE: June 3, 2025

TO: Washtenaw ISD Board of Education

CC: N. Norman, Superintendent; H. Heaviland, Executive Director, Community School Partnerships

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

SUBJECT: Support for proposal for 32p4 – home visiting re-competition.

WISD has been a recipient of 32p4, the Home Visiting expansion grant since its inception, in 2016. MiLEAP has for the first time opened the grant for re-competition. MiLEAP required the Great Start Collaboratives to conduct a community needs assessment and application for ISD's to compete for these funds. This memo is to inform you of our intent to apply for an increased grant and to ask for your support.

The community needs assessment by professionals and parents across the county and led by the Great Start Collaborative, supports a continued need for home visiting services with a focus on the eastern side of the county. For example, the data show that Black babies continue to be more likely to be born at low birthweight even when they are at full term and are 4 times more likely to die before their first birthday than White babies.

The 32p4 grant has supported the Early Head Start Program at WISD and the Parents and Teachers Program at SOS Community Services. These two programs are excellent companion programs. WISD's Early Head Start program provides services to families with children 0-3 and SOS Community Services program provides service to families with children 0-5 and allows for a broader family income. If funded fully the grant will be a 57% increase to \$386,741.

Thank you for your support for this application.

AUTHORITY: MCL 388.1632p
COMPLETION: Voluntary.
(Consideration for funding will not
be possible if form is not filed.)

Michigan Department of Lifelong
Education, Advancement, and Potential
OFFICE OF EARLY EDUCATION/DIVISION
OF EARLY LEARNING AND FAMILY
SUPPORTS

Direct questions regarding this
form to Brandi Fisher at
fisherb4@michigan.gov.

Competitive Grant Application for 2025-2026 Section 32p(4) Home Visiting

Applicant Organization	
Legal Name of Applicant	Washtenaw ISD
District Number	81
Street Address	1819 S. Wagner Rd.
City, State, Zip	Ann Arbor, MI 48103
County(ies)	Washtenaw
Phone	734-994-8100

Project Contact Person	
Name	Margy Long
Address	WISD, 1819 S. Wagner Rd.
City, State, Zip	Ann Arbor, MI 48103
E-mail Address	mlong@washtenawisd.org
Phone	734-994-8100 ext. 1277

TOTAL Section 32p(4) Funds Requested: \$386, 741

PLEASE PROVIDE THE INFORMATION REQUESTED USING THIS FORM ONLY.

ASSURANCES AND CERTIFICATIONS: By signing this assurances and certification statement, the applicant certifies that it will agree to perform all actions and support all intentions stated in the Assurances and Certifications on the attached pages and will comply with all state and federal regulations and requirements pertaining to this program. The applicant certifies further that the information submitted on this application is true and correct.

SIGNATURE OF AUTHORIZED OFFICIAL: 

TYPED NAME/TITLE: _____ Naomi Norman _____

DATE: _____ 5/22/25 _____

SUBMISSION INSTRUCTIONS: Completed applications must be emailed to MILEAP-FamilyServices@michigan.gov on or before 5 p.m., Friday, May 30, 2025.

**MICHIGAN DEPARTMENT OF LIFELONG EDUCATION, ADVANCEMENT, AND
POTENTIAL
OFFICE OF EARLY EDUCATION/DIVISION OF EARLY LEARNING AND FAMILY
SUPPORTS**

ASSURANCES AND CERTIFICATIONS

GRANT AWARD LIMITATIONS

State program grant allocations and awards are based on available legislative appropriations for specific grant programs. The state legislature has the prerogative to make changes in the state budget during the fiscal year. Final grant awards are contingent upon the Michigan Department of Lifelong Education, Advancement, and Potential (MiLEAP) receiving sufficient state funding to award grants under the program. Not all projects will be fully funded when the total of applicant funding requests exceeds available state funds.

ASSURANCE REGARDING SANCTIONS AGAINST IRAN-LINKED BUSINESSES

The applicant assures that, for any request for proposals or contract renewal for work performed under this grant, it will collect a certification from each bidder that the bidder is not an Iran-Linked Business. An Iran-linked business is not eligible to submit a bid on a request for proposal with a public entity. Recipients must comply with all conditions under P.A. 517 of 2012, "Iran Economic Sanction Act," April 1, 2013.

ASSURANCE CONCERNING MATERIALS DEVELOPED WITH FUNDS AWARDED UNDER THIS GRANT

The grantee assures that the following statement will be included on any publication or project materials developed with funds awarded under this program, including reports, films, brochures, posters, and flyers: "These materials were developed under a grant awarded by the Michigan Department of Lifelong Education, Advancement, and Potential."

CERTIFICATION REGARDING NONDISCRIMINATION UNDER FEDERAL AND STATE FUNDED PROGRAMS

The applicant hereby agrees that it will comply with all federal and Michigan laws and regulations prohibiting discrimination, and in accordance therewith, shall not discriminate against any person on the basis of religion, race, color, national origin or ancestry, age, sex, sexual orientation, gender identity or expression, height, weight, familial status, or marital status, exclude from participation in, deny the benefits of, or otherwise subject to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from a U.S. federal agency or MiLEAP. [Michigan Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), as amended by Public Act 6 of 2023; Title VI and Title VII of the Civil Rights Act of 1964 (45 U.S.C. 2000d through 2000d-4); Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683); Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)]

CERTIFICATION REGARDING TITLE II OF THE AMERICANS WITH DISABILITIES ACT (ADA), P.L. 101-336, STATE AND LOCAL GOVERNMENT SERVICES

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title II of the ADA covers programs, activities, and services of public entities. Title II requires that, "No qualified individual with a disability shall, by reason of such disability be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by such entity." In accordance with Title II ADA provisions, the applicant has conducted a review of its employment and program/service delivery processes and has developed solutions to correcting barriers identified in the review.

CERTIFICATION REGARDING TITLE III OF THE AMERICANS WITH DISABILITIES ACT (ADA), P.L. 101-336, PUBLIC ACCOMMODATIONS AND COMMERCIAL FACILITIES

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title III of the ADA covers public accommodations (private entities that affect commerce, such as museums, libraries, private schools, and child care centers) and only addresses existing facilities and readily achievable barrier removal. In accordance with Title III provisions, the applicant has taken the necessary action to ensure that individuals with a disability are provided full and equal access to the goods, services, facilities, privileges, advantages, or accommodations offered by the applicant. In addition, a Title III entity, upon receiving a grant from MiLEAP, is required to meet the higher standards (i.e., program accessibility standards) as set forth in Title III of the ADA for the program or service for which they receive a grant.

ASSURANCE REGARDING COMPLIANCE WITH GRANT PROGRAM REQUIREMENTS

Grantee agrees to comply with all applicable requirements of all state statutes, federal laws, executive orders, regulations, policies, and award conditions governing this program. Grantee understands and agrees that if it materially fails to comply with the terms and conditions of the grant award, MiLEAP may withhold funds otherwise due to the grantee from this grant program, any other federal grant programs or the State School Aid Act of 1979 as amended, until the grantee comes into compliance or the matter has been adjudicated and the amount disallowed has been recaptured (forfeited). MiLEAP may withhold up to 100 percent of any payment based on a monitoring finding, audit finding or pending final report.

SPECIFIC PROGRAM ASSURANCES

Grantee agrees to implement an evidence-based home visiting program based on the results of the locally coordinated, family-centered, evidence-based, data-driven home visit strategic plan in accordance with the legislation.

Grantee agrees to maintain and support the required staff for full implementation in accordance with the selected program model, to ensure fidelity to the model.

Grantee agrees to participate in the state designated Continuous Quality Improvement activities including monthly Michigan Home Visiting Initiative Community of Learning calls. Grantee agrees to designate and transfer funds to support these activities.

Grantee agrees to collect data utilizing the approved data system within the selected model, as well as creating a record for each enrolled child within the Michigan Student Data System.

Grantees implementing home visiting programs with Section 32p Grants funds will adhere to the terms and reporting requirements as outlined in Public Act 291 of 2012. Grantees agree to designate funds and submit child and family data to state approved data system.

Grantee agrees to take a systems approach to ensure program implementation is coordinated with the continuum of local home visit initiatives, including coordination with the local Maternal Infant Health Program (MIHP).

This project/program will not supplant nor duplicate an existing early childhood or family development program.

All information in this application is accurate and correct and has been reviewed by all partner organizations, if applicable.

The following provisions are also understood by the recipient of the grant:

1. Grant award is approved and is not assignable to a third party without specific approval.
2. Grantee agrees to have adequate on-going collaboration with local entities involved in shared leadership and the provision of providing services to children, birth to eight years and their families.
3. Funds shall be expended in conformity with budget. Line-item changes and other deviations from the budget submitted with this agreement must have prior approval from MiLEAP's Office of Early Education family services consultant.
4. MiLEAP is not liable for any costs incurred by the grantee prior to the issuance of the grant award.
5. Payments made under the provision of this grant are subject to audit by the grantor.
6. Grantee agrees not to expend any funds awarded under this grant until all prior years' carryover funds have been exhausted.
7. Grantee agrees to return to MiLEAP no later than September 30, 2027, any 2025-2026 Section 32p4 funds not expended as of June 30, 2027.

**FY26 Section 32p(4) Home Visiting Grant
STATEMENT OF COLLABORATION**

Our Intermediate School District (ISD) and Great Start Collaborative (GSC), in collaboration, have reviewed and support the submission of the FY26 Section 32p(4) Home Visitation Grant application.

Name of the ISD: _____ Washtenaw _____

Name of the GSC: _____ Success by 6 Great Start Collaborative _____

County/Countries Served: _____ Washtenaw _____

Printed name of ISD Superintendent: _____ Naomi Norman _____

Signature of ISD Superintendent: _____  _____

Date: _____ 5/29/25 _____

Printed Name of GSC Coordinator: _____ Margy Long _____

Signature of GSC Coordinator: _____  _____

Date: _____ 5/29/25 _____

**FY26 Section 32p(4) Home Visiting Grant
PROJECT NARRATIVE**

The project narrative must include the following items:

- Describe the process the grantee has used or will use to implement the home visitation program(s) based on the completion of the Evaluation and Planning Tool.
- Provide information on how the selected program will meet the expectations of the legislation and your community.
- Provide information on past budget expenditures and carryover (current grantees that utilized 32p(4) funding).
- Provide information on key personnel designated to oversee and/or ensure implementation of the program.
- Describe how the grantee intends to support the selected model in future years (sustainability).
- Any additional information to support receiving home visiting funding.

FY26 Section 32p(4) Home Visiting Application Submission Checklist

Applicant: _____ Washtenaw ISD _____

Applicant's Contact Person: _____ Margy Long _____

Contact Person's Email: _____ mlong@washtenawisd.org _____

- ☒ Application Cover sheet, including the certifications and assurances, signed by the ISD superintendent
- ☒ Statement of Collaboration with all required signatures
- ☒ Project Narrative in a font no smaller than 11 point and no more than 4 pages in length
- ☒ Completed Exploration and Planning Tool
- ☒ Budget Workbook, with both Budget Summary and Budget Detail tabs completed, and signed by the ISD's business official

SUBMIT THIS FORM WITH THE COMPLETED APPLICATION. ONLY THOSE APPLICANTS SUBMITTING ALL OF THE REQUIRED ELEMENTS WILL BE ELIGIBLE FOR CONSIDERATION.

Completed application and required documents received by MiLEAP:

Staff initials: ML Date: 5/30/25

DATE: June 3, 2025

TO: Washtenaw ISD Board of Education

CC: N. Norman, Superintendent; H. Heaviland, Executive Director, Community School Partnerships

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

SUBJECT: Home Visiting Expansion Grant Contract amendment with SOS Community Services

Earlier in this fiscal year, the WISD Board of Education approved a contract with SOS Community Services for home visiting services. The approved original contract continued to support the SOS home visiting program, from July 1, 2024-June 30, 2025. This request is for the Board to amend the contract to extend the contract time to June 30, 2026, and add the FY25 state appropriated funds.

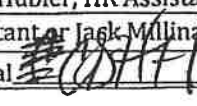
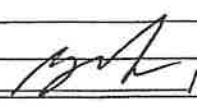
WISD was awarded the Early Childhood programming grants FY25 as part of 32p and 32p4. As in previous grant cycles, the funds will support the Early Head Start Program at WISD and the Parents and Teachers Program at SOS Community Services. These two programs are excellent companion programs. WISD's Early Head Start program provides services to families with children 0-3 and SOS Community Services program provides service to families with children 0-5 and allows for a broader family income.

The attached contract amendment with SOS Community Services allows SOS to continue the home visiting work with 1.0 FTE Home Visitor and the additional funds needed for training, travel, and materials to support a home visiting staff person.

I am requesting the amendment of the SOS contract to include the MiLEAP FY25 appropriate funds for their home visiting work.

AUTHORIZATION FOR COMPANY CONTRACT

	is authorized to issue the attached contract with
(WISD Staff) Margy Long	
(Contractor – Please Print) SOS Community Services	
Person(s) providing services for Contractor	
ACCOUNT #	AMOUNT
1. 11.1445.8510.991.3434.00000.0000	\$49,000
2.	\$
ACCOUNT NAME: Subgrantee Flow Through Distribution	
TOTAL \$49,000	Contract Dates: 7/1/24-6/30/25
Contact Name: Rhonda Weathers	
Address: 101 S. Huron St., Ypsilanti, MI 48197	
Phone: 734-485-8730	Fax:
E-mail: RhondaW@soscs.org	

Contractor Checklist	
<i>Complete & Submit the following, when applicable, with the contract.</i>	
Board Approved 10/15/24	
Contract:	Original to the Human Resources Department (Nicole Hubler, HR Assistant)
Contract:	Copy to the Business Office (Vanessa Horning, Accountant or Jack Millina, Accountant)
✓ CHRI on File in HR	C. Harmon-Higgins, Exec Director of HR & Legal  /Date: 10/15/24
Location of Assignment:	
REP Information Form:	
✓ Proof of Public Liability Insurance:	Brian Marcel, Asst. Supt.  /Date: 10/14/24
W-9 (if required)	
Contract prepared by:	Margy Long (WISD Staff Name)

Superintendent's Signature:  Date: 10/15/2024



**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT - COMPANY**

This agreement is made this first day of July, 2024 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and SOS Community Services hereinafter referred to as Contractor.

It is the intention of the parties hereto to enter into an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

SECTION I – SCOPE OF SERVICES

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than July 1, 2024. Once this contract is implemented, the ending date for providing services shall be June 30, 2025.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:
 - Provide at least a .5 FTE, Parents as Teacher trained and certified Home Visitor providing services to a case load of 6-24 (depending on visit frequency) eligible families. Recruitment of families must be in keeping with the priorities outlined in Exploration and Planning Tool, submitted with the grant, which assessed the needs of families in Washtenaw County.
 - Provide information about the length and frequency of visits.
 - Provide supervision by a certified Parents as Teacher educator to the certified Home Visitor.
 - Ensure that the program implementation is coordinated with the continuum of local home visiting initiatives.
 - Provide participation in the Parents as Teachers prenatal through kindergarten foundational and model training for the Home Visitor.
 - Maintain affiliate status/accreditation as outlined by Parents as Teachers and implement the PAT curriculum and model with fidelity.
 - Provide the Home Visitor with reimbursement for mileage with the maximum reimbursement rate based on the Federal mileage rate of .67/mile.
 - Ensure that the Home Visitor supported by this contract attends that Michigan Home Visiting Initiative Conference in summer 2025.
 - Provide supplies and materials needed for the Group Connections meetings as well as home visiting supplies for parent education.
 - Ensure that the home visitor participates in reflective supervision 1 hour per month for the duration of this grant.
 - Provide the appropriate Creative Curriculum for use by the home visitor with families.
 - Ensure participation in a Learning Community and CQI project provided by MPHIL.
 - Provide child and family data as required by the Section 32p grant for children served. Data for children funded through other sources cannot be included in this report.
3. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.

4. Prior to any work being completed on WISD grounds, individuals working for the Contractor may be required to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A**. The Contractor will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).
5. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

SECTION II -COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$49,000** including all related expenses, including travel expenses outlined in Section III.
2. The above consideration for the Contractor's services is based on the time reasonably expended by the Contractor to complete the tasks herein above described in Section I and is based on a rate of **\$ 4083.33 per month** of time expended.
3. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
4. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
5. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
6. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
7. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
8. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
9. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
10. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

¹ Verified via the government System for Award Management (SAM) website; <https://www.sam.gov/portal/SAM/#1>

SECTION III – OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.
2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
 - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
 - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
 - iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.
4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

SECTION IV – INSURANCE COVERAGE

In the event that the Contractor uses motor vehicles in the course of performing the services above described, the Contractor shall provide to WISD proof of public liability insurance and property damage insurance in such sums as shall be deemed appropriate by WISD.

The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

- 1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;
- 2.) Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

The Contractor understands that WISD's liability insurance policies may not afford any coverage for any work associated with this contract. Therefore, the Contractor agrees to hold WISD harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. The Contractor shall obtain and provide proof of public liability insurance in such sums as shall be deemed appropriate by WISD unless specific written exemption is provided by the Assistant Superintendent, Business Services. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

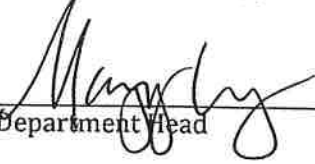
SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on _____ 20__


Contractor (Company)

DATE 8/9/2024


Department Head

DATE 8/13/24


Washtenaw Intermediate School District

DATE 10/15/24

Washtenaw Intermediate School District

DATE _____

Washtenaw Intermediate School District

DATE _____

**LISTING OF ALL EMPLOYEES OF THE CONTRACTOR
WORKING ON WISD GROUNDS**

Full Name (Last, First, Middle)

Job Title/Position/Responsibility

1. Loveisa Brown

Home Visitor/Parent Educator

2.

3.

4.

5.

6.

7.

8.

9.

10.

Use additional sheet(s) if necessary

REGISTRY OF EDUCATIONAL PERSONNEL

CONTRACTOR'S INFORMATION

Full Name: Brown Lovisa Date: 8/9/24
Last First M.I.

Date of Hire: 01/29/2024 Social Security No.: 384-80-7925 Date of Birth: 9/5/68

Gender: F Ethnicity: Black

CONTRACT INFORMATION

Start Date: _____ End Date: _____ Expires On: _____

Contracted Position: _____ Contract \$ Amount: _____

Have you previously been contracted by the WISD: ☐ Yes ☒ No

CREDENTIAL INFORMATION

Credential/License #: _____ Type of Credential/License: _____

Date issued: _____ Expiration Date: _____

Highest Level Education: Associates Degree Completed

School Assignment Data (HR USE ONLY)

School Code: _____ Educational Setting: _____

Assignment: _____ FTE: _____ Function Code: _____

Full Time Base Salary: _____ Hourly Wage: _____

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 8331 Norman Center Dr, Suite 500 Bloomington, MN 55437 855 491-0974	CONTACT NAME: Tina Rimbey		
	PHONE (A/C, No, Ext): -	FAX (A/C, No):	
	E-MAIL ADDRESS: kristine.rimbey@usi.com		
INSURED SOS Community Services 101 S. Huron Street Ypsilanti, MI 48197	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Great American Insurance Company of NY		22136
	INSURER B: Great American Alliance Insurance Co.		26832
	INSURER C: Accident Fund Ins Company of America		10166
	INSURER D: Great American Insurance Company		16691
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	MAC048128510	03/31/2023	03/31/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COM/OP AGG \$3,000,000 \$
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CAP048128610	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		UMB048128710	03/31/2023	03/31/2024	EACH OCCURRENCE \$1,000,000 AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WCP100024528	04/30/2023	04/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cert holder is loss payee/lessee for the following copiers: A4T568193 - Xerox360; XL1403257 - Xerox6600; C7X273299 - Xerox3655; 4HXSa414 - XeroxC4C5; A2T029347 - Xerox3615; C7X273298 - Xerox3655; C7X279228 - Xerox3655; A2M744206 - Xerox5955

CERTIFICATE HOLDER

CANCELLATION

XEROX FINANCIAL SERVICES LLC
201 Merritt 7
Norwalk, CT 06851

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



Client#: 1581215

SOSCOM

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/13/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER USI Insurance Services, LLC 8331 Norman Center Dr, Suite 500 Bloomington, MN 55437 855 491-0974		CONTACT NAME: Tina Rimbey PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: tina.rimbey@usi.com															
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COVERAGES

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D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CAP048128610	03/31/2024	03/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

CANCELLATION

SOS Community Services
 Insured's Copy
 For Informational Purposes Only 101 S. Huron Str
 Ypsilanti, MI 48197

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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ACORD 25 (2016/03) 1 of 1
 #S45861070/M44415263

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KZRB2

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Heather Holshoe, Coordinator of Math/Science & Amy Olmstead-Brayton
Supervisor of Instruction

DATE: June 2, 2025

RE: Contract for Services and Purchase of Materials with Science Interactive/StarLab

I recommend that the WISD Board of Education authorize approval of the contract with Science Interactive/StarLab for a cost not to exceed \$41,020.00.

The WISD has older models of the STAR LAB that are currently impossible for educators to continue using due to outdated technology (bulbs, canisters, etc.) along with the cumbersome size and weight of the pieces. Over 1000 students have used the StarLab in the 2024-25 school year from 4 different school districts in the county, before it had to be taken out of rotation. Providing the opportunity for upgraded technology and easy to transport pieces will be key to getting this experience to even more students across the county. The purchase of a new StarLab is a critical investment in providing students with engaging, modern, and equitable access to high-quality STEAM learning experiences. This upgrade will ensure the StarLab continues to inspire curiosity, foster hands-on learning, and support the Washtenaw ISD's mission to lead with innovation and prepare students for success in a rapidly evolving world. Science Interactive will provide a 2-hour virtual courses at a cost of \$400.00 and \$40,100.00 in supplies. Shipping and Handling will cost \$520.00.

These funds will impact the general fund in the amount of \$41,020.00 and would come from the Achievement Initiatives team budget.

The STAR LAB (Science, Technology, and Arts Resource Laboratory) is a program within the Washtenaw Intermediate School District (WISD) that aligns closely with the district's mission and vision. The STAR LAB program offers hands-on learning experiences in science, technology, engineering, arts, and mathematics (STEAM). This initiative fosters innovation and collaboration among students and educators, aligning with WISD's commitment to continuous improvement and high-quality service. Additionally, STAR LAB's emphasis on equitable access to STEAM education reflects WISD's dedication to providing an inclusive and holistic educational experience for all students. STAR LAB contributes to WISD's mission and vision by promoting innovation, collaboration, and equity in education, particularly in the STEAM disciplines.

Cc: Dr. Jennifer Banks, Director of Instructio



WASHTENAW INTERMEDIATE SCHOOL DISTRICT CONTRACTED SERVICES AGREEMENT - COMPANY

This agreement is made this 1st day of June, 2025, by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Science Interactive Group hereinafter referred to as Contractor.

It is the intention of the parties hereto to enter into an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

SECTION I – SCOPE OF SERVICES

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than June 1, 2025. Once this contract is implemented, the ending date for providing services shall be June 30, 2025.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Duty 1: Provide a virtual 2-hour StarLab training before June 30, 2025. (\$400.00)

Duty 2: Provide the following StarLab supplies: Digital Starlab 5m Dome with Blower (\$9,100.00), Satori Scout Space Package with PC (\$31,000.00), Digital Cylinder – Bundle of 5 (\$4,250.00), plus shipping & handling (\$520.00)
3. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.
4. Prior to any work being completed on WISD grounds, individuals working for the Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A**. The Contractor will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).
5. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

SECTION II -COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$41,020.00** including all related expenses, including travel expenses outlined in Section III.
2. The above consideration for the Contractor's services is based on the time reasonably expended by the Contractor to complete the tasks herein above described in Section I and is based on a rate of **\$200.00 per hour** of time expended.
3. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
4. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
5. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
6. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
7. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
8. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
9. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
10. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

¹ Verified via the government System for Award Management (SAM) website; <https://www.sam.gov/portal/SAM/#1>

SECTION III – OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.
2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
 - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
 - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
 - iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.
4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

SECTION IV – INSURANCE COVERAGE

In the event that the Contractor uses motor vehicles in the course of performing the services above described, the Contractor shall provide to WISD proof of public liability insurance and property damage insurance in such sums as shall be deemed appropriate by WISD.

The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

- 1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;
- 2.) Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

The Contractor understands that WISD's liability insurance policies may not afford any coverage for any work associated with this contract. Therefore, the Contractor agrees to hold WISD harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. The Contractor shall obtain and provide proof of public liability insurance in such sums as shall be deemed appropriate by WISD unless specific written exemption is provided by the Assistant Superintendent, Business Services. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on June 1, 2025:

Contractor (Company)

DATE _____

Department Head – Dr. Jennifer Banks

DATE _____

Math/Science Coordinator – Heather Holshoe

DATE _____

WISD Superintendent – Naomi Norman

DATE _____

MEMORANDUM

DATE: 06/03/2025

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Tyler LaTendresse, Assistant Director, Technology and Data Services

RE: Ethernet Cabling Installation for Bridge Team's New Location

The administration recommends that the WISD Board of Education authorize the administration to approve a proposal with RC Telecom, LLC for the installation of low voltage ethernet cabling at the Bridge Team's new location at 4870 Clark Road, Ypsilanti, for an amount not to exceed \$13,113.72.

On May 12, 2025, a request for proposals (RFP) was issued for ethernet cabling installation in suites 4 and 5 of 4870 Clark Rd, Ypsilanti. Submissions were due on May 30, 2025. WISD received competitive proposals from a total of nine companies. Each proposal was thoroughly reviewed to ensure that the pricing and services were based on our specified requirements.

All proposals were evaluated and scored on a weighted scale on their cost, described relevant experience, technical approach and understanding of the project, and proposal completeness. Following the scoring, RC Telecom, LLC scored the highest with a score of 89, followed by SSD Cabling & Cameras, LLC with a score of 81. Between the two, RC Telecom had a lower price at \$11,921.56. The recommendation also includes 10% contingency funds in the amount of \$1,192.16.

RC Telecom submitted a complete proposal, and a reference check provided extremely positive feedback. RC Telecom is also a South-East Michigan based small business that has been in operation for more than five years. Given this information, we feel confident recommending RC Telecom, LLC for the ethernet cabling installation work. A copy of the bid evaluation sheet is also attached for your reference and use.

BID EVALUATION WORKSHEET
FY24: 2024-2025

District Name:

Washtenaw ISD

Bid Opening Date: 5/30/2025

Service Description: Ethernet Cabling for Clark Rd Location

Evaluation Factors	Factor %Weight*	Service Provider		Service Provider		Service Provider		Service Provider		Service Provider		Service Provider		Service Provider		Service Provider		Service Provider	
		System Operations Solutions		RC Telecom		Creek Enterprises		National Systems Installers		SSD Cabling & Cameras, LLC		Professional Cabling Solutions		Security Countermeasures &		Division 27		Baily Telecommunications,	
		Rating**	Weight***	Rating**	Weight***	Rating**	Weight***	Rating**	Weight***	Rating**	Weight***	Rating**	Weight***	Rating**	Weight***	Rating**	Weight***	Rating**	Weight***
Cost Proposal	40	5	40.00	5	40.00	1	8.00	5	40.00	4	32.00	1	8.00	1	1.60	4	32.00	4	25.60
Relevant Experience	25	3	15.00	5	25.00	5	25.00	1	5.00	5	25.00	3	15.00	3	15.00	5	5.00	3	15.00
Technical Approach & Understanding	20	2	8.00	3	12.00	1	4.00	1	4.00	3	12.00	1	2.40	1	0.80	3	2.40	1	2.40
Proposal Completeness	15	3	9.00	4	12.00	3	9.00	2	6.00	4	12.00	2	4.80	3	5.40	4	4.80	3	7.20
Other (specify)	0		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
Other (specify)	0		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
Other (specify)	0		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
Other (specify)	0		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
Other (specify)	0		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
Other (specify)	0		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
Other (specify)	0		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00
Other (specify)	0		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00		0.00

Total Ratings: 100**** 72 89 46 55 81 30 23 44 50

Selected Service Provider: RC Telecom
 Approved by: Tyler LaTendresse
 Title: Assistant Director, Tech & Data Services
 Date: 6/2/2025

Comments:

*Factor %Weight=Weight of each factor where Price is the heaviest weight
 **Service Provider Rating: 1=Poor 2=Fair 3=Good 4=Better 5=Best
 ***Service Provider Weight=(Factor %Weight) x (Service Provider Rating) x (.2)
 ****Total Factor %Weight must=100%

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Tanner Rowe, Director of Operations

DATE: June 4, 2025

SUBJECT: Red Oak – Janitorial Services

The administration recommends that the WISD Board of Education authorize the administration to approve a contract with Facilities 360 for the janitorial services at Red Oak as outline in the proposal request for a two (2) year contract not to exceed \$200,524.

In May of 2025 multiple proposals were received for the janitorial services at Red Oak. Services include a day porter, evening cleaning, and restorative cleaning services. We received a total of three (3) proposals. Among the proposals received was Facilities 360.

Facilities 360 gave the most competitive rates, and they were the only vendor that was capable of providing restorative cleaning services during our outlined time frame for this current summer of 2025. Additionally, WISD has worked with Facilities 360 in the past for restorative cleaning services at our young adult out centers and historically we have received excellent service.

Considering our history with this company, their pricing, and their ability to meet our cleaning deadlines, we recommend a two-year contract with Facilities 360 to provide janitorial services at Red Oak. We feel that their services will maintain the cleaning expectation of WISD. For the 2025-2026 fiscal year, services will cost \$98,780 and the cost will increase 3% annually to a cost of \$101,744 for the 2026-2027 fiscal year.



JANITORIAL SERVICES CONTRACT



RED OAK

850 Red Oak Rd.

JANITORIAL SERVICES CONTRACT

This Contract is entered in to between Facilities360, LLC/d/a 2750 Carpenter Road Ann Arbor Michigan 48108 and (WISD) The purpose of this Contracts to secure the Janitorial Services of Facilities360 (listed in Appendix A, attached), at the Client location(s), (also listed in Appendix A), in exchange for the compensation set forth below. (The effective date)

Period of Performance: The period of performance of Janitorial Services set forth in Appendix From (June 9th 2025 - June 25th 202) , automatically renewable annually, up to(2 years). Annual extensions of this Contract shall be subject to same mutual agreement of the Parties (Facilities360 and Red Oak (Client) as specified in this Contract, with only modification being (3% increase or each year

1. **Compensation:** Client shall pay Facilities360 the amount of \$ 7689.20 per month for Janitorial Labor Services at the Client location(s), (listed in Appendix A), it being the intent of the Parties that those services shall be rendered 5 Days A Week, during the Period of Performance. Monthly total includes labor only. Restorative cleaning once a year June9th -June 25th \$ 6508.06

2. **Additions or Deletions:** Client may, by written change notice, add or delete facilities, areas or service requirements of this Contract. Such changes will be negotiated on the basis of a prorated price consistent with the Compensation set forth in paragraph 2, above.

3. **Payments:** Payments will be made by Client to Facilities360 upon receipt of invoices submitted by Facilities360 Payments will be considered timely if made by the Client within 14 days of the issuance of each invoice by Facilities360. Timely payment is a condition of continued performance by Facilities360 under this Contract, and failure to pay timely by Client will be considered a material breach of this Contract by Client.

4. **Supervision/Employees:** Facilities360 will perform all work under this Contract with Facilities360 employees, under supervision by Facilities360 personnel. Facilities360 will prohibit its employees from disturbing papers on desks, opening desk drawers or cabinets, using Client's telephones, computers or other Client office equipment while providing the services set forth in Appendix A. Facilities360 will direct its employees to lock exterior doors to Client facilities where the Services are being rendered during the times when such Services are rendered, and upon departure of Facilities360 employees from those facilities. After each rendition of Janitorial Services, Facilities360 employees shall leave lighting in the facility off or on as Client directs, and shall lock such inside doors, outside doors and windows as Client directs.

5. Facilities360 Responsibilities:

- a) Facilities360 shall perform the services set forth in Appendix A, at the facilities listed in Appendix A, in a professional and workman-like manner, utilizing all due diligence and reasonable care.
- b) Facilities360 will abide by the security measures required by the Client for the maintenance of secure premises at each facility where Facilities360 employees are engaged.
- c) Facilities360 will designate a contact person at Facilities360 for the purpose of taking information about the Services rendered, including complaints, changes, or inquiries from the Client. Changes in contact persons must be timely updated, as circumstances require.
- d) Facilities360 will timely respond to each complaint or change for which it receives notice from the Client.
- e) Facilities360 will timely respond to and/or cure any alleged defects in its performance, where such alleged defects are brought to its attention by the Client within a reasonable time, and where a cure is reasonably warranted. A timely cure means that the cure is initiated and completed within a reasonable time not longer than 7 business days, unless the Parties agree to, or the circumstances warrant, a longer period. An attempt to cure an alleged defect shall not constitute an admission by a party that there was in fact a defect in performance, nor will it be offered as evidence that there was in fact a defect in performance.
- f) Neither Facilities360 nor any employee of Facilities360 shall undertake work at the subject facilities that is not expressly authorized by this Contract.

6. Client Responsibilities:

- a) Client must timely pay Facilities360 invoices.
- b) Client must advise Facilities360 before Facilities360 commences performance under this Contract of all security measures it requires at the facilities identified in Appendix A.
- c) Client must identify a contact person employed by Client for each facility where the Services are to be performed by Facilities360. This contact information should include name, address of the facility where the contact works, telephone number (cell and office, if possible) and e mail address. Changes in contact persons must be regularly and timely updated, as circumstances require.
- d) Client must provide keys, access cards or other means of allowing access to Facilities360 for the purpose of allowing Facilities360 employees to perform the Services set forth in Appendix A. No duplicate keys or access cards shall be made by Facilities360 from the keys and access cards provided by Client.

- e) Client must advise Facilities360 in advance of any extra ordinary Janitorial Service issues beyond those contemplated in the Services addressed in Appendix A. If extraordinary Janitorial Service efforts are required to address such circumstances, Facilities360 retains the right to surcharge Client for same at an agreed-up on price.
- f) Client must specify its requirements for lighting and locking of inside and outside doors writing to Facilities360 before the commencement of Facilities360 performance under this Contract.
- g) Client will timely provide Facilities360 designated contact(s) with notice of any alleged defects in Facilities360 performance under this Contract, and any complaints, inquiries, or conditions that pertain to the Services rendered by Facilities360. Client will allow Facilities360 a reasonable time in which to respond and/or cure any alleged defects or problems in the Services of which Client has given Facilities360 notice. Client agrees that an attempt by Facilities360 to cure an alleged defect shall not constitute an admission by a party that there was in fact a defect in performance, nor will it be offered as evidence that there was in fact a defect in performance.

7. Equipment and Supplies:

- a) Unless otherwise specified in Appendix A, Facilities360 will not secure the supplies necessary to the performance of the Services and will invoice the Client for labor only. Client agrees to pay Facilities360 for the labor as set forth in Appendix A.
- b) Facilities360 shall supply labor necessary to the performance of the Services set forth in Appendix A. Upon termination of this Contract, Facilities360 shall be allowed to remove any Facilities360 equipment and tools in a timely fashion. Client shall be responsible for any theft or destruction of such tools or equipment unless same is caused by Facilities360 directly.

8. Non-Solicitation Agreement: Client agrees that during the term of its contract with or engagement by Facilities360, and for a period of two years from the termination of this contractor

engagement for any reason, Client will not, in any way, directly or indirectly, solicit, induce, influence, or attempt to solicit, induce, or influence any supervisors, managers, employees or former employees of Facilities360 to become employees or contractors of Client directly, (as apart from any contract with Facilities360) so that these supervisors, managers, employees or former employees may provide, or in fact do provide, the same or similar services provided by Facilities360 to Client.

Further, Client agrees that it will not, in any manner, directly or indirectly, solicit, induce, influence, or attempt to solicit, induce, or influence any manager, supervisor, or employee of Facilities360 to resign from or quit their employment or engagement with Facilities360, or to discontinue,

reduce or modify the extent of their relationship with Facilities360.

9. Liability, Indemnification and Insurance:

a) Facilities360 shall be responsible for any property damage, bodily injuries or other losses to Client or its employees resulting from the acts or omissions of Facilities360 or its employees. Client shall be responsible for any property damage, bodily injuries or other losses sustained by Facilities360 or its employees resulting from the acts or omissions of Client or its employees or contractors (other than Facilities360 employees).

b) Facilities360 will indemnify the Client and its employees from all claims, suits or other proceedings for any alleged property damage, bodily injuries or other losses resulting from the acts or omissions of Facilities360 or its employees at the facilities listed in Appendix A. Client will indemnify Facilities360 and its employees from any claims, suits or other proceedings for any alleged property damage, bodily injury or other losses resulting from the acts or omissions of Client or its employees or contractors (other than Facilities360 employees) at the facilities listed in Appendix A, attached.

c) Each Party to this Contract shall maintain commercial general liability insurance with a combined single limit of \$2,000,000 (two million dollars) written on a per-occurrence basis covering bodily injury, property damage, contractual liability, personal injury, independent contractors, broad form property damage and completed operations. Additionally, Facilities360 will maintain Worker's Compensation Liability Insurance in an amount that will fully comply with the laws of the State of Michigan and which shall indemnify, insure and provide a legal defense for any entity deemed an employer of Facilities360 employees assigned to the Client's facilities as listed on Appendix A to perform the services listed in attached Appendix. These policies will provide primary coverage to their insureds. The Parties hereby agree to provide one another with their certificates of insurance for these coverage forms before the commencement date of this Contract.

10. Termination of Contract:

a) The Parties may terminate this Contract at any time by written agreement, under such terms as they may agree. In the absence of such an agreement, either Party may, but only for good cause and upon written notice, terminate this Contract before its expiration date. This can only be terminated after a cure period. "Good Cause" shall include, but is not limited to, any significant breach of this Contract,

(including but not limited to the failure to pay compensation as set forth in par. 2), or such wrongful or unlawful acts as may render the continued performance of the terminating Party unreasonable. (A "significant breach" will be any breach that makes the continued performance of the non-breaching party unreasonable).

b) Before issuing notice of termination, a Party must afford the other, (i.e., the party alleged to

be in breach), the opportunity to cure as addressed in paragraphs 6 and 7 of this Contract. If the cure is insufficient, only then shall a party be allowed to terminate the Contract under this paragraph.

Upon the issuance of written notice of termination for cause, all work in performance of the Services shall cease immediately, (except for efforts to effect a cure of any alleged defects in performance, or as otherwise agreed by the Parties), and no further orders for materials, goods, equipment, supplies or tools for use at Client facilities shall be placed. Client will remain responsible for payment of invoices for satisfactory work completed by Facilities360 up to and including the date of the written notice of termination and the completion of any attempts to cure alleged defects in performance. If Facilities360 is the terminating party, it shall complete all Services provided for in this Contract up to and including the date of its written notice of termination to the Client. Upon termination of the Contract for good cause, both Parties shall retain all rights to which they are entitled under applicable law, subject to the provisions of par. 12, below.

11. **Remedies:** If a reasonable attempt to secure a cure in defective performance is unsuccessful, the Parties retain their right under applicable law to seek such remedies as they may choose. However, it is agreed that any enforcement of this Contract, and any disputes arising under this Contract, will be governed by the laws of the State of Michigan. It is further agreed that any law suit for matters arising out of this Contract shall be brought in the Circuit Court for the County of Washtenaw, State of Michigan, to the personal jurisdiction of which the Parties now submit and agree that it also serves as proper venue for the resolution of their disputes under this Contract. The Parties waive any right they may have to seek remedies in the federal courts. If the jurisdictional requirements for the Circuit Court of Washtenaw County are not met, the matter may be brought in the District Court for the State of Michigan sitting in the City of Ann Arbor, State of Michigan.

The Parties agree that in any dispute that is taken to the civil courts, the prevailing party shall be awarded reasonable attorney's fees and costs associated with that litigation.

Appendix A



Site Location	Frequency	Routine Cleaning	Restorative Cleaning	Total Annually(11 months)/Restore
Red Oak Young Adult 850 Red Oak Rd. Ann Arbor, MI 48103	Mon - Fri	\$ 7,689.20	6,508.06	

14. Disclaimer of Warranties:


Facilities360 DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED BY LAW, OTHER THAN THOSE CONTAINED IN PAR. 6 OF THIS CONTRACT. Facilities360 DISCLAIMS ANY WARRANTY FOR THE SUPPLIES PURCHASED FOR USE AT CLIENT'S FACILITIES, AS Facilities360 DOES NOT MANUFACTURE THOSE SUPPLIES. CLAIMS PERTAINING TO SUCH GOODS ARE PROPERLY MADE AGAINST THE MANUFACTURER OF SAME.

By their signatures, the following individuals represent that they are authorized to bind their respective Parties to this Contract:

For the Client:

Signature

Name Printed



Signature

Ray Awwad

Name Printed

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

FROM: DarNesha Green, Assistant Director, Community & School Partnerships

CC: Holly Heaviland, Ed.D., Executive Director, Community & School Partnerships

DATE: June 5, 2025

RE: Innovations Institute, University of Connecticut, School of Social Work, Workforce Development Contract Edits

This contract was approved at the January 14, 2025, Board of Education meeting. The total amounts have not changed, but the University of Connecticut requested some changes in the wording of the contract under sections 1, 2, and 4 of the contract.

The administration recommends that the WISD Board of Education authorize the approval of the attached contract changes with Innovations Institute, University of Connecticut, School of Social Work for a cost not to exceed \$260,000.00 per year. The contractor will provide wraparound training to social workers, practitioners, and other school support staff within the WISD, local districts, and community partners. Wraparound training is an allowable service for the Caring for Students, general education Medicaid program, and a highly desired family support process to provide intensive case management services for some of our highest-need families.

Wraparound is a team-based, collaborative process designed to provide holistic, individualized care for students with complex needs. It emphasizes family and student voice, leveraging natural supports and professional services to create a coordinated plan that addresses the unique challenges each student faces. Currently, our local Washtenaw County Community Mental Health agency is one of the few providers, and this program expansion is greatly needed. We will align our work in this area with our WC CMH and other key community partners.

This contract will provide WISD coaching, certification, and capacity building, as well as facilitation for the Advanced Wraparound Practitioner Coaches Certification process to build our local capacity by providing Local Coach Certifications with the background knowledge, skills, and practical experience to provide wraparound training and technical assistance internally to Washtenaw Intermediate School District staff and the broader system of care community on the wraparound process. This training will also equip Local Coach/Supervisor Candidates (LCCs) to lead Wraparound care teams, ensuring seamless coordination across general and special education for mental, behavioral and academic support. By focusing on advanced coaching, technical assistance, and the development of sustainable systems, the program strengthens MTSS frameworks, enabling schools to support Tier 3 students more effectively. Lastly, the contractor will provide implementation support around Continuous Quality Improvement Processes.

The contract dates are January 1, 2025, through December 31, 2026. The total of this contract is \$560,000.00, with a total of \$260,000.00 per year. Funding for this contract comes from braided funding from our CMH Millage and C4S Medicaid funding.



WASHTENAW INTERMEDIATE SCHOOL DISTRICT CONTRACTED SERVICES AGREEMENT - COMPANY

This agreement is made this 4th day of November, 2024, by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Innovations Institute, University of Connecticut School of Social Work, on behalf of the National Wraparound Implementation Center, hereinafter referred to as Contractor.

It is the intention of the parties hereto to enter into an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

SECTION I – SCOPE OF SERVICES

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than January 1, 2025. Once this contract is implemented, the ending date for providing services shall be December 31, 2026.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Duty 1: Workforce Development – Training. Provide Wraparound training to Wraparound Agency (WA) and the organizations' identified Local Coach Candidates (LCCs) not to exceed 17 days of training in a two-year period.

A. The Contractor will assist identified LCCs and staff in developing an advanced understanding of Wraparound principles and implementation to include providing to Washtenaw Intermediate School District staff on the following topic areas with the following trainings:

- a) Introduction to Wraparound (3-day) (To be held 2 times)
- b) Engagement in the Wraparound Process (1-day) (To be held 2 times)
- c) Intermediate Wraparound Practice—Improving Wraparound Practice (2-days) (To be held 2 times for WA Staff)
- d) Advancing Wraparound Practice—Supervision and Managing to Quality (2-days) (To be held 2 times for WA LCCs and other WA supervisors, managers and administrators)
- e) Local Coach/Supervisor Orientation training (to be held 1 time for WA LCCs).

B. The Contractor will provide access to national virtual Wraparound trainings.

C. The Contractor will provide TA support to WA LCCs virtually (using e- mail, conference calls, video conferencing, and webinars) on advanced Wraparound practice.

D. The Contractor will provide support to LCCs on training, and evaluation methods for the Wraparound process to ensure fidelity to the model and quality practice for families.

Duty 2: Workforce Development – Coaching, Certification, and Capacity Building.
Facilitate the Advanced Wraparound Practitioner Coaches Certification process to build local capacity by providing LCCs with the background knowledge, skills, and practical experience to provide Wraparound training and technical assistance internally to Washtenaw Intermediate School District staff and the broader system of care community on the Wraparound process.

- A. The Contractor will provide coaching to up to 4 LCCs identified by Washtenaw Intermediate School District on the Wraparound process, effective coaching and training techniques, effective use of Wraparound Practice Improvement Tools (WPITs) and other topics as needed.
- B. The Contractor will support up to 4 Washtenaw Intermediate School District LCCs in NWIC's Coaching Certification Process, and upon successful completion, the Contractor will certify them as NWIC Coaches and/or Supervisors in Wraparound.
 - a. The contractor will provide coaching sessions each month for no more than 20 sessions over the course of each 12-month period and will not exceed 40 sessions within the two-year contract period.
 - a) Recordings of sessions will be uploaded by LCCs along with documents and any other supporting information for review and consultation with the expert coach.
 - b) Coaching sessions are utilized to assess the development of the local coaching candidates over the course of the year and feedback will be provided.
- C. Upon completion of the coaching certification, the Contractor will be able to certify that the Washtenaw Intermediate School District trainers/coaches:
 - a. Can explain the Wraparound process to support teams and communities to effectively implement high fidelity Wraparound and ensure quality practice with families.
 - a. Have developed an advanced understanding of Wraparound principles and implementation to include the ability to provide in-state training on basic Wraparound topics to wraparound agency and family support organization staff, stakeholders, providers, and families.
 - b. Provide support to local teams on advanced wraparound practitioner topics.

Use effective coaching, training, and evaluation methods of the Wraparound process, ensuring fidelity to the model and quality practice with families.

Duty 3: Evaluation and CQI- Provide implementation support around Continuous Quality Improvement Processes

- A. Collection of data on the quality and impact of training and TA provided by NWIC using the Impact of Training and Technical Assistance (IOTTA) and COMET surveys.
- B. Reports on the quality and impact of staff training and coaching, using data from IOTTA.
 - a) Consultation on developing an internal quality assurance (QA) plan, including guidelines for provider agencies and county officials around expectations and information use.
 - b) Licensing for the selected Wraparound fidelity tool (i.e., WFI-EZ or DART) for no more than 200 youth/families per year.

Technical assistance to organizational level leadership at Washtenaw Intermediate School District on identification of system and youth outcomes and relevant administrative data sources to support evaluation of system and youth outcomes.

- 3. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the

Contractor's duties as described.

4. Prior to any work being completed on WISD grounds, individuals working for the Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A**. The Contractor will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).
5. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

SECTION II -COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be \$560,000.00 including all related expenses, including travel expenses outlined in Section III.
2. The above consideration for the Contractor's services is based on the time reasonably expended by the Contractor to complete the tasks herein above described in Section I and is based on a rate of \$280,000.00 per contract year of time expended.
3. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
4. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
5. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
6. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in

¹ Verified via the government System for Award Management (SAM) website; <https://www.sam.gov/portal/SAM/#1>

carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.

7. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
8. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
9. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
10. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

SECTION III – OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.
2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
 - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
 - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
 - iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.
4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

SECTION IV – INSURANCE COVERAGE

In the event that the Contractor uses motor vehicles in the course of performing the services above described, the Contractor shall provide to WISD proof of public liability insurance and property damage insurance in such sums as shall be deemed appropriate by WISD.

The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

- 1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of \$500,000 each accident;
- 2.) Comprehensive General Liability Insurance with a combined single limit of \$1,000,000 each occurrence, \$1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

The Contractor understands that WISD's liability insurance policies may not afford any coverage for any work associated with this contract. Therefore, the Contractor agrees to hold WISD harmless 1) for any sum related to the cost of liability insurance, 2) from any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and 3) from any associated attorney fees, arising out of the performance of the work described in Section I. The Contractor shall obtain and provide proof of public liability insurance in such sums as shall be deemed appropriate by WISD unless specific written exemption is provided by the Assistant Superintendent, Business Services. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on November 4, 2024

DATE _____

Contractor (Company)

DATE _____

Department Head

DATE _____

Washtenaw Intermediate School District

DATE _____

Washtenaw Intermediate School District

DATE _____

Washtenaw Intermediate School District



**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT - COMPANY**

This agreement is made this 1st day of January 1, 2025, by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and the University of Connecticut, on behalf of the School of Social Work's Innovations Institute, hereinafter referred to as Contractor.

It is the intention of the parties hereto to enter into an Agreement defining the nature and extent of the duties to be performed by the Contractor, the place where the services are to be performed and the time limitation on the performance of the duties.

SECTION I – SCOPE OF SERVICES

Now, therefore, in consideration of payment to the Contractor of the sums specified in Section II, the Contractor does hereby agree as follows:

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than January 1, 2025. Once this contract is implemented, the ending date for providing services shall be December 31, 2026.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:
Duty 1: Workforce Development – Training. Provide Wraparound training in accordance with the National Wraparound Implementation Center to Wraparound Agency (WA) and the organizations' identified Local Coach Candidates (LCCs) not to exceed 17 days of training in a two-year period.
 - A. The Contractor will assist identified LCCs and staff in developing an advanced understanding of Wraparound principles and implementation to include providing to Washtenaw Intermediate School District staff on the following topic areas with the following trainings:
 - a) Introduction to Wraparound (3-day) (To be held 2 times)
 - b) Engagement in the Wraparound Process (1-day) (To be held 2 times)
 - c) Intermediate Wraparound Practice—Improving Wraparound Practice (2-days) (To be held 2 times for WA Staff)
 - d) Advancing Wraparound Practice—Supervision and Managing to Quality (2-days) (To be held 2 times for WA LCCs and other WA supervisors, managers and administrators)
 - e) Local Coach/Supervisor Orientation training (to be held 1 time for WA LCCs).
 - B. The Contractor will provide access to national virtual Wraparound trainings.
 - C. The Contractor will provide TA support to WA LCCs virtually (using e- mail, conference calls, video conferencing, and webinars) on advanced Wraparound practice.
 - D. The Contractor will provide support to LCCs on training, and evaluation methods for the Wraparound process to ensure fidelity to the model and quality practice for families.

Duty 2: Workforce Development – Coaching, Certification, and Capacity Building. Facilitate the Advanced Wraparound Practitioner Coaches Certification process to build local capacity by providing LCCs with the background knowledge, skills, and practical experience to provide Wraparound training and technical assistance internally to Washtenaw Intermediate School District staff and the broader system of care community on the Wraparound process.

- A. The Contractor will provide coaching to up to 4 LCCs identified by Washtenaw Intermediate School District on the Wraparound process, effective coaching and training techniques, effective use of Wraparound Practice Improvement Tools (WPITs) and other topics as needed.
- B. The Contractor will support up to 4 Washtenaw Intermediate School District LCCs in NWIC's Coaching Certification Process, and upon successful completion, the Contractor will certify them as NWIC Coaches and/or Supervisors in Wraparound.
 - a. The contractor will provide coaching sessions each month for no more than 20 sessions over the course of each 12-month period and will not exceed 40 sessions within the two-year contract period.
 - a) Recordings of sessions will be uploaded by LCCs along with documents and any other supporting information for review and consultation with the expert coach.
 - b) Coaching sessions are utilized to assess the development of the local coaching candidates over the course of the year and feedback will be provided.
- C. Upon completion of the coaching certification, the Contractor will be able to certify that the Washtenaw Intermediate School District trainers/coaches:
 - a. Can explain the Wraparound process to support teams and communities to effectively implement high fidelity Wraparound and ensure quality practice with families.
 - a) Have developed an advanced understanding of Wraparound principles and implementation to include the ability to provide in-state training on basic Wraparound topics to wraparound agency and family support organization staff, stakeholders, providers, and families.
 - b) Provide support to local teams on advanced wraparound practitioner topics.
Use effective coaching, training, and evaluation methods of the Wraparound process, ensuring fidelity to the model and quality practice with families.

Duty 3: Evaluation and CQI- Provide implementation support around Continuous Quality Improvement Processes

- A. Collection of data on the quality and impact of training and TA provided by NWIC using the Impact of Training and Technical Assistance (IOTTA) and COMET surveys.
 - B. Reports on the quality and impact of staff training and coaching, using data from IOTTA.
 - a) Consultation on developing an internal quality assurance (QA) plan, including guidelines for provider agencies and county officials around expectations and information use.
 - b) Licensing for the selected Wraparound fidelity tool (i.e., WFI-EZ or DART) for no more than 200 youth/families per year.

Technical assistance to organizational level leadership at Washtenaw Intermediate School District on identification of system and youth outcomes and relevant administrative data sources to support evaluation of system and youth outcomes.
3. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.

SECTION II -COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be \$560,000.00 including all related expenses, including travel expenses outlined in Section III.
2. The above consideration for the Contractor's services is based on the time reasonably expended by the Contractor to complete the tasks herein above described in Section I and is based on a rate of \$280,000.00 per contract year of time expended.
3. This is a fixed price agreement. Upon execution of this Agreement, the Contractor will submit invoices for payment due within thirty (30) days from receipt of the invoice in accordance with the following schedule:
 - a. 25 % is due upon execution of the agreement;
 - b. 50 % is due 180 days from the start date of the project;
 - c. 25 % is due 30 days after the period of performance ends.
4. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
5. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
6. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in

Quarter	Invoice and Report Due Dates	Amount Due
Jan – Mar 2025	April 30, 2025 or upon contract execution	\$70,000
Apr – June 2025	July 30, 2025	\$70,000
Jul – Sept 2025	Oct 30, 2025	\$70,000
Oct – Dec 2025	January 30, 2026	\$70,000
Total Year 1		\$280,000
Jan – Mar 2026	April 30, 2026	\$70,000
Apr – June 2026	July 30, 2026	\$70,000
Jul – Sept 2026	Oct 30, 2026	\$70,000
Oct – Dec 2026	January 30, 2027	\$70,000
Total Year 2		\$280,000

¹ Verified via the government System for Award Management (SAM) website; <https://www.sam.gov/portal/SAM/#1>

carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.

4. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
5. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
6. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
7. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

SECTION III – OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.
2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
 - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
 - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
 - iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.
4. The work done by the Contractor shall be done in accordance to the Scope of Work previously agreed upon between the Parties. Should the Contractor fail to perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
5. Either party may terminate this Agreement by giving the other 60 days advance written notice.
6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

SECTION IV – INSURANCE COVERAGE

Contractor warrants that it maintains liability coverage amounts as reflected in its Certificate of Liability Insurance, as attached hereto

neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

SIGNATURES

The Contractor acknowledges by his/her signature that he/she has read the Agreement and understands same and agrees this contract constitutes the total agreement between the parties and that anything not included in this contract is expressly excluded.

Agreed to on January 1, 2025

Mark Reeves, JD

Digitally signed by Mark Reeves,
JD
Date: 2025.05.28 10:58:17 -04'00'

DATE _____

Contractor (Company)

DarNesha Green, LMSW

DarNesha Green, LMSW (May 29, 2025 08:52 EDT)

05/29/2025
DATE _____

Department Head

DATE _____

Washtenaw Intermediate School District

DATE _____

Washtenaw Intermediate School District

DATE _____

Washtenaw Intermediate School District



DATE: June 5, 2025

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

FROM: Becky L. Mullins
Supervisor, Human Resources and Legal Services

RE: Updated Policy – First Read

The Policy Committee¹ recommends adoption of the proposed policy changes to the following as attached:

**WISD Board Policy -
Policy #1240 – Evaluation of the Superintendent**

Below are highlights of the Policy Committee's recommendation to the Board:

Policy #2410 – Prohibition of Referral or Assistance: When the legislature amended the evaluation statutes affecting professional staff and administrators, these amendments included changes to Superintendent evaluations. Many of the changes are the same as those affecting other school administrators; however, there are a few key differences.

Perhaps most notable is the fact that while Superintendents are not subject to the mandatory appeal provisions relating to the evaluation process and rating received, the statutory changes require that any contract governing the employment of a Superintendent that is entered into, extended, renewed, or modified on or after July 1, 2024, must include an appeal process concerning the evaluation process and rating received.

These revisions should be adopted in order to maintain accurate policies.

Enclosure

¹ Steve Olsen (Board Trustee), Mary Jane Tramontin (Board Vice President), Naomi Norman (Superintendent), Brian Marcel (Associate Superintendent), Cherie Vannatter (Deputy Superintendent), Cassandra Harmon-Higgins (Executive Director of Human Resources and Legal Services), and Becky Mullins (Supervisor of Human Resources and Legal Services)

Book: Policies for ISD Update
Title: Revised EVALUATION OF THE SUPERINTENDENT
Code: po1240
Status: Active

Revised Policy - Vol. 38, No. 2

1240 - EVALUATION OF THE SUPERINTENDENT

The Board of Education believes it is essential that it evaluate the Superintendent's performance periodically in order to assist both the Board and the Superintendent in the proper discharge of their responsibilities and to enable the Board to provide the District with the best possible leadership. To carry out this responsibility, the Board will evaluate the Superintendent utilizing a rigorous, transparent, and fair performance evaluation system that does all of the following:

- A. Evaluates the Superintendent's job performance at least annually in a year-end evaluation, while providing timely and constructive feedback.

A Superintendent rated highly effective prior to July 1, 2024, and/or effective after July 1, 2024 on three (3) consecutive year-end evaluations may be evaluated every other year, at the District's discretion.

- B. Establishes clear approaches to measuring student growth and provides the Superintendent with relevant data on student growth.
- C. Evaluates the Superintendent's job performance prior to July 1, 2024 as highly effective, effective, minimally effective, or ineffective, and after July 1, 2024 as effective, developing, or needing support. ~~using multiple rating categories that take into account student growth and assessment data. Before the 2024-2025 school year, For the 2015-2016, 2016-2017, and 2017-2018 school years, twenty-five percent (25%) of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the 2018-2019 school year, forty percent (40%) of the annual year-end evaluation shall be based on student growth and assessment data. Beginning with the 2024-2025 school year, twenty percent (20%) of the year-end evaluation shall be based on student growth or student learning objectives.~~

For the Superintendent, the pertinent data is that of the entire School District.

- D. Uses the evaluations, at a minimum, to inform decisions regarding all of the following:

1. The effectiveness of the Superintendent so that the Superintendent is given ample opportunities for improvement.
 2. Retention and development of the Superintendent including providing relevant coaching, instruction support, or professional development.
 3. Removing an ineffective Superintendent after the Superintendent has had ample opportunities to improve and providing that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.
 4. ~~() Whether to grant full certification to the Superintendent using rigorous standards and streamlined, transparent, and fair procedures.~~
- E. Prior to July 1, 2024, the The portion of the annual year-end evaluation that is not based on student growth and assessment data shall be based on at least the following for the entire District:
1. The Superintendent's training and proficiency in conducting teacher performance evaluations, if the Superintendent does so or the designee's proficiency and training if the Superintendent designates such duties.
 2. The progress made by the school or District in meeting the goals established in the school/District improvement plan.
 3. Student attendance.
 4. Student, parent, and teacher feedback and other information considered pertinent by the Board.
 5. Beginning July 1, 2024, the portion of the evaluation that is not based on student growth or student learning objectives must be based on objective criteria.
- F. For the purposes of conducting annual year-end evaluations under the performance evaluation system, ~~by the beginning of the 2016-2017 school year,~~ the District shall adopt and implement one (1) or more of the evaluation tools for teachers, or administrators, if available, that are included on the list established and maintained by the Michigan Department of Education ("MDE"). However, if the District has one (1) or more local evaluation tools for administrators or modifications of an evaluation tool on the list, and the District complies with G. below, the District may conduct annual year-end evaluations for administrators using one (1) or more local evaluation tools or modifications.

G. ~~Beginning with the 2016-2017 school year, the~~ The District shall post on its public website all of the following information about the measures it uses for its performance evaluation system for school administrators:

1. The research base for the evaluation framework, instrument, and process or, if the District adapts or modifies an evaluation tool from the MDE list, the research base for the listed evaluation tool and an assurance that the adaptations or modifications do not compromise the validity of that research base.
2. The identity and qualifications of the author or authors or, if the District adapts or modifies an evaluation tool from the MDE list, the identity and qualifications of a person with expertise in teacher evaluations who has reviewed the adapted or modified evaluation tool.
3. Either evidence of reliability, validity, and efficacy or a plan for developing that evidence or, if the District adapts or modifies an evaluation tool from the MDE list, an assurance that the adaptations or modifications do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process.
4. The evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators.
5. A description of the processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans.
6. A description of the plan for providing evaluators and observers with training.

H. ~~Beginning with the 2016-2017 school year~~ The District shall:

1. ~~The District shall~~ provide training to the Superintendent on the measures used by the District in its performance evaluation system and on how each of the measures is used. This training may be provided by a district or ~~a~~ consortium consisting of two (2) or more districts, the intermediate school district, or a public school academy~~;~~.
2. ~~The District shall~~ ensure that training is provided to all evaluators and observers. The training shall be provided by an individual who has expertise in the evaluation tool or tools used by the District, which may include either a consultant on that evaluation tool or framework or an individual who has been trained to train others in the use of the evaluation tool or tools. The District may provide ~~the~~ training in the use of the evaluation tool or tools~~,~~ if the trainer has expertise in the evaluation tool or tools.

[OPTIONAL]

The Board's evaluation shall also include an assessment of the:

- A. ~~the~~(X) progress toward the educational goals of the District;
- B. ~~the~~(X) working relationship between the Board and the Superintendent;
- C. ~~the~~(X) Board's own effectiveness in providing direction to the Superintendent.

Such assessments will be based on defined quality expectations developed by the Board for each criteria being assessed.

[END OF OPTIONAL LANGUAGE]

Beginning July 1, 2024, the evaluation system must include a mid-year progress report for the Superintendent in each year that they are evaluated. This mid-year progress report shall comply with M.C.L. 380.1249b and may not replace the annual evaluation.

The evaluation system shall ensure that if the Superintendent is rated as minimally effective or ineffective prior to July 1, 2024 or needing support or developing after July 1, 2024, the person(s) conducting the evaluation shall develop and require the Superintendent to implement an improvement plan to correct the deficiencies. The improvement plan shall recommend professional development opportunities and other measures designed to improve the rating of the Superintendent on the Superintendent's next annual year-end evaluation. A Superintendent rated as ineffective prior to July 1, 2024 and/or needing support after July 1, 2024 ~~"ineffective"~~ on three (3) consecutive year-end evaluations must be dismissed from employment with the District.

The evaluation program shall aim at the early identification of specific areas in which the Superintendent needs help so that appropriate assistance may be provided or arranged for. The Board shall not release the Superintendent from the responsibility to improve. If the Superintendent, after receiving a reasonable degree of assistance, fails to perform ~~the~~ assigned responsibilities in a satisfactory manner, dismissal or non-renewal procedures may be invoked. In such an instance, all relevant evaluation documents may be used in the proceedings.

Evaluations shall be conducted of each administrator as stipulated in the revised School Code, the employment contract, the Superintendent's administrative guidelines, and as directed by the Michigan Department of Education. An administrator shall be given a copy of any documents relating to the administrator's performance which are to be placed in the personnel file.

This policy shall not deprive an administrator of any rights provided by State law or any contractual rights consistent with State law.

~~As an outcome of the evaluation of the Superintendent's performance, the Board should be prepared to judge the advisability of retention of the Superintendent and be prepared better to:~~

~~-~~

~~A. () determine the Superintendent's salary;~~

~~-~~

~~B. () identify strengths and weaknesses in the operation of the District and determine means by which weaknesses can be reduced and strengths are maintained;~~

~~-~~

~~C. () establish specific objectives, the achievement of which will advance the District toward its goals;~~

~~-~~

~~D. () improve its own performance as the public body ultimately charged with the educational responsibility of this District.~~

© Neola ~~2025~~2016

Legal References

M.C.L. 380.1249b

M.C.L. 380.1249b

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Dr. Charlene Jones, Interim MiSTEM Advisory Council Grant Lead

DATE: June 2, 2025

RE: Consent for Two (2) Sub-Recipient Agreements for Grand Valley State University
– Math Recovery at TeacherCon 2025 and Evaluation and Website Maintenance

I recommend that the WISD Board of Education authorize the approval of two (2) sub-recipient agreements with Grand Valley State University (“GVSU”) for support for the Math Recovery Program at TeacherCon 2025 in Bay City, Michigan, for a cost not to exceed \$35,000.00, as well as Evaluation and Website Services for the Math & Science & Engineering Collaboratives, for a cost not to exceed \$55,000.00, for a total of \$90,000.00.

The WISD acts as the fiscal agent for the MiSTEM Science & Engineering and Math Action Areas.

GVSU will provide services including venue coordination, participant logistics management, registration services, and facilitator support. GVSU will deliver services according to established timelines and expectations. The total service cost is \$35,000.00. In addition, GVSU will manage the contractual services for the external program evaluator and website upgrades for the Math & Science Collaboratives for a total service cost of \$55,000.00. Evaluation Services will consist of data collection and evaluation, program analysis, impact interviews, and strategic planning alignment.

These funds will be flow-through funds from the MiSTEM Advisory Council Grant’s carryover funding from FY24 and will have no impact on the General Fund.

CC: Dr. Jennifer Banks, Director of Instruction;

Math Recovery @ TeacherCon 2025

Between: Washtenaw Intermediate School District (Washtenaw ISD) and Grand Valley State University (GVSU)

Date: April 28, 2025

Project/Service Title: Math Recovery @ TeacherCon 2025

Services Timeline: April 1, 2025 - August 1, 2025 (TeacherCon Conference is July 28 - August 1, 2025)

Statement of Service

This Statement of Services outlines the roles and responsibilities for GVSU in providing conference support services to Washtenaw ISD for the Math Recovery workshops at TeacherCon 2025. GVSU will provide services including venue coordination, participant logistics management, registration services, and facilitator support. Washtenaw ISD will be responsible for workshop marketing, facilitator scheduling, materials provision, participant selection, and conference representation. GVSU will deliver services according to established timelines and expectations, and Washtenaw ISD will ensure coordination and support in areas under its responsibility. The total service cost, including facilitator and hosting expenses, is \$35,000.

Services Provided

Grand Valley State University

GVSU agrees to provide the following services:

1. Venue Coordination

- Contract with hotels and conference locations to secure appropriate workshop rooms for Math Recovery sessions.

2. Participant Logistics

- Manage hotel lodging arrangements for workshop participants.
- Coordinate breakfast, lunch, and snacks for attendees as part of the conference services.

3. Registration & Conference Management

- Handle overall conference logistics and communications, including travel information, lodging details, meal plans, and event schedules.
- Create and oversee the event registration form and process.
- Manage the scholarship and registration process for the workshops. Will send the application list to Washtenaw ISD for determining which educators receive a scholarship for the conference.
- Provide and manage participant registration at the conference, including workshop sign-ups
- Manage and provide an attendance record of participants attending the sessions
- Ensure that participants are completing the pre-survey evaluation

4. Facilitator Support

- Communicate with workshop facilitators to ensure their room setup and technical needs are met.
- Provide basic workshop materials for facilitators (poster paper, markers, sticky notes, pens, projector/screen or projection TV, etc)

5. **Evaluation & Continuing Credits**

- Provide all survey data and participation data to Everett Evaluation.

Responsibilities of Washtenaw ISD

Washtenaw Intermediate School District

Washtenaw ISD agrees to:

1. **Workshop Marketing & Outreach**

- Promote the Math Recovery workshops through flyers, emails, and website presence.
- Distribute marketing materials to the MiSTEM Network, math communities, and other relevant entities to maximize participation.

2. **Facilitator Coordination**

- Contract with facilitators responsible for leading the Math Recovery sessions.
- Provide payment for facilitators upon completion of the workshop.

3. **Materials Provision**

- Purchase and provide the necessary Math Recovery kits for workshop participants.

4. **Participant Selection & Registration Management**

- Determine which applicants will be receiving a scholarship based on the applications received by GVSU.
- Provide GVSU with a finalized list of registered participants to facilitate conference logistics.

5. **Content-Specific Communications**

- Provide participants with workshop-related communications, which may include materials or information from facilitators.

6. **Conference Representation**

- Ensure representation from the Math Collaborative at TeacherCon 2025 to serve as a point of contact and advocate for the Math Recovery workshops.

7. **Evaluation & Continuing Credits**

- Ensure each participant receives **State Continuing Education Clock Hours (SCECHs)** for their participation in the workshop.

Timeline & Expectations

Timeline

The following deadlines must be met to ensure proper planning and execution of the Math Recovery workshops at TeacherCon:

- **Participant Registration List**
 - A preliminary list of registered participants must be provided to GVSU no later than **May 30, 2025**.
 - Additional participants may be added after this date, but the final cutoff for registration is **July 11, 2025**.
- **Facilitator Coordination**
 - Facilitators must be identified, contracted, and their contact information provided to GVSU by **May 2, 2025**.

Expectations

- **Minimum Participant Requirement**
 - Washtenaw ISD is responsible for ensuring at least **16 participants** per workshop.
 - If any workshop has fewer than **10 participants**, GVSU and Washtenaw ISD will discuss the possibility of canceling the session due to low attendance.
- **Lodging & Registration Commitments**
 - GVSU will contract with the hotel to provide lodging for registered participants.
 - Washtenaw ISD is expected to register at least **80% of the anticipated participants**.
 - The workshop is expected to accommodate a maximum of **26 individuals** between participants and facilitators.
 - GVSU will reserve **26 hotel rooms (104 total nights over 4 days) for the duration of the conference week**.

Cost of TeacherCon Services

The cost per workshop (including participants, facilitators, and hosts) is **\$35,000**. This is for up to 26 individuals assuming 1-2 of them are facilitators or hosts. Additional individuals beyond the 26 individuals will be \$1,350 per person. This fee covers the following for each individual:

- **Lodging:** 4 nights of hotel accommodations. Booked and paid by GVSU programming staff.
- **Meals:** Breakfast, lunch, and snack each day. Allergens will be handled by GVSU programming staff.
- **Reception Event:** Evening networking and engagement event
- **Materials:** Conference and workshop materials. GVSU will purchase all conference workshop materials. Washtenaw ISD will be expected to procure Math Recovery Kits.

- **Program Management Fee:** Conference logistics, communications, and management

Total Estimated Budget

Based on 2 workshops needed for the event, GVSU will request **\$35,000** for services.

Payment Terms

Washtenaw ISD agrees to issue payment to Grand Valley State University (GVSU) in the amount of \$35,000 for services rendered. GVSU will submit an invoice to Washtenaw ISD upon completion of services, and payment will be due within 30 days of invoice receipt.

Acknowledgement

Both parties acknowledge and agree to the terms outlined in this Statement of Services Rendered. This document is intended to clarify roles and responsibilities and is not a legally binding contract.

Grand Valley State University

Name Michelle McCloud

Signature 

Date 5/7/2025

Washtenaw Intermediate School District

Name

Signature

Date

Grand Valley State University - Project Contact

Name Larry Wyn

Email wynlar@gvsu.edu

Phone 231-709-1770

Memorandum of Understanding

Between: Washtenaw Intermediate School District (Washtenaw ISD) and Grand Valley State University (GVSU)

Agreement Timeline: May 15th, 2025 - September 30, 2025

Purpose

This Memorandum of Understanding (MOU) outlines the agreement between Grand Valley State University (GVSU) and Washtenaw Intermediate School District (Washtenaw ISD) regarding the management and payment of shared contractual services for Evaluation and Website Services.

Background

The MiSTEM Collaboratives have engaged Everett Evaluation, LLC over multiple cycles of the Advisory Council Grant to provide evaluation services that support regional and statewide STEM initiatives. This trusted partnership has delivered consistent evaluation reporting, analysis, and consultation to inform the Collaboratives' strategy and impact. The relationship is expected to continue through September 30, 2026, with this agreement supporting ongoing work during the current grant cycle.

The Collaboratives have also partnered with Bizstream to design, develop, and maintain a public-facing website that communicates the goals, stories, and progress of the MiSTEM network. The current version represents the second iteration of the site, reflecting updated design and functionality. In addition to continued development and edits, this agreement covers the costs associated with web platform services and domain hosting required to maintain an active and accessible web presence.

Scope of Agreement

Grand Valley State University Responsibilities

1. GVSU will serve as the fiscal and administrative agent for:
 - a. Evaluation Services for the MiSTEM Collaboratives, and
 - b. Website Services for the MiSTEM Collaboratives
2. GVSU will develop and execute contracts with the selected providers for both Evaluation and Website Services.
 - a. Evaluation services will be with Everett Evaluation, LLC, and
 - b. Website Services will be with Bizstream
3. GVSU will manage and monitor the contract deliverables to ensure services are carried out as intended.
4. GVSU will submit invoices to Washtenaw ISD for the full or agreed-upon shared cost of the contracted services.
5. GVSU will use the funds received from Washtenaw ISD to pay the contracted providers.

Washtenaw Intermediate School District Responsibilities

1. Washtenaw ISD agrees to share in the cost of the Evaluation and Website Services as mutually determined.
2. Upon receipt of invoices from GVSU, Washtenaw ISD will process and remit payment within 30 days of the invoice date, in accordance with standard financial procedures.
3. Washtenaw ISD will collaborate with GVSU in the planning and oversight of Evaluation and Website deliverables, as appropriate.

Agreed Upon Payment

Washtenaw ISD will pay Grand Valley State University a total of **\$55,000** to manage and fulfill the following contractual services in support of the MiSTEM Collaboratives:

- **Evaluation Services** provided by Everett Evaluation, LLC: **\$50,000**
- **Website Services** provided by Bizstream: **\$5,000**

GVSU will submit one invoice to Washtenaw ISD for the total amount of \$55,000. Washtenaw ISD agrees to process and remit payment to GVSU within 30 days of the invoice date, in accordance with standard financial procedures.

Term and Modification

This MOU is effective upon signature and will remain in place for the duration of the contracted services unless amended or terminated by mutual written agreement of both parties.

Acknowledgement

Both parties acknowledge and agree to the terms outlined in this Memorandum of Understanding. This document serves to clarify the roles and responsibilities of each party regarding the management and payment of shared contractual services.

Grand Valley State University

Name Michelle McCloud

Signature



Date 5/19/25

Washtenaw Intermediate School District

Name

Signature

Date

Grand Valley State University - Project Contact

Name Larry Wyn - wynlar@gvsu.edu

TO: Naomi Norman, Superintendent of WISD

FROM: Dr. Edward J. Manuszak II, Executive Director for Early Childhood

DATE: June 10, 2025

SUBJECT: 2025-2026 Head Start Contracts

With the federal budget stabilizing and knowing that in the President's Budget released on Friday, May 30 included Head Start funding. We are not anticipating the Senate removing Head Start, we are anticipating "flat" funding. This means no increase over last year's allocated amounts to our partners. In our baseline Non-Competing Continuation Grant (NCCG) Year 2 application we did a "change in scope" and have reduced the number of Head Start children we are serving. It is in our Early Head Start Home Visiting program; thus this will not affect our current Head Start Center Based and Early Head Start Center based slots. These contracts are the exact same contracts as last year's contracts except the dates have been modified. Last year, these contracts went through multiple revisions with input from our partners. Our plan this year is to have our Board of Education approve the 2025-2026 contracts and if our partners have any individual requests for modifications we can deal with these on a case-by-case basis and if necessary or warranted have our Board of Education approve them with the revisions at a later date. By approving these contracts now, it opens the door for our WISD Head Start team to conduct the Head Start Entrance meetings in July 2025 and then before each program starts, have a signed, returned copy of each contract. If anything changes with the congressional budget, we will also modify these contracts to reflect these changes.

If you have any questions, please don't hesitate to contact me. Thank you.

ATTCH: Head Start Contracts for Ypsilanti Community Schools, Lincoln Consolidated Schools, Ann Arbor Public Schools, Whitmore Lake Public Schools and Gretchen's House

Partner Agreement

Washtenaw Intermediate School District

Ann Arbor Public Schools

Head Start

Program Year 2025 - 2026

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OHS Award #05CH012694-01-00 PY 25-26

This Partner Agreement ("Agreement") is made and entered into effective **July 1, 2025**, by and between **Washtenaw Intermediate School District**, a Michigan education administrative agency located at 1819 S Wagner Rd, Ann Arbor, MI 48103, ("WISD" or "Recipient") and **Ann Arbor Public Schools** ("AAPS" or "Partner"), a Michigan public school partner organization located at 2555 S. State, Ann Arbor, Michigan, 48103.

GENERAL PROVISIONS

1. Authority for Agreement.

Authorization for the Head Start program and Early Head Start program ("EHS") is contained in the Head Start Act, Public Law 110-134 and 42 USC § 9801, *et seq.*, (the "Act" or "Head Start") and implementing regulations, including 45 CFR Parts 1301-1305 and 2 CFR Part 200.

2. Status of Parties.

- I. WISD is a recipient of the Office of Head Start ("OHS"), Administration for Children and Families ("ACF"), US Department of Health and Human Services ("HHS"), Grant Number 05CH012694-01-00 Catalog of Federal Domestic Assistance ("CFDA") number 93.600, to fund WISD's Head Start/Early Head Start Program to provide ongoing comprehensive child development services to benefit eligible children and their families ("Program") and which is the primary subject of this Agreement. Pursuant to this Agreement, WISD shall determine Program eligibility, maintain ultimate authority for all decision-making related to the Program, conduct oversight of Program operations, adhere to applicable Federal requirements, and use Federal funds to carry out the Program.
- II. Partner shall have the status of a contractor within the meaning of 45 CFR § 75.351(b) and shall provide the services set forth in this Agreement. Partner is not a delegate agency or subrecipient within the meaning of the Act and implementing regulations. By entering into this Agreement, Partner expressly waives any benefits and protections afforded to delegate agencies and subrecipients, including but not limited to the rights to appeal and for-cause termination, and is not subject to the compliance requirements imposed on delegate agencies and subrecipients.
- III. Partner certifies that it has the requisite skills and expertise necessary to carry out its obligations as set forth in this Agreement under the terms and conditions set forth herein.
- IV. It is expressly understood between the Parties that Partner is an independent contractor and separate business entity from WISD, and neither Partner nor its officers, employees, or agents are employees of WISD. Nothing in this Agreement shall be construed as a joint venture, partnership, or other similar arrangement. WISD shall have no liability as an employer arising from or relating to Partner's performance of this Agreement and does not assume any debt, obligation, or contracts or Partner.

3. Purpose of Agreement

Under the terms and conditions set forth herein, the Parties shall have a contractual relationship whereby WISD provides funding to Partner for services needed to carry out a high-quality and comprehensive Program that meets expectations of children's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will

improve their readiness for kindergarten. This Agreement does not constitute a delegation of services within the meaning of 45 CFR § 1303 Subpart D.

4. Term

The term of this Agreement shall commence on **7/01/25**. This Agreement shall not renew automatically. No funds identified in this Agreement shall, without advance written approval of WISD, be obligated before the beginning of the term or after the end of the term, except for invoices which may be submitted up to, but not more than, sixty (60) days after termination of this Agreement.

5. Exhibits

This Agreement includes the following exhibits, each of which is attached hereto for reference purposes, unless otherwise expressly stated. Partner shall be responsible for knowledge of their contents and compliance therewith.

Exhibit A - Reimbursement Request

Exhibit B - Contacts Roster

Exhibit C - Monthly Report Checklist and Within 24 Hours Reporting Requirements and Incident Reporting Form

Exhibit D - Drug Free Workplace Requirements Recipients Other Than Individuals

Exhibit E - Insurance Requirements

Exhibit F - Confidentiality of Participant Records

Exhibit G - Standards of Conduct

Exhibit H - Health and Safety Protocols and Health Screening Requirements

Exhibit I - Transportation Services

Exhibit J - Inventory

Exhibit K - Public Complaints and Grievances

Exhibit L - Program Calendar

Exhibit M - WISD Selection Criteria

Exhibit N - U.S. Department of Health and Human Services Compendium of required certifications and Assurances

Exhibit O - WISD Policy Council By Laws

6. Special Conditions

WISD may impose conditions on Partner's performance required by HHS/OHS and attached to its Notice of Award if such conditions are required of Partner to implement this Agreement. Conditions are included in section 45 of this agreement.

FUNDING

7. Agreement Amount

Subject to the terms and conditions herein, and contingent upon WISD's receipt of funds for the operation of the Program, the total funds allocated to Partner for full and satisfactory performance of this Agreement, or the "federal share," shall not exceed \$704,228 over a 12-month (July 2025 – June 2026) period or \$7,186 per HS child per year, and Partner's expected in-kind contribution to the cost of operating the Program, the "non-federal share," shall be approximately \$176,057 (25%). Administrative costs are limited to no more than 10% of the cost of the Agreement, or \$70,423.

- a. Program funding shall meet the requirements of 45 CFR § 1303.4 and the valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR §75.306.
- b. WISD shall allocate funds to Partner for full and satisfactory performance of this Agreement and based only on enrollment figures proven as set forth in this

Agreement.

- c. Partner will not be separately reimbursed for Program-related expenditures and costs. WISD's financial obligation under this Agreement is subject to the per child funding limitation set forth herein.

8. Non-Appropriation: Reduced Funding

WISD's financial and other obligations set forth in this Agreement are contingent upon receipt of Head Start/Head Start funds for the operation of the Program. In the event Program funds are not received or are reduced, the following provisions apply.

- I. To the extent that WISD does not receive the funds necessary for operation of the Program for any reason whatsoever, including a non-appropriation of funding, (collectively "non-appropriation"), this Agreement may be terminated immediately by WISD, or as directed by the funding source. In the event of a non-appropriation, WISD shall have no liability to pay any funds to Partner or furnish any other consideration under the Agreement, and Partner shall not be obliged to fulfill any provisions of this Agreement. WISD shall notify Partner in writing of any such non-appropriation or failure to receive funds as soon as possible and shall attempt to provide for orderly closeout of Program operations provided funds are received from the appropriate funding source for this purpose.
- II. To the extent the funds necessary for operation of the Program are reduced for any reason whatsoever, WISD and Partner shall have the option to either terminate this Agreement subject to the termination provisions herein, or to amend this Agreement to reflect the reduced amount subject to the approval of Partner. If WISD and Partner agree to amend the Agreement in response to a reduction in funding, the funding provisions, including the local contribution and budget plan set forth in Exhibit B, shall be adjusted accordingly.

9. Budget

Partner shall submit a Budget and a Budget Justification for Partner's performance of this Agreement, using the template provided in Exhibit A. The deadline to submit a budget is Sept. 30, 2025.

- I. Travel Expenses: Expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the Partner is a part.
- II. Payments to the Partner: Recipient shall make payment under this Agreement only after timely receipt of Partner's Quarterly Reimbursement Report and Recipient shall make payment only for allowable, reasonable, and necessary expenditures, which shall be consistent with the approved budget and cost allocation plan and in the format determined by Recipient. Such reports must be complete, accurate and reflect the financial activity of the period covered by the invoice. Partner may submit a written request for an advance equal to the current month's unreimbursed expenditures and the anticipated expenditures for the next five (5) days. This request may be submitted no more than twice a month. (see page 17 Invoices for Payments for further details)
- III. Final Budget Amendments: Final budget amendments are due to the Recipient by April 1 of the contract year. A budget revision is required for

rebudgeting between categories that would exceed the lesser of \$15,000 or 10% of the line item category. All allowable obligations incurred in the performance of this Agreement must be reported to the Recipient within thirty (30) calendar days following the termination of this Agreement to be binding upon the Grantee for reimbursement. All obligations must be liquidated within sixty (60) calendar days and reported to Recipient in Partner's final reimbursement report due June 30. Failure to report such obligations, liquidations and/or debts shall be the sole liability of Partner.

PROGRAM REQUIREMENTS

10. Program Option

The program option to be implemented will be center based.

11. Operating Year

The operating year shall be from **July 1, 2025, to June 30, 2026**, and must operate minimally for 1020 hours in a program year for Head Start (four days a week), as set forth in Exhibit A.

12. First Day of Attendance

The first day of attendance in the Program will begin on **September 3, 2025**.

13. Number of Children Served

The number of children to be served will be 98 Head Start eligible children, as set forth in Exhibit A. Failure by Partner to achieve and/or maintain Full Enrollment may result in reallocation of slots and a corresponding funding reduction, and/or reduction and reassignment of recruitment areas. Reallocation of slots and reassignment of areas are at the discretion of **WISD**. Reduction or failure to meet the enrollment will result in a reduction in monthly reimbursement.

14. Eligibility, Recruitment, Selection, Enrollment and Attendance ("ERSEA")

ERSEA components of the Program shall be implemented as set forth below and consistent with the Law and implementing regulations, including but not limited to 42 USC § 9840 and 45CFR Parts 1302 Subpart A.

- I. **Eligibility.** WISD's assigned FSS shall determine eligibility based on Head Start requirements and WISD selection criteria for all interest forms submitted through the Help Me Grow Washtenaw website. The WISD enrollment team will support the family to complete the application. WISD shall only enroll in the Program children who meet eligibility requirements, including age, residency and household income thresholds and identified eligibility requirements, as set forth in 45 CFR § 1302.12 and as published by OHS.
- II. **Recruitment.** WISD and Partner shall recruit only eligible children residing within their assigned service area, as set forth in Exhibit A. The Partner shall provide high-quality child development services and programs for WISD Head Start to those participants and families residing within Washtenaw County and service area as noted in the Notice of Award. Service area boundaries are determined by Washtenaw County and a portion of the bordering counties within the boundary of the Washtenaw Intermediate School District.
- III. **Selection.** WISD will maintain the prioritization list for selection

consideration. The WISD ERSEA Specialist in collaboration with the WISD FSS and Program Director and or designee will select children for enrollment according to WISD ERSEA policies and procedures, to include selection criteria. All copies of eligibility documentation shall be stored in ChildPlus kept at a central location determined by WISD.

1. Selection criteria are created by WISD utilizing community needs assessment data and approved by the Policy Council and the WISD Board of Education.
2. Selection criteria for Program Year 25-26 can be found as Exhibit M.
3. A viable wait-list will be maintained by the WISD.

IV. **Enrollment.** WISD and Partner will work together to demonstrate and maintain Full Enrollment and ensure any vacancies are filled within 30 days. A vacancy is considered filled when the newly enrolled child attends their first day of Head Start. Failure to maintain Full Enrollment will constitute a breach of this Agreement, which is cause for WISD to pursue any of the remedies as referenced in Section 13 of this agreement. Partner shall provide WISD all records on Program enrollment and attendance as required by Exhibit C. All such records shall be available upon request to WISD, including WISD designated accountants, monitors and auditors.

1. Partner agrees that WISD is not obligated to fill any vacant slots not deemed part of this Agreement.
2. Partner shall notify ERSEA Specialist of any changes to a participants' enrollment status.
3. WISD's FSS will request approval for disenrollment/drop and inform ERSEA Specialist and Partner Director. Request must be made to the ERSEA Specialist. Partner must ensure that adequate documentation is maintained and have sound justification for dis-enrolling or dropping a child. Please see Suspensions and Expulsions section of this Agreement for further details.

V. **Enrollment of Children with Disabilities.** Partner shall enroll and maintain at least ten percent (10%) of the total number of total allocated slots per this agreement with children who are eligible for special education and related services, or early intervention services, under the Individuals with Disabilities Education Act ("IDEA"), unless the responsible HHS official grants a waiver as set forth in 45 CFR § 1302.14(b)(I). In addition, Partner shall adhere to all requirements of services related to children with disabilities as set forth in 45 CFR § 1302 Subpart F.

1. It is a program requirement that a pre-placement meeting be conducted to determine the most appropriate placement for each child with an Individual Education Plan ("IEP") considered for enrollment. A pre-placement meeting will be conducted with the Partner Director and the WISD's Disability Manager and will include participation of Partner staff.
2. Partner shall provide program services inclusive of children with disabilities, consistent with their IEP and provide an appropriate environment and adult guidance for the participation of children with special needs. Documentation of classroom observations will be entered into ChildPlus.
3. On 01/22/2020 the Administration of Children and Families published ACF-IM-HS- 20-01: Inclusion of Children with Disabilities, which makes clear that the Office of Head Start expects that programs obtain the 10% percent

requirement by midway through the program year.

- VI. **Attendance and ADA.** Partner must track attendance for each child pursuant to 45 CFR § 1302.16, utilizing the Child Plus system. When program-wide the monthly Average Daily Attendance ("ADA") falls below 85% of Full Enrollment, Partner will provide WISD with an analysis of the causes for absenteeism and take appropriate action as set forth in this section. Attendance will be tracked in Child Plus by the Partner on a daily basis and monitored by the WISD on a monthly basis. This will be reviewed by WISD FSS staff on a weekly basis. Partner will provide WISD bi-monthly accounting (due by the 1st and 15th of each month to the WISD's ERSEA Specialist) of each participant's attendance. Partner will maintain the daily sign-in/out sheets with parent's legal signature and daily attendance records indicating child's absences with parent's legal signature. These documents should be made available to the WISD upon request.
1. The WISD FSS must implement a process to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one hour of program start time, the program must attempt to contact the parent to ensure the child's well-being.
 2. The WISD FSS in collaboration with the Partner must implement strategies to promote attendance. At a minimum the FSS must:
 - a. Provide information about the benefits of regular attendance. At parent meeting, orientation, newsletters and through other forms of communication (upload evidence into ChildPlus).
 - b. Support families to promote the child's regular attendance.
 - c. Send out monthly attendance letters informing parents of child ADA when the child falls below 85% (upload into ChildPlus).
 - d. Work with family to establish attendance improvement plans and provide resources/information to help the families attendance (upload into ChildPlus).
 - e. If a child plans to be absent for more than 2 weeks a notice of absence form should be filled out and sent to the WISD staff for approval.

Within the first 60 days of program operation, and on an ongoing basis, thereafter, use individual child attendance data to identify children with patterns of absence that put them at risk of missing ten percent of program days per year and develop appropriate strategies to improve individual attendance among identified children, such as direct contact with parents or intensive case management, as necessary.

15. Full Enrollment Initiative & Reserve Slots. Failure to achieve and/or maintain Full Enrollment may result in a reallocation of slots and corresponding funding reduction.
Reallocation of slots and reassignment of areas are at the sole discretion of WISD.

- I. Open vacancies will be filled as soon as possible, but no later than 30 days. The WISD and the Partner collaborate to recruit, conduct on-going recruitment, and have a waitlist of eligible children on stand-by.
- II. Under Head Start Performance Standard 1302.1 S(c), the program may reserve one or more enrollment slots for children experiencing homelessness

and children in foster care, when a vacancy occurs. No more than three percent of a program's funded enrollment slots may be reserved. If the reserved enrollment slot is not filled within 30 days, the enrollment slot becomes vacant and then must be filled.

- III. Partners will communicate with WISD's ERSEA Specialist if it is their intent to reserve a slot.

16. Class Size and Ratios. Partner shall ensure that Program enrollment and attendance does not exceed the maximum class size as required. Classroom size waivers must meet requirements and need prior approval by WISD. WISD will submit all classroom size waivers to the Office of Head Start for approval.

- I. 3 year and 4 year-olds: Up to 16 and no fewer than 15 children may be enrolled in a classroom with two adults.
- II. 4 year olds: Up to 18 and no fewer than 16 children enrolled in any class with 3 adults required when enrollment exceeds 16

17. Class Schedule, Calendar and Duration. Partner shall ensure that class operations meet the minimum daily, weekly, and annual requirements set forth in 45 CFR §1302.2 l(c)(I). Partner shall not deviate from the operating year or the approved Program calendar, attached hereto as Exhibit K, without advance written approval of WISD. The Partner must submit a calendar to the WISD by August 1st for approval. If Partner seeks to change the length of the operating year, or deviate in any manner from the approved calendar, Partner shall obtain the written approval by WISD at least thirty (30) days before the date the requested change is to take effect. Exclusions will be granted for children that have a documented variation of attendance through an IEP.

18. Classroom Placement. Partner must limit the re-assignment of Head Start Children from one classroom to another, whenever possible. Continuity of care is important to the development of a child's social and emotional state. If a child is being permanently reassigned to a new classroom the ERSEA Specialist must be notified of changes to be made.

19. Education Services. Research-Based Curriculum. Partner shall utilize and implement the High Scope Curriculum. WISD will provide technical assistance, coaching and mentoring to Partner regarding the provision of educational services. Partner will further ensure ongoing data collection and reporting as required by Exhibit C. Partner will provide the following specific educational services as part of the Program.

- I. Consistent with 45 CFR § 1302.5 I, the WISD in collaboration with the Partner must offer a parenting curriculum throughout the program year at the Partner location.
- II. In collaboration with each child's parent and with parent consent, conduct a developmental screening using the Ages and Stages Questionnaire and a social-emotional screening using the Devereaux Early Childhood Assessment for each child within forty-five (45) days of enrollment.
- III. Conduct a developmental assessment for each child three (3) times per program year following agreed upon timeline using COR Advantage. Partner

will utilize COR Advantage to develop and maintain an Individual Child Portfolio that includes work samples and child observations for each rating period.

- IV. Create a weekly lesson plan that demonstrates fidelity to curriculum and utilizes results of developmental screenings, on-going observations, and results of the child assessment. The weekly plan will include parent input via individualized School Readiness Goal, changes to the environment, transitions with embedded learning activities, and activities for both individual children and groups of children. Lesson Plans will be completed using COR Advantage.
- V. Partner teachers will conduct two (2) 60- minute home visits and two (2) parent-teacher conferences per year consistent with 45 CFR § 1302.34(b)(7). The initial home visit must take place prior to the start of the program year. The purpose of educational contacts in the form of home visits and parent teacher conferences is to establish a strong home- school connection, collaborate with parents on school readiness goals and discuss developmental screenings. Home visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant safety hazards for staff.

20. Coaching: WISD's Early Childhood Specialists will utilize a research-based, coordinated coaching strategy, Practice Based Coaching, for education staff that:

- I. Assesses all education staff to identify strengths, areas of needed support, and which staff would benefit from intensive coaching.
- II. Provides intensive coaching to education staff identified through the above process and includes opportunities to be observed, work collaboratively to create goals, implementation support and modeling of effective teacher practices.
- III. Provide opportunities for education staff not identified for intensive coaching through the above process to receive other forms of research-based professional development.

21. Parent Access. Partner shall provide parents reasonable access, at reasonable times, subject to reasonable restrictions to their children enrolled in the Program and to authorized persons caring for their children during the normal hours of operation and whenever the children are in the care of Partner.

22. Nutrition and Meals. Partner must meet the nutrition requirements stated in 34 CFR 1302.44 including requirements specific to the target population of infants and toddlers and adheres to the Child and Adult Care Food Program ("CACFP") guidelines and are appropriate to the age, developmental readiness, and meal spacing requirements. Partner will submit a copy of the CACFP administrative review report, and any corrective action plan required upon audit by CACFP. CACFP reports are submitted to Fiscal Manager by the 15th of each month. Partner shall also report in ChildPlus if a child has any food allergies, dietary restrictions, or special meal accommodations; and ensure proper medical documentation of such has been reviewed and approved by WISD before child attends. The Partner will incorporate family style meals for all meals and/or snacks throughout the day.

23. **Meetings** Partner must attend WISD Meetings according to exhibit O and other meetings called for by the WISD regarding the operations of Head Start.

24. **Family and Community Engagement.**

- I. **Family Partnership Agreement (FPA).** WISD's Family Support Specialists will be responsible for creating and tracking the completion of the FPAs.
- II. **Community Referrals.** The WISD Family Support Specialists will offer appropriate community referrals when it is determined that support is needed with Families. The WISD Family Support Specialists will input all referrals into ChildPlus. WISD Family Support Specialists will follow-up on referral outcomes. If Partner initiates referrals directly with family, Partner will ensure the same process of documentation is followed.
- III. **Emergency Items.** The Partner will direct any emergency needs items, such as food vouchers, emergency clothing, or shoes to WISD Family Support Specialist.
- IV. **Family Outcomes.** The WISD Family Support Specialists will administer a family outcomes survey. The results of the survey will be shared with the Partner and may be used to inform activities described in the Parent, Family and Community Engagement Framework (PFCE).
- V. **Family Strengths, Needs & Interest Survey.** The WISD Family Support Specialist will administer this survey during intake. The results of the survey will be shared with the Partner, who will use it to plan meaningful and individualized workshop and trainings for families. WISD will use the results to plan parent engagement opportunities, which will be available to Partner families. WISD Family Support Specialists will use the results to support families in developing a meaningful FPA goal.
- VI. **Parent Orientation.** Partner programs with support from the WISD will host a parent orientation prior to the program start date.
- VII. **Parent Committee:** Each site must have a parent committee comprised of parents at the site. The assigned Family Support Specialist will coordinate this with the Partner site director.
- VIII. **Policy Council.** WISD FSS will facilitate the election of a parent from Parent Committee to represent parents on the Policy Council in accordance with the WISD Head Start Policy Council By-Laws (please see Exhibit O).

25. **Mental Health and Behavioral Supports.** WISD will work in partnership with Partner to promote children's mental health, social and emotional well-being, and overall health, including securing mental health consultation services, and identifying and providing behavioral supports for children displaying challenging behaviors, and other social, emotional, and mental health concerns.

- I. Partner will provide support for effective classroom management and positive learning environments and will ensure supportive teacher practices in alignment with the High Scope Curriculum. WISD will work to complement any existing classroom supports and teaching strategies that Partner has

established through their organization's standard operating procedures.

- II. In cases where the Partner's standard operating procedures run counter to the Head Start Act, Performance Standards, and/or developmentally appropriate practice (DAP) the Performance Standards and DAP will take precedence.
- III. When concerns about a child's social, emotional, or mental health arise, the Partner classroom staff must conduct observations, take anecdotal notes, and gather relevant documentation. Partner staff will meet with parents and/or guardians to discuss concerns and obtain any added information. Concern will be documented in ChildPlus under Mental Health and individualized supports/strategies will be documented in weekly lesson plans.
- IV. If the challenges continue, the WISD Early Childhood Specialist (ECS) will observe the classroom. The ECS will meet with Partner Staff to debrief the observation, reflect on the results of the observation, and collaborate on next steps. This follow up observation will be documented under the original concern as a follow up activity. Adjustments to individualized supports/strategies will be made in weekly lesson plans.
- V. If it is determined that additional support is needed, Partner's staff and/or ECS will submit a mental health referral form to the Mental Health/Behavior Specialist. The Mental Health/Behavior Specialist will conduct a classroom observation. Strategies and implementation support will be provided by the Specialist in collaboration with the ECS. This will be documented as follow up in Child Plus.
- VI. If further support is needed, a Behavior Intervention Plan may be developed in collaboration with the parent or legal guardian.
- VII. In addition, a referral for an Early Childhood Mental Health Consultant may be utilized to provide additional behavioral health services for a program and/or an enrolled child if needed. Documentation of services will need to be submitted into ChildPlus under the Mental Health section of the Child File.

26. **No Fee.** Partner may not charge, or permit the charging of, any fee for participation in the Program or for any services made in conjunction with the Program. This includes fees to participate in classroom wide field trips.

27. **Suspension and Expulsion.** Pursuant to 45 CFR § 1302.17, Partner must prohibit or severely limit the use of suspension due to a child's behavior. Such suspensions may only be temporary in nature and must follow 45 CFR 1302.17(a) (2-4). Additionally, the Partner cannot expel an EHS/HS child because of the child's behavior except as a last resort and then, only in accordance with the provisions set forth herein; however pursuant to 45 CFR 1302.17(b)(3) if the child's continued enrollment presents continued threat of safety, Partner and WISD will work together to facilitate the transition of the child to a more appropriate placement. In all cases Partner should make documentation (in ChildPlus) of behaviors and interventions provided a top priority. Documentation makes communication between the Partner and the WISD seamless.

- I. Suspensions:
 - a. A temporary suspension must be used only as a last resort in

extraordinary circumstances where there is a serious safety threat that cannot be reduced or eliminated by the provision of reasonable modifications.

- b. Before Partner determines whether a temporary suspension is necessary, Partner must engage with a Mental Health/Behavior Specialist and assigned Early Childhood Specialist, show that provided behavior strategies have been implemented consistently and are not working, collaborate with the parents, and utilize appropriate community resources - such as behavior coaches, LEA, psychologists, other appropriate specialists, or other resources - as needed, to determine no other reasonable option is appropriate.
- c. When a child exhibits persistent and serious challenging behaviors, Partner must explore all steps and document all steps taken to address such problems and facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. §705(9)(b) of the Rehabilitation Act is not excluded from the program based on disability, and consulting with the parents and the child's teacher, and:
 - i. If the child has an Individualized Education Program ("IEP"), Partner must consult with the agency responsible for the IEP to ensure the child receives the needed support services; or,
 - ii. If the child does not have an IEP, Partner must collaborate, with parental consent, with the local agency responsible for implementing IDEA to determine the child's eligibility for services.
- d. If a temporary suspension is deemed necessary, Partner must help the child return to full participation in all program activities as quickly as possible while ensuring child safety by:
 - i. Continuing to engage with the parents and the Mental Health/Behavior Specialist and assigned ECS and continuing to utilize appropriate community resources.
 - ii. Developing a written plan to document the action and support needed.
 - iii. Determining whether a referral to a local agency responsible for implementing IDEA is appropriate.
- e. If, after the Partner has explored all possible steps and documented all steps taken as described in paragraph (a) of this section, Partner, in consultation with the parents, the child's teacher, the agency responsible for implementing IDEA (if applicable), and the Disabilities Specialist determines that the child's continued enrollment presents a continued serious safety threat to the child or other enrolled children and determines the program is not the most appropriate placement for the child, the program must work with such entities to directly facilitate the transition of the child to a more appropriate placement.
- f. Utilizing assessment tools and developmental screenings as well in consultation with the child's parents or guardians the Partner should take every approach to create a culture that is preventative in nature. Seeking assistance from WISD's Disabilities Specialist, Mental Health Specialist,

and ECS early on will help to reduce the number of children that are in danger of suspension.

- g. Expulsions: Partner cannot expel or disenroll a child from the program because of a child's behavior except as a last resort.

28. Partner Staffing. Partner shall recruit, select, and employ a sufficient number of classroom teachers and aides; and shall also recruit, select and maintain an adequate number of volunteers, in order to provide Head Start services to enrolled participants and to adequately supervise all facilities approved by WISD. All Partner staff and volunteers shall be adequately trained and meet the qualifications set forth in 45 CFR Part 1302 Subpart I and State laws and regulations. Partner shall ensure that all staff and volunteers have passed a background check and a criminal record clearance.

- I. Before hiring any personnel or contractors, including teachers, staff, and transportation staff and contractors, directly or through contract, Partner must:
 - a. conduct an interview,
 - b. conduct a sex offender registry check,
 - c. conduct child abuse and neglect state registry check, if available, and
 - d. obtain one of the following:
 - i. State or tribal criminal history records, including fingerprint checks; or,
 - ii. Federal Bureau of Investigation criminal history records, including fingerprint checks.
- II. Partner will submit Program staff qualifications to WISD's Partner Manager at the beginning of the program year and if/when any new staff is hired or transferred into the identified classroom*.
- III. Partner staff and volunteers shall have no contractual relationship with WISD, and Partner shall hold WISD harmless from all claims by such persons against WISD asserting that an employer/employee relationship exists by reason of this Agreement.
- IV. Head Start classrooms will be assigned one (1) Head Start qualified teacher who has a minimum of a bachelor's degree in early childhood education or a related field. Additionally, Partner shall ensure that each Head Start classroom is assigned one (1) Head Start qualified teaching assistant who has a minimum of a CDA credential, are enrolled in a program that will lead to an associate or bachelor's degree or are enrolled in a CDA credential program to be completed within two years of the time of hire. Teacher and Assistant Teacher credentials must be submitted to the WISD for approval prior to applicant being hired. Partner Head Start staff are required to attend New Staff Orientation at the WISD
- V. Partner must ensure staffing is sufficient to meet the adult-child ratios, as specified in Section 14, and class size specifications as required by the Program Regulations and set forth herein. Volunteers cannot be used as substitutes for qualified staff.
- VI. WISD Family Support Specialists shall perform the following functions, with the support of Partner through collaboration and sharing of information:
 - 1. Determine child health status and assist families in accessing a source of

- health care within ninety (90) days of enrollment.
2. Establish procedures to track the provision of health care services.
 3. Establish a system of ongoing communication with the parents of children with identified health needs to facilitate the implementation of a follow-up plan.
 4. Assist families to ensure children are up to date on age-appropriate preventative primary health care, which includes medical, dental, and mental health services.
 5. Engage in a process of collaborative partnership building with parents to identify family goals, strengths, necessary services, and other supportive resources and to develop environments that promote and support father engagement. The process includes the development and implementation of an individualized family partnership agreement to describe family goals, responsibilities, timetables, and strategies for achievement, as well as the inclusion of a tracking process.
 6. Work collaboratively with parents to identify and continually access, either directly or through referrals, services/resources that are responsive to families' needs, goals, and interests to include emergency or crisis assistance, education, or appropriate interventions, as well as opportunities for continuing education.
 7. Work with Partner to ensure the program's settings are open to parents during all program hours and parents are encouraged to observe children and participate with children in group activities when appropriate and reasonable. 45 CFR 1302.34(b)(1).
 8. Work with Partner to provide a variety of targeted developmentally appropriate learning tools for parents and caregivers designed to enhance and support child development.
 9. Collaborate with teaching staff in conducting two home visits and two parent-teacher conferences for every enrolled family during the program year as appropriate. Where feasible, the two home visits should be 60 minutes each. The FSS will attend a minimum of one of the required two home visits. 45 CFR 1302.34(b)(7).

29. Locations and Licensing of Program Facilities. All Program locations, classrooms and facilities shall be approved by WISD in writing prior to serving any Program participants. Partner shall ensure that Program locations and facilities meet the requirements of 45 CFR § 1303 Subpart E.

- I. The name and location of each of the Program facilities that will service Program participants pursuant to this Agreement is/are as follows:
AAPS W. Scott Westerman Preschool and Family Center located at
2775 Boardwalk, Ann Arbor, MI 48104
- II. All Program facilities shall provide a drug and smoke-free environment.
- III. No Program location shall be opened, and no Head Start and/or Early Head Start funds shall be allocated or paid to any Partner that operates a Program location, which does not have an appropriate Child Care License, in good standing, prior to providing services pursuant to this Agreement and throughout the term of this Agreement. Partner shall also secure and maintain copies of current health inspection reports for each Program facility, as applicable. Partner shall provide WISD with a copy of all relevant licenses and health inspection reports for each Program location operated by Partner.

- IV. If, at any time during the term of this Agreement, Partner has any health clearance violations, license revocation, suspension (probationary status), or modification, has been issued or received an order to comply, or if Partner in any other manner loses the clearance or license, Partner shall give written notice to WISD within one (1) business day of any such event.
- V. Partner shall promptly notify WISD of all actions taken by licensing authorities and county, city, fire, or health officials concerning any locations or facilities relating to this Agreement.
- VI. WISD reserves the right to reallocate slots/funding when a childcare license is not in good standing.

HUMAN RESOURCES AND CONDUCT

30. Human Resources Management. Partner shall establish and maintain a system for the management of Program personnel, which shall include a continuous system of employees and evaluation that rates employees within established performance expectations. All wages paid by Partner shall be in accordance with applicable Federal and State laws and regulations.

- I. If HHS, ACF, LARA or WISD, in their sole discretion, either singularly or jointly, at any time during the term of this Agreement, raise a concern regarding any Program personnel, Partner shall promptly and in good faith seek to resolve the matter consistent with legally sound employment practices and shall notify the concerned agency of Partner's actions to resolve the matter and their outcome.
- II. Partner shall maintain all required records, which include all official documents related to the employment of each Program employee. Employee records shall be maintained in an orderly and accessible file system that is kept current. All such records shall be available to supervisors, accountants, auditors, and WISD. Credentials, background checks, the Code of Conduct and, if applicable, Compliance Plan, must be uploaded into each staff member's personnel tab in the ChildPlus database.
- III. Partner shall provide proof of Criminal Record Clearance prior to hire date in the program.

31. Code of Conduct. Partner shall comply with the standards of conduct set forth in Exhibit G and as set forth below. All Partner staff supporting Program activities shall be provided with a copy of the code of conduct to sign and acknowledgement of the same.

- I. Partner must ensure that all employees engaged in the award and administration of contracts or other financial awards sign statements that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.
- II. Partner must ensure protection of personal rights of children, which includes prohibiting the use of corporal punishment, withholding food, etc.
- III. Partner's employees and personnel shall not plan, initiate, participate in, or otherwise aid or assist in the conduct of any unlawful demonstration, rioting or civil disturbance and, if they do, their employment may be subject to discipline, up to and including termination, to the extent such action is not inconsistent with the First Amendment.
- IV. Partner shall abide by all applicable federal and Michigan laws and regulations regarding conflicts of interest, which require that no employee, officer, or agent of Partner shall

participate in the selection, award, or administration of a contract if any of the following has a material financial interest in the contract:

- a. The employee or a member of their immediate family;
- b. An organization in which any of the above is an officer, agent, or employee; or
- c. A person or organization with which any of the above individuals has any arrangement concerning prospective employment or compensation.

32. **Confidentiality.** Partner, its agents and employees, shall comply with WISD's policy on confidentiality, attached as Exhibit F.

33. **Nondiscrimination.** Persons with responsibilities in the operation of the Program shall not discriminate with respect to any such program, project, or activity based on, race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected characteristic be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with, the Program. No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity may discriminate against any individual because of a handicapping condition in violation of section 504 of the Rehabilitation Act of 1973. Partner must ensure nondiscrimination in operation of the Program in compliance with this section, 42 USC § 9849 and governing HHS regulations, including 45 CFR Parts 80 and 84. Persons with responsibilities in the operation of the Program shall comply with the Elliott-Larsen Civil Rights Act, MCL 37.2101 *et seq.*

34. **Compliance with Laws.** In the performance of this Agreement, Partner will comply with applicable laws, rules, and regulations, including those set forth in the Act and implementing regulations and state, local and municipal regulations concerning, but not limited to, licensing, planning, zoning, health, and safety. Partner will provide documentation showing compliance within five (5) days in response to any request for the same by WISD.

ACCOUNTING AND FINANCIAL MANAGEMENT

35. **Agreement Limited to Head Start and Early Head Start Funds.** Approved invoices shall be paid only from Head Start/Early Head Start funds granted to WISD by ACF. Partner hereby waives any claim it may have against any non-Head Start funds of WISD.

36. **Invoices for Payment.** To receive the payment provided for by this Agreement, Partner shall submit to WISD complete and accurate invoices that specify the number of enrolled participants for the time-period of the invoice, subject to the requirements herein. Invoices shall be satisfactory to WISD in form and substance to qualify for payment.

- I. Invoices must include the following supporting documentation:
 - a. ChildPlus.Net enrollment report
 - b. Proof of non-Federal share (in-kind) contribution
 - c. Reimbursement is based on set cost per child applied over twelve billing cycles.
 - d. CACFP Meal Count report outlining children enrolled under this contract to verify participation in the CACFP program.
- II. Invoices must be submitted quarterly. Invoices must be submitted by the 15th day of the month following the month in which the services were performed, and the costs incurred.

The quarterly dates are: 1st quarter: July-September; 2nd quarter October - December; 3rd quarter January-March and 4th quarter April- June. WISD shall make payment to Partner within thirty (30) business days of receipt of Partner's timely and accurate invoice. WISD shall have no obligation to pay Partner for any amounts contained on invoices received more than thirty (30) days following termination or expiration of the Agreement.

37. **Close-Out.** Partner agrees to cooperate fully with WISD to ensure that Partner's operation of the Program is closed-out within thirty (30) days of the expiration or termination of this Agreement. All materials and goods purchased with Head Start funds should be inventoried and submitted back to the WISD at the expiration and termination of this Agreement.

38. **Financial Management System.** Partner shall establish such fiscal controls and accounting procedures as required by ACF and WISD, by applicable laws and regulations, including 45 CFR Part 75 and 2 CFR Part 200, and in accordance with accepted accounting procedures.

39. **Other Income and Funding.** Program must obtain prior written approval from WISD to execute the following:

- I. Program income generated because of any service or activity.
- II. Any additional funding that materially affects the cost and/or quality of the Program.
- III. Any funds obtained from other agencies related to the Program and/or for which Head Start and/or Early Head Start funds are allocated, including, but not limited to, food reimbursement payments.
- IV. Partner shall follow the requirements of 45 CFR Part 75 regarding the use of Program income. Partner shall not expend Program income unless and until authorized, in writing, by WISD.
- V. WISD has sole discretion to determine how to apply budgeted Head Start and/or Early Head Start funds to supplement by additional Program funding or income.
- VI. Program must obtain prior written approval of disposition of supplies/equipment funded under this Agreement.

40. **Disallowed Costs.** Partner will be liable for and will reimburse WISD any amounts expended under this Agreement found not to be in accordance with HS and/or EHS or found not to be in accordance with the provisions of this Agreement. Disallowed Costs are defined by 2 CFR 200 of the Uniformed Guidance. HHS, ACF, OHS, and WISD can identify a disallowed /unallowable cost. When a cost is disallowed, it must be repaid using a non-federal source.

REPORTING, OVERSIGHT AND RECORDKEEPING

41. **Reporting Requirements.** Partner must submit to WISD the reports specified in Exhibit C in the frequency specified therein and, in a form, and substance acceptable to WISD. An acceptable form and substance of such reports may be a hardcopy or electronic file, such as a PDF or Word document. Upon written notice to Partner, WISD may require Partner to submit other or additional reports or may change the frequency of reporting required by this

Agreement. Failure to provide timely reports regarding potential or actual claims and incidents relating to the Program is a material breach of this Agreement and a threat to the health and safety of Program participants, and as such, may result in immediate termination of this Agreement.

42. Audit and Monitoring. Partner shall cooperate with any audits performed by or on behalf of WISD and which relate to the Program and /or this Agreement, including but not limited to audits performed pursuant to 2 CFR Part 200.

- I. The Office of the Inspector General, the Comptroller General, the federal government, and WISD, or their individual designees, including but not limited to independent auditors, shall have the right to monitor and audit Partner and all subcontractors providing services under this Agreement through on-site inspections and audits and other lawful means. Such monitoring and audits shall be conducted at the discretion of anyone of the above-identified entities according to all applicable laws and regulations. Partner agrees to accept responsibility for receiving and/or complying with any audit findings and recommendations relating to Partner's performance under this Agreement.
- II. Partner shall conduct audits relating to its solvency and/or its operation of the Program as required by best accounting and management practices, and by Federal and/or State laws and regulations. Upon WISD's request, Partner shall make any such audits promptly available to WISD.
- III. Partner shall make the following documentation available to WISD upon request for review and monitoring: Payrolls, receipts, paid invoices, contracts, vouchers, cashed checks, applicable government licenses, and any other documentation related to the performance of this Agreement and its obligations hereunder, the Program, and any Services provided herein.

43. WISD Oversight and Audit of Programs.

- I. As specified in 45 CFR § 75.342, WISD shall monitor the performance of Program activities on an ongoing basis in accordance with the monitoring schedule prior to the start of the program year. WISD shall review each program, functions, and activity to assure that adequate progress is being made towards achieving the goals of the Program, including the goal of sound fiscal management, Partner shall cooperate in all ways reasonable and appropriate to assist WISD in these monitoring activities.
- II. WISD shall conduct an annual Program assessment using the applicable ACF program or a self--assessment process. Partner must participate in WISD's self-assessment process by participating in training activities, completing assessment reports and preparing plans to correct non-compliances or deficiencies that are or may be identified through the assessment process. Partner further agrees to participate in the Federal On-Site Review process conducted of the WISD by the Department of Health and Human Services, Office of Head Start, as identified.
- III. The Partner must follow all Head Start and WISD Head Start approved policies and procedures. Failure to do so may lead to Partner having deficiencies recorded and action plans created and ultimately termination of

this Agreement.

44. Access to Records, Site and Personnel. In accordance with the provisions of 45 CFR § 75.364, WISD, the HHS awarding agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, including independent and internal auditors, must have the right of access to any facilities, sites, documents, papers, digital records, or other records of Partner and any subcontractors that relate to this Agreement or any aspects of the Program, including Program finances, staffing, operations and management. The right to access herein includes the right to copies of any such records. The right to access also includes access to personnel of Partner and sub- contractors to interview regarding the Program and Program documents.

- I. This right of access shall continue for as long as records are retained but, in no event, be less than the required retention period set forth herein, below.
- II. Such access must be granted by Partner, and any contractor employed by Partner, at any reasonable time or during normal business hours. In the event the records sought are maintained outside Washtenaw County, Partner shall, at its sole cost, make said records available at WISD's principal place of business within ten (10) days after receipt of written notice from WISD.

45. Public Access. Partner shall provide reasonable public access to information and records pertaining to the Program. Partner shall not comply with any such request for access by the public until ten (10) days after providing WISD written notice of such request. Pursuant to 45 CFR § 75.364, Partner shall not impose any conditions which limit public access to records and information, except that Partner shall not release records or information which WISD has determined are confidential and are exempted from disclosure. This section does not require Partner to permit public access to Partner's non-Program records.

46. Record Retention. Partner shall retain all financial and programmatic records, supporting documents, statistical records and other records of contractors and subcontractors for a period of three (3) years from the starting dates as specified in 45 CFR § 75.361 subject to the following qualifications:

1. If any claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
2. If records are transferred to WISD by Partner, upon the sole determination of WISD that the records will be continuously needed for the joint use of WISD and Partner, WISD shall assume the responsibility for retention of these records.
3. If this Agreement is terminated or if Partner is not refunded in subsequent years, the record retention requirement remains applicable. At WISD's sole option, some or all the records related to the performance of this Agreement may be ordered transferred to WISD. To the extent that such records are transferred to WISD, WISD shall assume the responsibility for retention of these records.
4. If prior to termination of the three (3) year period WISD has notified Partner of a longer period of retention required by applicable law or regulation, Partner shall comply with the longer period of retention as set forth in WISD's notice.

CORRECTIVE ACTION, REMEDIES AND NON-APPEAL

47. Procedures for Corrective Action. Prior to termination and in the event of a defect of deficiency in the operation of the Program by Partner, its agents, employees, or contractors,

WISD, in its sole discretion, may provide Partner an opportunity to remedy the noncompliance and take corrective action according to the procedures set forth herein.

- I. WISD may give written notice to Partner which sets forth the nature of Partner's noncompliance and a procedure to cure the noncompliance and a deadline by which Partner must have completed corrective action and provided WISD evidence of compliance. WISD, in its sole discretion and based on the circumstances, will determine the appropriate corrective action and time for compliance.
- II. WISD may impose any conditions on Partner's performance that are required by HHS/OHS and attached to its Notice of Award if such conditions impact or are required of Partner to implement this Agreement. Conditions include but are not limited to the following:
 - a. Any concern identified by WISD as potentially qualifying as being an area of noncompliance must be resolved within the time herein.
 - b. Any noncompliance identified by WISD must be resolved within thirty (30) days of the date that WISD has given Partner notice of the alleged noncompliance.
 - c. Any areas of noncompliance not corrected within thirty (30) days of the date that WISD has given Partner notice of the alleged noncompliance will be termed a deficiency by WISD. Deficiency is defined as: a threat to the health, safety, or civil rights of children or staff; a denial to parents of the exercise of their full roles and responsibilities related to program operations; a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management; the misuse of Head Start funds; loss of legal status or financial viability loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; failure to meet any other Federal or State requirement, including but not limited to LARA, that the agency has shown an unwillingness or inability to correct, after notice from the Secretary of HHS, within the period specified; systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or an unresolved area of noncompliance.
 - d. WISD shall give Partner written notice of any alleged deficiency and any deficiency that remains uncorrected after thirty (30) days from the date of this Notice of Deficiency may result in loss of funds.
- III. WISD may provide, or provide for, reasonable technical assistance to aid in correcting the noncompliance upon the request of Partner.

48. De-obligation of Funds. WISD may de-obligate or reduce the funds provided for by this Agreement as set forth herein.

1. Should Partner fail to achieve and maintain full enrollment by providing licensed facilities and adequate qualified staff in the Program or otherwise fail to meet its performance standards as identified in this Agreement or fail to properly or timely expend the funds allocated pursuant to this Agreement.
2. Should funding to WISD relating to the performance of this Agreement be reduced, WISD may de-obligate or reduce funds allocated to Partner in proportion to the amount reduced by the funding entity.
3. In the event of de-obligation or reduction of funds as set forth herein, WISD will provide

Partner written notice of the action and may unilaterally amend this Agreement and supporting exhibits to reflect the de-obligation.

49. Early Termination of Agreement. The Parties may terminate this Agreement, in whole or in part, as set forth below. The right to terminate is not exclusive and is in addition to any other rights and remedies provided by law or this Agreement.

- I. Termination by WISD. WISD may terminate this Agreement without cause upon sixty (60) days' written notice, unless otherwise provided herein. This Agreement may be terminated by WISD immediately for cause, upon occurrence of any of the following conditions:
 - a. If Partner, or any of its subcontractors, causes a breach of any material term of this Agreement. A material breach shall include but is not limited to intentional misrepresentations of Program data or enrollment or making false certifications by this Agreement, fiscal mismanagement, and failure to comply with applicable laws, regulations, and performance standards in Program operations.
 - b. If Partner dissolves, defaults, becomes insolvent, has assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, has a receiver appointed for its property, or otherwise cannot pay its debts as they become due.
 - c. If sufficient funds are no longer available from the funding source(s).
 - d. Failure to provide timely and accurate reports regarding potential or actual claims and incidents relating to the Program.
 - e. If Partner is unable or unwilling to comply with any additional Program requirements as may be lawfully applied by HHS or WISD.
 - f. If there is a threat to the health or safety of Program staff and/or participants.
- II. Termination by Partner. Partner may terminate this Agreement, with or without cause upon sixty (60) days' written notice to WISD. The effective date for a termination by Partner shall be agreed between the parties and must allow for the most efficient and effective transfer of services provided for by the Agreement, but in no event shall be less than sixty (60) days from the notice of termination.
- III. Cooperation. In the event of a termination, Partner agrees to cooperate with WISD to close out Program operations or transition Program operations as applicable. Any property procured by Partner with Head Start funds and all Program documents, data, studies, and reports shall, at the option of WISD, become the property of WISD or be otherwise disposed of as directed by WISD.
- IV. Costs after Termination. Partner shall not incur any debt or obligation relating to the Program after the effective date of such termination, unless expressly authorized in writing by WISD. WISD shall pay Partner for services provided through the date of termination, except that WISD may withhold payment to Partner to act as a set off until such time as the exact number of damages owed to WISD is determined, in the event damages are disputed.

50. **Liability: No Waiver.** WISD shall have no liability to Partner for any damages, including consequential damages, incurred because of a de-obligation of funds or for termination of this Agreement as provided for herein. Neither party shall be relieved of liability to the other party for any damages sustained by that other party by virtue of any breach of the Agreement by the first party or resulting from an improper termination of this Agreement by the first party. The remedies under this section do not constitute a release or waiver of liability by either Party unless provided in writing.
51. **No Right to Appeal.** Partner shall have no right to appeal the termination of this Agreement, or the de- obligation or suspension of funds provided for by this Agreement. Partner expressly waives any appeal rights set forth in 45 CFR § 1303 Subpart D.
52. **Property.**
- I. Notwithstanding any other provision of this Agreement, Partner shall not make any improvement to real property or equipment purchased with Head Start/Early Head Start funds obtained through this Agreement in the amount of \$5,000 or more without the advance written approval of WISD.
 - II. Partner shall exercise due care in the use, maintenance, protection, and preservation of WISD- owned property, which shall include insurance coverage against loss or damage to such property, with funds provided under this Agreement.
 - III. Partner shall keep an inventory of all property acquired with Program funds and submit to the WISD annually by May 30th. Partner shall deliver all such property to WISD upon termination of this Agreement. Partner must seek prior approval in writing from the WISD to dispose of, destroy, or improve supplies purchased with Head Start or Early Head Start funds.
53. **Insurance.** During the term of this Agreement, Partner shall maintain insurance coverages in conformance with the provisions of Exhibit E. The Partner must maintain and provide a copy of insurance to the WISD on an annual basis, by June 30 with submission of annual signed contract.
54. **Delegation/Subcontracting/Assignment.** Partner's obligations under this Agreement may not be transferred by subcontract, assignment, delegation, or notation without the prior express written consent of WISD. Any attempt by Partner to assign, delegate or subcontract any performance of its obligations hereunder without the written consent of WISD, may be deemed void within WISD's sole discretion. Any such subcontract, delegation, or assignment shall be subordinate to the terms of this agreement. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of this Agreement, and all applicable Federal, State, and local laws and regulations.
55. **No Third-Party Obligations.** Partner may not enter into any written or oral contracts for the operation of any part of the Program without the prior written approval of WISD.
56. **Indemnification.** Except for the intentional or willful misconduct of WISD, Partner agrees, to the extent permitted by law, to indemnify, defend, and hold harmless WISD and its officers, agents, employees, and volunteers, from and against any suits, actions, claims, causes of action, demands, judgments, liens, and losses (including attorney's fees and costs) whatsoever, arising out of or relating to, the acts, omissions, and obligations of Partner, its officers, agents, employees, contractors, and volunteers, under this Agreement.

- I. WISD may select defense counsel of its choosing for the purposes of its legal representation in defense of any action in which Partner is being required to defend WISD.
- II. This indemnification clause's provisions shall not be limited to or by insurance coverage availability.
- III. Partner further agrees to waive all rights of subrogation against WISD for any loss, cost or expense arising out of, or relating to, WISD's alleged failure to fulfil any obligations relating to this Agreement.
- IV. Partner's duty to defend and indemnify WISD survives the expiration and termination of this Agreement.

57. Press Release and Communication. Communication with the press, television, radio, or any other forms of media Partner shall make specific reference to WISD as the sponsoring agency, which is funded by the Administration for Children and Families, Department of Health and Human Services. All contacts with the media concerning the operation of the Program shall be reported immediately to WISD.

58. Entire Agreement/Modifications. This Agreement constitutes the entire agreement between the Parties. Except as otherwise provided in this Agreement, this Agreement may be modified, altered, or revised only on the written consent of both parties hereto. The parties acknowledge this Agreement is subject to any additional restrictions, limitation, policies, or conditions enacted, by the federal or state government, any applicable local government or any law or regulation enacted, by the federal or state government or any applicable local government which may affect the provisions, terms, or funding of this Agreement, and WISD may unilaterally amend this Agreement solely in this regard.

59. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

60. Titles. The titles to the paragraph of this Agreement and the Exhibits thereto are solely for the convenience of the parties and are not an aid in the interpretation of this Agreement.

61. Waiver. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Party against whom waiver is asserted.

62. Attorney's Fees. If a Party brings a legal action to interpret or enforce this Agreement, the prevailing Party shall recover, in addition to any other relief, reasonable attorney's fees and costs incurred in such action. If no monetary relief is granted, the prevailing Party shall be as determined by the Court.

63. Michigan Law. Except where controlled by federal statutes or administrative regulations, this Agreement shall be governed according to the laws of the State of Michigan.

64. Venue. Any legal action brought to interpret or enforce this Agreement shall be brought in the Circuit for the County of Washtenaw or other Michigan court of competent jurisdiction and proper venue.

65. **Notices.** Any notice required by this Agreement shall be deemed to have been sufficiently communicated when (1) personally delivered; or (2) on the second business day after mailing by overnight delivery, postage prepaid to the following: Ann Arbor Public Schools, Attn: Jazz Parks, Superintendent, 2555 S. State St., Ann Arbor, MI 48104; and Washtenaw Intermediate School District, Attn: Naomi Norman, Superintendent, 1819 S. Wagner Rd., Ann Arbor, MI 48103.
66. **Authority.** By signing below, the signatories represent they have the authority to execute this Agreement on behalf of the respective Parties.
67. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.
68. **Definitions.** All abbreviations and acronyms in this Agreement shall have the meaning defined by this Agreement, or where not defined herein, as defined by the Act and implementing regulations.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their names and on their behalf by their duly authorized representatives effective as of the effective date first written above.

 [Signature]

 [Signature]

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EXHIBIT A

REIMBURSEMENT REQUEST (example)

Period of this Request:		Through :		Submission #:	
Description	APPROVED BUDGET	CUMULATIV E EXPENSES	PREVIOUSLY APPROVED	CURRENT EXPENSES	(OVER) / UNDER
Personnel					
	\$	\$ -	\$ -	\$ -	\$
	\$	\$ -	\$ -	\$ -	\$
	\$		\$ -	\$ -	\$
	\$	\$ -	\$ -	\$ -	\$
	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
	\$	\$ -	\$ -	\$ -	\$
	\$	\$ -	\$ -	\$ -	\$
	\$	\$ -	\$ -	\$ -	\$
	\$	\$ -	\$ -	\$ -	\$
		\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
	\$	\$ -	\$ -	\$ -	\$
	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
	\$	\$ -	\$ -	\$ -	\$
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$	\$ -	\$ -	\$ -	\$
Signature of Sub-Recipient Business Office Official		Date Signed			

INFORMATION

1. Report Head Start expenditures on this form. Monies expended from local or other federal sources should be excluded.
2. Report only actual expenditures. Do not use estimates.
3. Report all expenditures on this report at the end of each period on a year-to-date basis.
4. At a minimum, this report is to be completed at the end of each calendar year quarter.
5. Attach records of line item expenditures with the quarterly report.
6. Attach Grant Funded Personnel Report.
7. Reports are to be received by the WISD within 15 days of the end of each quarter.
8. Send reports to LaDawn White, Preschool Grant Manager, Washtenaw Intermediate School District, 1819 S. Wagner Road, Ann Arbor, MI 48106
9. Questions concerning Head Start expenditures should be directed to LaDawn White whitel@washtenawisd.org

By signing the reimbursement request, I certify that this report was prepared by, or in cooperation with the business office. I further certify that the Agency records provide proper accountability for reported revenues and expenditures.

Staffing and Volunteers- Appropriately qualified, trained staff will be employed to provide services and ensure required child/staff ratios and volunteers will be fully utilized whenever possible. WISD may request Partner to employ additional staff to support the program and services when existing staffing structures are not sufficient.

EXHIBIT B

CONTACTS ROSTER

Title	Contact Person WISD 734-994-8100
Executive Director	Edward Manuszak x1275
Assistant Director	Alicia Kruk x1272
Preschool and Early Ed Coordinator	Kim Whiren x1322
Family Services Coordinator	Althea Wilson x3078
Grants Manager	LaDawn White x1384
Office Professional	Joe Allison x1832
Family Community Partner Specialist	Niema Lewis (nlewis@washtenawisd.org)
Family Support Specialist	Robin Dye (rdye@washtenawisd.org)
Family Support Specialist	Ryan Griffith (rgriffith@washtenawisd.org)
ERSEA Specialist	Christine Messer x1565
Health Specialist	Diana McPeck x3092
Education Manager	Melissa Pinsky x3071
Quality Assurance Specialist	Teresa Harrington x3079
Data Intake Specialist	Julie Simpson x1551
Mental Health Specialist	Carly Ly x1834

EXHIBIT C
MONTHLY REPORT CHECKLIST

Partner/Site: _____ Month/Year of: _____

In accordance with Part 1304.51(h)(1) of the Head Start Performance Standards, the following reports are due at the WISD Head Start Office by the 5th of each month, following the month being reported. To assist you in submitting a complete package of reports, use this checklist as you gather materials, checking each item as you include it in the packet, putting the forms in the order listed.

- ☐ Quarterly Reimbursement Sheet (July-September due October 15) (October-December due January 15) (January- March due April 15) (April-June due July 15)
- ☐ Directors Monthly Report- to be completed in Child Plus no later than the 5th of each month
- ☐ Health & Safety Checklist- prior to the first day with students
- ☐ Community Assessment (Due February 15)
- ☐ Quality Improvement Documentation
- ☐ Audit report (Due 180 days after the end of the Partner fiscal year)
- ☐ Inventory of all equipment (Due May 15, 2025)
- ☐ Budget and Narrative to be submitted into GABI February 15, 2025 (attach copy)
- ☐ Any changes in program (including names of new staff with credentials)
- ☐ Any changes in Parent Representatives to Policy Council
- ☐ Partner Recruitment Plan and Efforts (uploaded in ChildPlus: Monthly)
- ☐ Policy Committee Minutes including year to date budget report(uploaded in ChildPlus: Monthly)
- ☐ Other (please specify): _____

WITHIN 24 HOURS REPORTING REQUIREMENTS

Item	Instruction/Notes	
Licensing Visit Violation	Contract requirement	Email notification to Assistant Director report from Licensing on all visits within 24 hours
Child Suspension	HSPS 1302.17/ Contract requirement	Email notification to Assistant Director
Incident/Notification of Claims Reports	Contract requirement	See contract for specific information
Ouch/Accident Reports		All Ouch and/or Accident Reports must be made available for review within 24 hours of occurrence

FY24 Incident Reporting Form

How to Use This Resource

When health and safety incidents occur, Head Start recipients are required to report to the Office of Head Start (OHS) Regional Office immediately or as soon as practicable, and not later than seven calendar days following the incident. Head Start recipients should not wait for the completion of state or other investigations but should report immediately or as soon as practicable.

Recipients are responsible for reporting the following incidents, precipitated by staff, consultants, contractors, or volunteers, of:

- Potential child abuse, neglect, and inappropriate conduct by program staff, consultants, contractors or volunteers.
- Inadequate supervision.
- Unauthorized release.
- Child injuries resulting from intentional or unintentional acts (such as playground injuries) that require either hospitalization or emergency room medical treatment, such as a broken bone; a severe sprain; chipped or cracked teeth; head trauma; deep cuts; contusions or lacerations; or animal bites.

This sample form can be used or adapted to fulfill this requirement; however, it is not required. If the recipient has an incident form readily available containing the information requested on this form, then the recipient's existing form may be used.

Submit this form, or the recipient's incident form with similar information, via the Head Start Enterprise System (HSES) Correspondence tab, with attention to your assigned Program Specialist, and copy the Supervisory Program Specialist or Regional Program Manager. Please include all information or documentation pertinent to the incident being reported. Please do not include any personal identifiable information (PII) for children and adults involved in the incident.

If you have any questions or need assistance completing this form, please reach out to your assigned Program Specialist.

FY24 Incident Reporting Form

Sample Incident Reporting Form

Part 1: Program Information

Recipient Name: Washtenaw Intermediate School District

Grant(s) #: 05CH010612-06-00

Subrecipient/Partnership: _____

Incident Number	Date incident occurred	Date recipient became aware of incident	Date reported to state, local, or tribal entities	Date reported to OHS
Incident 1				
Incident 2				
Incident 3				

Part 2: Reporting

Has the recipient made reports to the following parties, as needed?

Additional Reporting	Notified? (Y/N/NA)	Date Notified	Additional Details (mode of notification, etc.)
Families of involved or potentially affected children (such as children in the same classroom, setting, etc.)			
Licensing agency or tribal agency			
Law enforcement			
Child Protective Services			
Governing body			
Policy Council			

If law enforcement was involved, please provide the details of their involvement:

If this was reported by a public media source, please provide the details of the news outlet (newspaper, stations, available video, including links to the sources):

FY24 Incident Reporting Form

Is video footage available for any of the reported incidents? Please provide a link to the video available.

Current Status of Incident Investigation

- ☐ Information Gathering (information still being gathered by recipient)
- ☐ Alleged, under investigation by state, local, or tribal entity
- ☐ Substantiated (details have been fully investigated and allegations are substantiated)

Additional details:

Part 3: Type of Incident

Select the type of incident:

☐

Serious Child Injury

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

☐

Inadequate Supervision

Incidents involving lack of supervision while in the care or under the supervision of program staff, consultants, contractors, or volunteers, which includes leaving a child alone anywhere on the grounds of a Head Start facility, as well as outside the facility in a parking lot, on a nearby street, or on a bus or another program-approved transportation or excursion.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

o Number of minutes of Inadequate Supervision

o Child left inside or outside

☐

Unauthorized Release

Incidents where a child is released from a Head Start facility, bus, or other program-approved transportation to a person who does not have the permission or authorization from the child's parent or legal guardian to receive the child, or to a location where no adult is present.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

FY24 Incident Reporting Form

Which of the following best describe the incident? Check all that apply.	
Child is released to an unauthorized adult who is <i>known</i> to the program and/or the child's parent or legal guardian, and...	
The parent or legal guardian has previously given verbal authorization to the program to release the child to this individual.	
The parent or legal guardian has NOT previously given verbal authorization to the program to release the child to this individual.	
The individual is under the age of 18, such as siblings or other relatives.	
The parent or legal guardian has previously informed the program NOT to release the child to this individual because the adult presents risk to the child.	
Child is released to an unauthorized adult who is <i>unknown</i> to the program and/or the child's parent or legal guardian (stranger).	
Child is released to the wrong location or to a location without any adult supervision.	

☐ Potential Abuse, Neglect, or Inappropriate Conduct

Incidents involving program staff, consultants, contractors, or volunteers that instill fear or humiliate a child, or incidents involving suspected or known physical, verbal/emotional, or sexual child abuse.

Which incident does this apply to? ☐ Incident 1 ☐ Incident 2 ☐ Incident 3

Review the definitions below and select the best description of the potential abuse, neglect, or inappropriate conduct reported:

☐ **Physical abuse** is the intentional act by a staff member, consultant, contractor, or volunteer to cause physical harm to a child's body. Physical abuse may result in bruises, lacerations, fractured bones, burns, internal injuries, or serious bodily harm. Select which of the following actions were reported:

- ☐ **Binding** (may also be reported as tying or taping)
- ☐ **Hitting** (may also be reported as smacking, swatting, tapping, slapping, spanking)
- ☐ **Kicking**
- ☐ **Pinching** (may also be reported as poking)
- ☐ **Pulling** (may also be reported as dragging, tugging, grabbing, yanking)
- ☐ **Punching** (may also be reported as popping or striking)
- ☐ **Pushing** (may also be reported as shoving)
- ☐ **Shaking**
- ☐ **Throwing** (may also be reported as tossing, launched, flung)
- ☐ **Corporal or Physical Punishment**
- ☐ **Other** _____

FY24 Incident Reporting Form

- ☐ **Verbal or emotional abuse** occurs when an adult's actions or inactions cause harm to a child's psychological or intellectual functioning. Select which of the following actions were reported:
- ☐ Using isolation to discipline a child
 - ☐ Using toilet learning/training methods that punish, demean, or humiliate a child
 - ☐ Use of public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child
 - ☐ Use of profanity, sarcastic language, threats, or derogatory remarks about the child or child's family
- ☐ **Sexual abuse** is a term used to describe the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children.
- ☐ **Inappropriate Sexual Behavior:**
Any conduct that does not meet the definition of sexual abuse but is derogatory in nature, such as:
- ☐ Verbal comments, gestures, pictures shown, or other communication of a sexual nature to a child by a staff member, consultant, contractor or volunteer.
 - ☐ Making comments that are demeaning, sexually suggestive, or derogatory about gender, body, or clothing.
- ☐ **Neglect:**
Child neglect is frequently defined as the failure of a staff member, consultant, contractor, or volunteer with responsibility for the child to provide needed food, clothing, shelter, and/or medical care to the degree that the child's health, safety, and well-being are threatened with harm.
- ☐ **Inappropriate Conduct:**
Inappropriate conduct is any behavior exhibited by a staff member, consultant, contractor, or volunteer and a child(ren) that is not best practice. The intent of the conduct may be to stop or prevent a child from engaging in an action or behavior, but it is *not* executed in a way that supports age-appropriate behavioral management techniques. Select which of the following actions were reported:
- ☐ Using or withholding food as a punishment or reward
 - ☐ Using physical activity or outdoor time as a punishment or reward
 - ☐ Use of blame or negative labeling of a child
 - ☐ Restraining (does not cause bodily injury)
 - ☐ Pulling (does not cause bodily injury)
 - ☐ Pushing (does not cause bodily injury)
-

FY24 Incident Reporting Form

Part 4: Incident Details

Please fill in requested information in the table below.

	Incident 1	Incident 2	Incident 3
Center name(s)			
Location of incident (e.g., classroom, hallway, playground)			
Time of incident			
Number and ages of children involved			
Activity taking place at the time of the incident			
Classroom ratio at the time of the incident			

Child and Family Information

	Incident 1	Incident 2	Incident 3
Was a child injured as a result of the incident, and if so, what medical care was provided?			
What support has been provided to families of children involved? When was the support provided?			
Is the child still enrolled in the program?			

Adults Involved in the Incident (add details or additional lines as needed):

	Which incident(s) was this adult involved in?	Title and Type of Employment Indicate the title of the individual (do not include an individual's name) and the type of employment (permanent, temporary, substitute, volunteer, contractor)	Hire/Start Date of Individual	Current employment status (e.g., currently working, on leave, terminated)	Date of last criminal record check (CRC)
Adult 1					
Adult 2					
Adult 3					
Adult 4					

EXHIBIT D

DRUG-FREE WORKPLACE REQUIREMENTS RECIPIENTS OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the recipient is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by recipients that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for recipients other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the recipient does not identify the workplaces at the time of application, or upon award, if there is no application, the recipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the recipient's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the recipient shall inform the agency of the change(s), it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Recipients' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a recipient directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the

performance of work under the grant and who are on the recipient's payroll. This definition does not include workers not on the payroll of the recipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the recipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The recipient certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, employee assistance programs
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in medicare or medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/recipient (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which subrecipients shall certify accordingly.

EXHIBIT E
INSURANCE REQUIREMENTS

Certificate of Insurance shall be provided to WISD.

Types of Insurance Partner: Minimums

General Liability	\$1,000,000 per occurrence/\$2,000,000 policy aggregate
Abuse/Molestation	\$500,000 per occurrence/\$1,000,000 policy aggregate
Professional Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Employment Practices Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Worker's Compensation	\$1,000,000 per occurrence

EXHIBIT F

CONFIDENTIALITY OF PARTICIPANT RECORDS

It is the responsibility of all WISD and Partner employees, contractors, and agents to safeguard sensitive and Confidential Information of their clients. Each supervisor /manager bears the responsibility for the orientation and training of his/her employees to ensure enforcement of the confidentiality policy.

Except as required by law, WISD and Partner employees, contractors or agents may not at any time disclose or use, either during current or subsequent employment, any Confidential Information or other sensitive information, knowledge, or data that is received or developed during employment with WISD or Partner.

The term "client" includes students and their parents or guardians.

Confidential information is included but is not limited to the name, address, phone numbers and emails of clients, services provided to clients, reason(s) for such services, client employment or financial history, and all student records (relating to academics, physical or mental health, disciplinary action or otherwise).

Confidentiality shall always be maintained except as disclosure of such information is authorized by the funding source contract provisions, pre-authorization from client, or as required by law or court order.

EXHIBIT G
STANDARDS OF CONDUCT

WISD abides by the Head Start Standards of Conduct as identified in Head Start Program Performance Standard 45 CFR 1302.90(c), requiring staff, Partners, consultants, and volunteers to abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive behavior strategies to support children's well-being and prevent and address challenging behavior.
2. Ensure staff consultants, contractors, and volunteers do no maltreat or endanger the health and safety of children, including, at a minimum, that staff must not: use corporal punishment; Use isolation to discipline a child; bind or tie a child to restrict movement or tape a child's mouth; use or withhold food as a punishment or reward; use toilet learning/training methods that punish, demean, or humiliate a child; use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child; physically abusing a child; use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or, use physical activity or outdoor time as a punishment or reward.
3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and,
5. Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

EXHIBIT H

HEALTH AND SAFETY PROTOCOLS

Partner is required to follow state licensing regarding violations and in addition to licensing, notification to WISD is also required. Licensing Type "A" or "B" violations in any classrooms or outdoors with Head Start/Early Head Start children must be reported to WISD within 24 hours. All other types of violations must be reported to WISD within 48 hours of incident. In addition, any relevant CCL communication received and provided to CCL must be reported to WISD, (i.e., CCL report received, Unusual Incident reports, corrective action plan created in response to violation).

A program must establish a system of health and safety practices that ensure children are always kept safe. Daily checks prior to children arriving, a safety inspection needs to take place for the interior and exterior of the facility, and a monthly inspection for safety. REFERENCE: Performance Standard 1302.47 Safety Practices. This system must be shared with WISD and allow WISD to view the monitoring in place, as well as visit and complete onsite monitoring using the tools created.

A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with Performance Standard 1302.102 that include policies and practices to ensure all facilities, equipment and material, background checks, safety training, safety and hygiene practices, and administrative safety procedures are adequate to ensure child safety. This will include a disaster preparedness plan for each location to include natural and manufactured disasters and emergencies. To ensure the safety of the staff and children, emergency drills (fire, earthquake, and intruder) are required to be conducted on a regular basis throughout the school year. Fire drills are conducted monthly, with the first one completed the same month as program year starts. Earthquake and intruder alert drills will be conducted twice a program year per location. REFERENCE: Performance Standard 1302.47, 1302.90; CA code of regulations, Title 19, CA fire code (403.5.1).

A center base program must have at least thirty-five square feet of usable indoor space per child available for the care and use of children, (exclusive of bathrooms, halls, kitchen, staff rooms, and storage spaces) and at least 75 square feet of usable outdoor play space per child. REFERENCE: Performance Standard 1302.21 (d).

Everyone is responsible for the supervision and well-being of all children in the classroom and outdoor playgrounds. It is the expectation that staff are aware at all times of the children in their care, how many children, and where they are while in their care. The set up in the classroom or the family childcare home must be designed in a way to prevent children from getting into any unsupervised areas inside or outside on the playground. Head counts are important and required to maintain safety, ratios, and accountability of children and staff. A program must maintain health and safety records for monitoring and audit purposes to ensure compliance.

HEALTH SCREENING REQUIREMENTS

All health screenings must be completed every school year for each child and within the required time frames listed in the chart below. This includes collecting a physical exam and dental exam every year.

IMMUNIZATIONS: At the time of a child's initial attendance, a center shall obtain a certificate of immunization showing a minimum of 1 dose of each immunizing agent (DTaP, Pneumococcal Conjugate, Hib, Polio, MMR, Hepatitis B and Varicella). Immunization status must be entered and the immunization record must be attached under the Immunizations Tab in ChildPlus before the child starts school.

When a child whose immunizations were not up-to-date at the time of enrollment has been in attendance for **4 months**, an updated certificate showing completion of all additional immunization requirements must be kept on file, unless there is a signed statement by a licensed health care provider stating immunizations are in progress. A current, certified State of Michigan Nonmedical Immunization Waiver Form will be accepted if a parent or legal guardian holds a religious or other objection that prevents a child from receiving vaccines. Waivers must be uploaded into ChildPlus.

Any child who fails to submit the required immunization information shall not be admitted into the program. A child can be enrolled once the immunization requirement is met.

HEALTH SCREENING	HOW OFTEN?	WHEN DUE AFTER STARTING SCHOOL
Immunizations	before enrollment & ongoing if immunizations are missing	before enrollment
Health History	once & review annually	30 days
Nutrition Assessment	once & review annually	30 days
Physical Exam	annually	30 days
Developmental & Behavioral Screenings	annually	45 days
Vision & Hearing Screenings	annually	45 days
Dental Exam	annually	90 days
Growth Assessment	annually	90 days
Hemoglobin/Hematocrit	annually	90 days
Blood Pressure	annually	90 days
Lead Questionnaire	annually	90 days
Tuberculosis Questionnaire	annually	90 days

EXHIBIT I
TRANSPORTATION SERVICES

If a program does not provide transportation services, either for all or a portion of the children, it must provide reasonable assistance, such as information about public transit availability, to the families of such children to arrange transportation to and from its activities and provide information about these transportation options in recruitment announcements. REFERENCE: Performance Standard 1303.7O(b)

If the program is providing transportation services, the goal of the Transportation Department is to provide safe, effective, and efficient transportation for all children in the program. The Transportation Department is an integral part of the educational system, contributing significantly to the learning process by providing pedestrian safety training and safe, dependable transportation. All accidents involving vehicles that transport children are reported in accordance with applicable state requirements.

If the program provides fieldtrip services, the program must not charge eligible families a fee to participate in Early Head Start/Head Start and cannot in any way condition an eligible child's enrollment or participation in the program upon the payment of a fee. REFERENCE: Performance Standard 1302.1 S(a)

Vehicles used to transport children must be equipped with age, height and weight appropriate child safety restraint systems as defined in part 1305.2. (Child restraint system means any device designed to restrain, seat, or position children that meets the current requirements of Federal Motor Vehicle Safety Standard No. 213. REFERENCE: 49 CFR 571.213

Transportation / Pedestrian safety packet will be provided to each family at the orientation process. The parents will review the packet with staff and sign the cover page. The cover page will go into the child's file and the packet will go with parent for future use.

For the safety of the children, each driver must have up to date rosters and lists of the adults each child is authorized to be released to, including alternates in case of an emergency; and ensure no child is left behind, either at the classroom or on the vehicle at the end of the route. A bus monitor is required when transporting children to and from school. If a school is providing transportation services, it is required to teach safe riding practices, safety procedures for boarding and exiting the bus, crossing the street at stops, danger zones emergency evacuations, and participate in three (3) emergency evacuation drills on the vehicle, each program year.

A program must ensure any person employed as a driver receives training prior to transporting any enrolled child and receives refresher training each year. Training must include classroom and behind the wheel instruction sufficient to enable the driver to operate the vehicle in a safe and efficient manner, safely run a fixed route, administer basic first aid in case of injury, handle emergencies, vehicle evacuations, special equipment, routine maintenance, and safety checks of the vehicle, and maintain accurate records as necessary. This includes topics related to children with disabilities. We must follow LARA and state of Michigan transportation guidelines and in accordance with the WISD Transportation Policy.

EXHIBIT J

INVENTORY

It is the responsibility of the Partner to maintain the inventory of materials including technology, provide technical support to the teaching staff, and repair or replace any that are damaged. Upon termination of contract, all WISD issued technology will be returned to WISD.

Partner will have a written technology policy that governs the use and protection of technology, and includes the following information: employees should have no expectation of privacy of anything created, stored, reviewed, accessed, or deleted from the technology; to only access files or programs for which they have been given authorization; disciplinary actions for unauthorized review of files, dissemination of passwords, damage to systems, and improper use of information.

EXHIBIT K
PUBLIC COMPLAINTS AND GRIEVANCES

Partner agrees to notify WISD's Partner Manager in writing, by the end of the next attendance day of receiving a formal parent complaint. This procedure will be written in the Partner's Parent Complaint Policy. Failure to notify WISD staff regarding a formal parent complaint may result in termination of this Agreement. Partner shall outline parent complaint procedures in their Parent Handbook or similar document that shall be provided to all parents at finalization.

EXHIBIT L
PROGRAM CALENDAR

Washtenaw Intermediate School District Head Start Program Calendar

Date	Event
July 1 – August 16	Recruitment and enrollment
August 19 – August 21 st	Program level Professional Development and Classroom Preparation
August 22 nd – August 23 rd	WISD Early Childhood Conference
August 26 th – August 30 th	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 nd	No School – Staff Holiday
September 3 rd	First Day of Class
November 14 th – November 15 th	No classes - Conferences
November 28 th – November 29 th	No classes – Holiday Break
December 23 rd – January 3 rd	No classes – Holiday Break
January 20 th	No classes – Holiday
February 14 th – 18 th	No classes – Mid Winter Break
March 7 th and March 14 th	Conferences
March 24 th – March 28 th	No classes – Spring Break
June 5 th – June 6 th	No classes Home Visits
June 10 th	Last Day of Class

Children attend Monday through Thursday. Staff report Friday to complete child assessments, teaching team planning, professional development and for Home Visits and Conferences. There will be Friday's added for any classroom time that needs to be made up for building closures.

Total contact time for children in the program – 1022 hours per year, 4 days per week, 146 days per year, 7 hours per day. The Head Start center-based program will begin on Sept. 3.

EXHIBIT M
WISD SELECTION CRITERIA

New Universal Selection Criteria 2025 – 2026

Income	Points	Definition
Foster	200	Includes Kinship – Relatives that are licensed foster parents
Homeless	300	EPHY Liaison Approved “Child must meet criteria for McKinney-Vento Act and paperwork must be submitted.” A-3. What criteria may an LEA consider when determining if a child or youth lives in “substandard housing”? The inclusion of substandard housing in the definition of homeless children and youths has caused some confusion because standards for adequate housing may vary by locality. In determining whether a child or youth is living in “substandard housing,” an LEA may consider whether the setting in which the family, child, or youth is living lacks one of the fundamental utilities such as water, electricity, or heat; is infested with vermin or mold; lacks a basic functional part such as a working kitchen or a working toilet; or may present unreasonable dangers to adults, children, or persons with disabilities. Each city, county, or State may have its own housing codes that further define the kind of housing that may be deemed substandard.
Public Assistance	100	Includes Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), and Supplemental Nutrition Assistance Program (SNAP)* *The Office of Head Start expended its interpretation of public assistance to include SNAP (Supplemental Nutrition Assistance Program). Public Assistance language guidance was updated to include SNAP.
0 -100%	80	Income between 0 – 100%
101% - 250%	20	Income between 101 – 250%
251% and Above	0	Income 251% and above

Age – Based on Class Age of December 1st	Points
18-24	30
25-30	20
31-36	5
37-48	40
49-59	20

Educational Risk Factors	Points	Definition
IEP with Inclusive Preschool/Michigan Mandatory Special Education (MMSE) IFSP	60	A child who has an active inclusive IEP IEP child transitioning from ECSE
Current IFSP (Part C)/IEP	45	A child who has an active IFSP/IEP Documented disability and receiving services through Early on
Documented Development Concerns (child)	15	Documented developmental concerns by a professional. <ul style="list-style-type: none"> Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

		Noted from a professional but not receiving any services. Referral needed
Parent Concern	5	Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

Previously Enrolled	Points	Definition
Early Head Start/Head Start	5	A child who has been a participant (received services) in Early Head Start/Head Start but is no longer due to a break in service. This also includes children who had received services in another county/state.
Early On	7	A child who has been a participant (received services) in Early On but is no longer due to a break in service. This also includes children who had received services in another county/state.

*Grey indicates a drop-down box. This section was updated.

Additional Risk Factors	Points	Definition
<ul style="list-style-type: none"> Applicant Experienced Physical, Sexual, and Verbal Abuse. Applicant Experienced Physical and/or Emotional Neglect The applicant witnessed abuse of the family or household. 	30	<p>Physical abuse is deliberately aggressive or violent behavior by one person toward another that results in bodily injury. (American Psychological Association)</p> <p>Sexual abuse is unwanted sexual activity, with perpetrators using force, making threats, or taking advantage of victims not able to give consent. (American Psychological Association)</p> <p>Verbal abuse is extremely critical, threatening, or insulting words delivered in oral or written form and intended to demean, belittle, or frighten the recipient. (American Psychological Association)</p> <p>Child neglect is the denial of attention, care, or affection considered essentially for the normal development of a child's physical, emotional, and intellectual qualities, usually due to indifference from, disregard by, or impairment in the child's caregivers. (American Psychological Association)</p> <p>Domestic Violence is a pattern of behaviors used by one partner to maintain power and control over another partner in an intimate relationship. (National Domestic Violence Hotline)</p>

Caregiver has History of Domestic Violence/Abuse	20	Combo of domestic violence Applicant would get one or the other
History of substance abuse of Parent/Caregiver	20	Substance abuse is a pattern of compulsive substance use marked by recurrent significant social, occupational, legal, or interpersonal adverse consequences, such as repeated absences from work or school, arrests, and marital difficulties. (American Psychological Association)
Documented Chronic Physical/Mental Illness and/or Exposure to toxic substances for child, parent and/ or siblings.	15	<p>Documented chronic physical/mental illness by a medical professional.</p> <ul style="list-style-type: none"> Chronic physical illness is defined as an enduring health problem that will not go away – for example diabetes, asthma, arthritis, or cancer. Chronic physical illness can be managed, but they cannot be cured. Severe allergies- for example a food allergy. With documentation from Medical Professional. <p>Mental illness are health conditions involving change in emotion, thinking or behavior (or a combination of these). Examples are depression, anxiety, obsessive compulsive disorder, post-traumatic stress disorder, etc.).</p> <p>Exposure to toxic substances known to cause learning or developmental delays. Documentation:</p> <ul style="list-style-type: none"> Medical or hospital records Parent report Social services referral <p>Including but not limited to.</p> <p>Examples of substances include lead, mercury, water pollution, etc.</p> <p>Prenatal or postnatal toxic exposure including Fetal Alcohol Syndrome, children born addicted, or environmentally induced respiratory problems.</p>
Death in Immediate Family	20	A death in the household/immediate family member. This includes any family member that has close ties and is actively involved. This includes deaths due to COVID.
Guardian is not Parent (non-foster)	10	The Guardian of child is not the biological parent and is not in foster care

Parental separation/ Extended absence Drop box: divorce deportation incarceration military service	Drop down: 10	At any point of a child's life
Exposure to violence in applicants living environment and/or exposed to traumatic event.	10	Exposure to violence or traumatic events can harm a child's emotional, psychological, and even physical development. Including but not limited to: <ul style="list-style-type: none"> • Neighborhood shootings • Neighbors fighting • Witnessing death • Family disturbance such as fights.
Refugee Humanitarian Parolee/ Immigrant fleeing violence	10 points	Family or child: <ul style="list-style-type: none"> • Within 12 months
Documented Severe or Challenging Behavior	10	Child has been expelled from preschool or childcare center. Child's behavior has prevented participation in another group setting or mental health professional has referred. Documentation: <ul style="list-style-type: none"> • Exclusion from other preschool/childcare programs • Social services or medical referrals • Parent interview questions/report • Legal report or restraining order • Staff documentation on home visits or other contacts Definition per the Great Start Readiness Program eligibility factors
Behavior Concerns (Child)	5	Behavioral concerns by an educational or medical professional. <ul style="list-style-type: none"> • Behavioral concerns include behaviors that would potentially limit the educational experience of the child without behavioral intervention. Noted from a professional but not receiving any services. Referral or doctor note needed. Or Parent Concern

Family Primary Language is not English	5 points	English is not spoken in the child's home; English is not the child's first language. Documentation: • Parent or advocate report Definition per the Great Start Readiness Program eligibility factors
Single Parent	10	An individual bringing up a child without the other parent living in the home.
Parent and/or siblings Chronic physical/mental illness/diagnosed disability.	5	Includes parent(s) with a learning disability.
Unstable Housing	5	Is in home foreclosure or has frequent changes of residence – 3 times (multiple move) within 12 months – referenced health people.gov
Parent Lacks High School Diploma/GED/has noticeable literacy issue	10	Current caregiver has not graduated from high school/GED or is illiterate
Parent was a Teenager	10	Teen parent (not age 20 when first child born) If child is a much later birth, rather than the first child of a teenager or one of several in proximity, the factor may or may not cause risk and should be examined carefully. Documentation: • Birth certificate • Ages of siblings Definition per the Great Start Readiness Program eligibility factors
4 or more children in the immediate family	3	A family that has 4 or more children living in the home
Child has no Health insurance at time of Enrollment.	5	At the time of application. The family has no active health insurance
Child does not have an established medical home or an Established Dental Home (for children 1 year or older) at the time of enrollment.	3	Family cannot provide name or information about a medical home and dental home during enrollment.

Early Head Start Only	Points	Definition
Birth weight <5.8 lbs. (under 24 months)	10	Parent/Guardian report

Color Key Codes

Required Factor

ACEs (Adverse Childhood Experiences)

GSRP (Great Start Readiness Program)

EXHIBIT N
**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED
CERTIFICATIONS AND ASSURANCES**

SF 424B

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended,

relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complies, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection

of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress,

an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Date

Title

Applicant Organization

EXHIBIT O
WASHTENAW INTERMEDIATE SCHOOL DISTRICT HEAD START/EARLY HEAD START
BY-LAWS

BY – LAWS

ARTICLE I - NAME

The name of this organization shall be Washtenaw Intermediate School District Head Start/Early Head Start Policy Council, hereafter known as WISDHSPC.

ARTICLE II - PURPOSE

Section 1. Provide in-put to the Washtenaw County Intermediate School District Head Start/Early Head Start Board of Education concerning the local Head Start/Early Head Start Programs.

Section 2. Assist in the planning and development of Washtenaw County Intermediate School District Head Start/Early Head Start in an effort to create better program operation and communication between staff and parents.

Section 3. To bring Head Start/Early Head Start, the community at large, and the general public in closer communication.

Section 4. To provide in-put to the Administration of Children, Youth, and Families, (ACYF) and to serve as a link between local programs and the Michigan Head Start/Early Head Start Association.

ARTICLE III - MEMBERSHIP

Section 1. Control: The business and affairs of WISDHSPC shall be managed and controlled by its members.

Section 2. Selection of Members:

A. There shall be one (1) parent member per every 50 enrolled Head Start students and one (1) alternate elected from each site, and Early Head Start. All program options must be proportionately represented. Each member shall have voting privileges. Alternates may only have voting privileges in the absence of other voting members.

B. Community Representatives - There shall be three (3) Community Representatives elected by the parent members of WISDHSPC. Community representatives shall have voting privileges and may be parents of past enrolled children.

C. Washtenaw Intermediate School District Board of Education- There shall be one (1) WISD Board of Education member to serve as a liaison between Policy Council and the WISD Board of Education. The liaison shall have voting privileges.

Section 3. Membership Term: The members of WISDHSPC shall serve for a period of one (1) year.

- If the member intends to serve for another year she/he must stand for re-election.
- A policy council member, and policy committee member at the delegate level, may serve no more than (5) five terms.

Section 4. Resignations: Any member of WISDHSPC may resign in writing to their local center Chairperson. The chairperson will then report it to the Policy Council.

Section 5. Vacancy: Any vacancy occurring in this organization shall be filled according to Article III, Section 2.

Section 6. Removal of a Policy Council Member: Any member of WISDHSPC may be removed from the Policy Council membership by 2/3 majority of the quorum by secret ballot vote if the procedures below have been followed:

A. When a Policy Council member is deemed by the Appeal Committee not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson in writing of his/her performance deficiencies and shall be given not less than (30) days to make the necessary improvements. If the member does not make necessary improvements within the period to justify retention, s/he may be removed following secret ballot vote by the Council's quorum. All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC member, who claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The member will submit within (10) business days following the written reprimand a letter of explanation of the Chairperson of the Appeal Committee with a copy to the WISDHSPC Chairperson. The Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the committee. The WISDHSPC Chairperson may attend all proceedings of the Appeal Committee, but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal/state performance standards covering program governance.

ARTICLE IV – OFFICERS

Section 1. Officers: The officers of WISDHSPC shall consist of the Chairperson, Vice chairperson, and Secretary-Treasurer. Other officers may be elected as are deemed necessary. Community representatives may hold any of the elected offices. Alternates may hold any office.

Section 2. Elections: Officers shall be nominated and elected from the voting members of WISDHSPC. Alternates may be nominated and elected but may not vote in the election, unless they are taking the place of a regular voting member. They shall hold office from the day of their election until the next annual meeting, or until the successor to that office has been elected and qualified. The elections shall be held by secret ballot and counted in the room of the meeting.

Section 3. Removal of Officers: Any officer of WISDHSPC may be removed from the position s/he holds by a 2/3 majority of the quorum by secret ballot vote if the procedures have been followed:

A. When a Policy Council officer is deemed by the membership not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson (or Vice Chairperson) in writing of his/her performance deficiencies and shall be given not less than thirty (30) days to make the necessary improvements within that period to justify retention, s/he may be removed from office final secret ballot vote by the Council quorum All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC officer, claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The officer will submit within ten (10)business days following the written reprimand a letter of explanation to the Chairperson of the Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the Committee. The WISDHSPC Chairperson may attend all proceedings but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal performance standards.

Section 4. Vacancy: Any vacancy of an office shall be filled by the voting membership for the remaining term according to Article IV, Section 2.

Section 5. Chair Duties: The duties of the Chairperson are to preside over all meetings of the organization. The Chairperson shall perform other duties as prescribed by the membership. The chairperson will insure all responsibility of the Policy Council as stated in federal performance standards. Policy Council Chairperson will be the official representative of the Policy Council to the WISDHS Board of Directors. The chairperson may vote to make or break a tie. The Chairperson will attend all Budget meetings.

Section 6. Vice-Chairperson Duties: The duties of the Vice-Chairperson are: to preside in the absence of the Chairperson; perform other duties of the chair in the absence of the Chairperson. This person shall be

subject to all restrictions of the chair. The Vice-Chairperson shall perform other duties as prescribed by the membership. In the absence of the chair, will attend the Board Meeting.

Section 7. Secretary Duties: The duties of the Secretary are: to conduct a roll call before each meeting; to insure that notices are given in accordance with the provisions of these By-Laws; to keep accurate minutes of all meetings of WISDHSPC; to recite the minutes of the previous meeting to the members present at each meeting; and to have the responsibility for having the minutes submitted to the Director at least ten (10) days prior to the coming meeting. The Secretary shall perform other duties as prescribed by the membership.

ARTICLE VI - MEETINGS

Section 1. Annual Meetings: The annual meeting of WISDHSPC shall be held during the month of October of each year for the purpose of electing officers and for the transaction of any business authorized or required by WISDHSPC.

Section 2. Regular Meeting and Notice: The regular meetings of WISDHSPC shall be held monthly at such time and place as may be designated by the organization. Written notice for a monthly meeting must be given not less than five (5) days prior to the regular meeting.

Section 3. Quorum: A quorum shall consist of any four (4) representatives of the voting membership; representing at least three (3) of the Head Start/Early Head Start sites. For emergency purposes only if there are not enough voting members to make a quorum: If there is at least one voting member from each target area, a vote can take place to temporarily approve of actions until final approval at the next meeting. If the Chairperson is one of those voting members he/she can vote.

Section 4. Per-Diem: Voting members of WISDHSPC may submit a request for the Head Start/Early Head Start Policy Council Per-Diem in writing at each meeting. A W-9 must be completed each school year to be eligible for the per-diem.

Any action that could be taken by the Policy Council at a meeting may be taken by informal polling of a majority of the members (i.e. telephone or other).

ARTICLE VII – COMMITTEES

Section 1. Special Committees: The Chairperson shall establish such committees as the membership may deem appropriate. Each committee is empowered to perform such duties as shall be prescribed and authorized by the membership. Any WISDHSPC may serve as a committee member.

ARTICLE X - AMENDMENTS

Section 1. The By-Laws may be amended as recommended by WISDHSPC by a 2/3 majority of the voting members present at any regular meeting. Notice of the nature of the changes in By-Laws to be proposed at such meetings shall have been given in writing to WISDHSPC members at least fifteen (15) days prior to such meeting.

Partner Agreement

Washtenaw Intermediate School District

Gretchen's House

Early Head Start

Program Year 2025 - 2026

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OHS Award #05CH012694-01-00 PY 25-26

This Partner Agreement ("Agreement") is made and entered into effective **July 1, 2025**, by and between **Washtenaw Intermediate School District**, a Michigan education administrative agency located at 1819 S Wagner Rd, Ann Arbor, MI 48103, ("WISD" or "Recipient") and **Gretchen's House** ("GH" or "Partner"), a Michigan public school partner organization located at 4531 Concourse Dr., Ann Arbor, MI 48108.

GENERAL PROVISIONS

1. **Authority for Agreement.** Authorization for the Head Start program and Early Head Start program (EHS) is contained in the Head Start Act, Public Law 110-134 and 42 USC § 9801, et seq., (the "Act" or "Head Start") and implementing regulations, including 45 CFR Parts 1301-1305 and 2 CFR Part 200.
2. **Status of Parties.**
 - I. WISD is a recipient of the Office of Head Start ("OHS"), Administration for Children and Families ("ACF"), US Department of Health and Human Services ("HHS"), Grant Number 05CH012694-01-00 Catalog of Federal Domestic Assistance ("CFDA") number 93.600, to fund WISD's Head Start/Early Head Start Program to provide ongoing comprehensive child development services to benefit eligible children and their families ("Program") and which is the primary subject of this Agreement. Pursuant to this Agreement, WISD shall determine Program eligibility, maintain ultimate authority for all decision-making related to the Program, conduct oversight of Program operations, adhere to applicable Federal requirements, and use Federal funds to carry out the Program.
 - II. Partner shall have the status of a contractor within the meaning of 45 CFR § 75.351(b) and shall provide the services set forth in this Agreement. Partner is not a delegate agency or subrecipient within the meaning of the Act and implementing regulations. By entering into this Agreement, Partner expressly waives any benefits and protections afforded to delegate agencies and subrecipients, including but not limited to the rights to appeal and for-cause termination, and is not subject to the compliance requirements imposed on delegate agencies and subrecipients.
 - III. Partner certifies that it has the requisite skills and expertise necessary to carry out its obligations as set forth in this Agreement under the terms and conditions set forth herein.
 - IV. It is expressly understood between the Parties that Partner is an independent contractor and separate business entity from WISD, and neither Partner nor its officers, employees, or agents are employees of WISD. Nothing in this Agreement shall be construed as a joint venture, partnership, or other similar arrangement. WISD shall have no liability as an employer arising from or relating to Partner's performance of this Agreement and does not assume any debt, obligation, or contracts or Partner.

3. **Purpose of Agreement**

Under the terms and conditions set forth herein, the Parties shall have a contractual relationship whereby WISD provides funding to Partner for services needed to carry out a high-quality and comprehensive Program that meets expectations of children's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve their readiness for kindergarten. This Agreement does not constitute a delegation of services within the meaning of 45 CFR § 1303 Subpart D.

4. **Term**

The term of this Agreement shall be from **7/01/25-6/30/2026** with no guarantee of renewal and subject to early termination as set forth herein. No funds identified in this Agreement shall, without advance written approval of WISD, be obligated before the beginning of the term or after the end of the term, except for invoices which may be submitted up to, but not more than, sixty (60) days after termination of this Agreement.

5. **Exhibits**

This Agreement includes the following exhibits, each of which is attached hereto for reference purposes, unless otherwise expressly stated. Partner shall be responsible for knowledge of their contents and compliance therewith.

Exhibit A – Reimbursement Request

Exhibit B - Contacts Roster

Exhibit C – Monthly Report Checklist and Within 24 Hours Reporting Requirements and Incident Reporting Form

Exhibit D – Drug Free Workplace Requirements Recipients Other Than Individuals

Exhibit E - Insurance Requirements

Exhibit F - Confidentiality of Participant Records

Exhibit G - Standards of Conduct

Exhibit H - Health and Safety Protocols and Health Screening Requirements

Exhibit I - Transportation Services

Exhibit J - Inventory

Exhibit K – Public Complaints and Grievances

Exhibit L - Program Calendar

Exhibit M – WISD Selection Criteria

Exhibit N - U.S. Department of Health and Human Services Compendium of required certifications and Assurances

Exhibit O – WISD Policy Council By Laws

6. **Special Conditions**

WISD may impose any conditions on Partner's performance required by HHS /OHS and attached to its Notice of Award if such conditions impact or are required of Partner to implement this Agreement. Conditions are included in section 45 of this agreement.

FUNDING

7. Agreement Amount

Subject to the terms and conditions herein, and contingent upon WISD's receipt of funds for the operation of the Program, the total funds allocated to Partner for full and satisfactory performance of this Agreement, for EHS, the "federal share" shall not exceed \$172,464 over a 12-month period (July 2025 - June 2026) or \$21,558 per EHS child per year. Partner's expected in-kind contribution to the cost of operating the Program, the "non-federal share" shall be approximately \$43,116 (25%).

Administrative costs for EHS are limited to no more than 10% of the cost of the agreement, or \$17,246.

- a. Program funding shall meet the requirements of 45 CFR § 1303.4 and the valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR §75.306.
- b. WISD shall allocate funds to Partner for full and satisfactory performance of this Agreement and based only on proven enrollment figures.
- c. Partner will not be separately reimbursed for Program-related expenditures and costs. WISD's financial obligation under this agreement is subject to the per child funding limitation set forth herein.

8. Non-Appropriation; Reduced Funding

WISD's financial and other obligations set forth in this Agreement are contingent upon receipt of Head Start/Head Start funds for the operation of the Program. In the event Program funds are not received or are reduced, the following provisions apply.

- I. To the extent that WISD does not receive the funds necessary for operation of the Program for any reason whatsoever, including a non-appropriation of funding, (collectively "non- appropriation"), this Agreement may be terminated immediately by WISD, or as directed by the funding source. In the event of a non-appropriation, WISD shall have no liability to pay any funds to Partner or furnish any other consideration under the Agreement, and Partner shall not be obliged to fulfill any provisions of this Agreement. WISD shall notify Partner in writing of any such non-appropriation or failure to receive funds as soon as possible and shall attempt to provide for orderly closeout of Program operations provided funds are received from the appropriate funding source for this purpose.
- II. To the extent the funds necessary for operation of the Program are reduced for any reason whatsoever, WISD shall have the option to either terminate this Agreement subject to the termination provisions herein, or to amend this Agreement to reflect the reduced amount subject to the approval of Partner. If WISD and Partner agree to amend the Agreement in response to a reduction in funding, the funding provisions, including the local contribution and budget plan set forth in Exhibit B, shall be adjusted accordingly.

9. **Budget**

Partner shall submit a Budget and a Budget Justification for Partner's performance of this Agreement, using the template provided in Exhibit A. The deadline to submit a budget is Friday, August 30, 2025.

- I. Travel Expenses: Expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the Partner is a part.
- II. Payments to the Partner: Recipient shall make payment under this Agreement only after timely receipt of Partner's Quarterly Reimbursement Report and Recipient shall make payment only for allowable, reasonable, and necessary expenditures, which shall be consistent with the approved budget and cost allocation plan and in the format determined by Recipient. Such reports must be complete, accurate and reflect the financial activity of the period covered by the invoice. Partner may submit a written request for an advance equal to the current month's unreimbursed expenditures and the anticipated expenditures for the next five (5) days. This request may be submitted no more than twice a month. (see page 17 Invoices for Payments for further details)
- III. Final Budget Amendments: Final budget amendments are due to the Recipient by April 1 of the contract year. A budget revision is required for rebudgeting between categories that would exceed the lesser of \$15,000 or 10% of the line item category. All allowable obligations incurred in the performance of this Agreement must be reported to the Recipient within thirty (30) calendar days following the termination of this Agreement to be binding upon the Grantee for reimbursement. All obligations must be liquidated within sixty (60) calendar days and reported to Recipient in Partner's final reimbursement report due June 30. Failure to report such obligations, liquidations and/or debts shall be the sole liability of Partner.

PROGRAM REQUIREMENTS

10. **Program Option**

The program option to be implemented will be center based.

11. **Operating Year**

The operating year shall be from **July 1, 2025, to June 30, 2026**, and must operate minimally for 1380 hours in a program year for Early Head Start (five days a week), as set forth in Exhibit A.

12. **First Day of Attendance**

The first day of attendance in the Program will begin on **September 3, 2025**.

13. **Number of Children Served**

The number of children to be served will be 8 Early Head Start children, as set forth in Exhibit A. Failure by Partner to achieve and/or maintain Full Enrollment may result in reallocation of slots and a corresponding funding reduction, and/or reduction and reassignment of recruitment areas. Reallocation of slots and reassignment of areas are

at the discretion of WISD. Reduction or failure to meet the enrollment will result in a reduction in monthly reimbursement.

14. **Eligibility, Recruitment, Selection, Enrollment and Attendance ("ERSEA")**

ERSEA components of the Program shall be implemented as set forth below and consistent with the Law and implementing regulations, including but not limited to 42 USC§ 9840 and 45CFR Parts 1302 Subpart A.

I. Eligibility. WISD's assigned FSS shall determine eligibility based on Head Start requirements and WISD selection criteria for all interest forms submitted through the Help Me Grow Washtenaw website. The WISD enrollment team will support the family to complete the application. WISD shall only enroll in the Program children who meet eligibility requirements, including age, residency and household income thresholds and identified eligibility requirements, as set forth in 45 CFR § 1302.12 and as published by OHS.

II. Recruitment. WISD and Partner shall recruit only eligible children residing within their assigned service area, as set forth in Exhibit A. The Partner shall provide high-quality child development services and programs for WISD Head Start to those participants and families residing within Washtenaw County and service area as noted in the Notice of Award. Service area boundaries are determined by Washtenaw County and a portion of the bordering counties within the boundary of the Washtenaw Intermediate School District.

III. Selection. WISD will maintain the prioritization list for selection consideration. The WISD ERSEA Specialist in collaboration with the WISD FSS and Program Director and or designee will select children for enrollment according to WISD ERSEA policies and procedures, to include selection criteria. All copies of eligibility documentation shall be stored in ChildPlus kept at a central location determined by WISD.

1. Selection criteria are created by WISD utilizing community needs assessment data and approved by the Policy Council and the WISD Board of Education.
2. Selection criteria for Program Year 25-26 can be found as Exhibit M.
3. A viable wait-list will be maintained by the WISD.

IV. Enrollment. WISD and Partner will work together to demonstrate and maintain Full Enrollment and ensure any vacancies are filled within 30 days. A vacancy is considered filled when the newly enrolled child attends their first day of Head Start. Failure to maintain Full Enrollment will constitute a breach of this Agreement, which is cause for WISD to pursue any of the remedies as referenced in Section 13 of this agreement. Partner shall provide WISD all records on Program enrollment and attendance as required by Exhibit C. All such records shall be available upon request to WISD, including WISD designated accountants, monitors and auditors.

- a. Partner agrees that WISD is not obligated to fill any vacant slots not deemed part of this Agreement.

- b. Partner shall notify ERSEA Specialist of any changes to a participants' enrollment status.
- c. WISD's FSS will request approval for disenrollment/drop and inform ERSEA Specialist and Partner Director. Request must be made to the ERSEA Specialist. Partner must ensure that adequate documentation is maintained and have sound justification for dis-enrolling or dropping a child. Please see Suspensions and Expulsions section of this Agreement for further details.

V. **Enrollment of Children with Disabilities.** Partner shall enroll and maintain at least ten percent (10%) of the total number of total allocated slots per this agreement with children with disabilities as defined in 45 CFR § 1302.14(b)(I), and who are identified with a current Individualized Family Service Plan ("IFSP"). In addition, Partner shall adhere to all requirements of services related to children with disabilities as set forth in 45 CFR § 1302 Subpart F.

- a. It is a program requirement that a pre-placement meeting be conducted to determine the most appropriate placement for each child with an IEP considered for enrollment. A pre-placement meeting will be conducted with the Partner Director and the WISD's Disability Manager and will include participation of Partner staff.
- b. Partner shall provide program services inclusive of children with disabilities, consistent with their IFSP and provide an appropriate environment and adult guidance for the participation of children with special needs. Documentation of classroom observations will be entered into ChildPlus.
- c. On 01/22/2020 the Administration of Children and Families published ACF-IM-HS- 20-01: Inclusion of Children with Disabilities, which makes clear that the Office of Head Start expects that programs obtain the 10% percent requirement by midway through the program year.

VI. **Attendance and ADA.** Partner must track attendance for each child pursuant to 45 CFR § 1302.16, utilizing the Child Plus system. When program-wide the monthly Average Daily Attendance ("ADA") falls below 85% of Full Enrollment, Partner will provide WISD with an analysis of the causes for absenteeism and take appropriate action as set forth in this section. Attendance will be tracked in Child Plus by the Partner on a daily basis and monitored by the WISD on a monthly basis. This will be reviewed by WISD FSS staff on a weekly basis. Partner will provide WISD bi-monthly accounting (due by the 1st and 15th of each month to the WISD's ERSEA Specialist) of each participant's attendance. Partner will maintain the daily sign-in/out sheets with parent's legal signature and daily attendance records indicating child's absences with parent's legal signature. These documents should be made available to the WISD upon request.

- a. The WISD FSS must implement a process to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a

parent has not contacted the program within one hour of program start time, the program must attempt to contact the parent to ensure the child's well-being.

- b. The WISD FSS in collaboration with the Partner must implement strategies to promote attendance. At a minimum the FSS must:
 - i. Provide information about the benefits of regular attendance. At parent meeting, orientation, newsletters and through other forms of communication (upload evidence into ChildPlus).
 - ii. Support families to promote the child's regular attendance.
 - iii. Send out monthly attendance letters informing parents of child ADA when the child falls below 85% (upload into ChildPlus).
 - iv. Work with family to establish attendance improvement plans and provide resources/information to help the families attendance (upload into ChildPlus).
 - v. If a child plans to be absent for more than 2 weeks a notice of absence form should be filled out and sent to the WISD staff for approval.

Within the first 60 days of program operation, and on an ongoing basis, thereafter, use individual child attendance data to identify children with patterns of absence that put them at risk of missing ten percent of program days per year and develop appropriate strategies to improve individual attendance among identified children, such as direct contact with parents or intensive case management, as necessary.

15. **Full Enrollment Initiative & Reserve Slots.** Failure to achieve and/or maintain Full Enrollment may result in a reallocation of slots and corresponding funding reduction. **Reallocation of slots and reassignment of areas are at the sole discretion of WISD.**

- I. Open vacancies will be filled as soon as possible, but no later than 30 days. The WISD and the Partner collaborate to recruit, conduct on-going recruitment, and have a waitlist of eligible children on stand-by.
- II. Under Head Start Performance Standard 1302.15(c), the program may reserve one or more enrollment slots for children experiencing homelessness and children in foster care, when a vacancy occurs. No more than three percent of a program's funded enrollment slots may be reserved. If the reserved enrollment slot is not filled within 30 days, the enrollment slot becomes vacant and then must be filled.
- III. Partners will communicate with WISD's ERSEA Specialist if it is their intent to reserve a slot.

16. **Class Size and Ratios.** Partner shall ensure that Program enrollment and attendance does not exceed the maximum class size as required Classroom size waivers

must meet requirements and need prior approval by WISD. WISD will submit all classroom size waivers to the Office of Head Start for approval.

- I. 18 months to 3 years: Up to 8 and may be enrolled in a classroom with two adults.

17. **Class Schedule, Calendar and Duration.** Partner shall ensure that class operations meet the minimum daily, weekly, and annual requirements set forth in 45 CFR §1302.21(c)(1). Partner shall not deviate from the operating year or the approved Program calendar, attached hereto as Exhibit K, without advance written approval of WISD. The Partner must submit a calendar to the WISD by August 1st for approval. If Partner seeks to change the length of the operating year, or deviate in any manner from the approved calendar, Partner shall obtain the written approval by WISD at least thirty (30) days before the date the requested change is to take effect. Exclusions will be granted for children that have a documented variation of attendance through an IEP.

18. **Classroom Placement.** Partner must limit the re-assignment of Head Start Children from one classroom to another, whenever possible. Continuity of care is important to the development of a child's social and emotional state. If a child is being permanently reassigned to a new classroom the ERSEA Specialist must be notified of changes to be made.

19. **Education Services.** Research-Based Curriculum. Partner shall utilize and implement the High Scope Curriculum. WISD will provide technical assistance, coaching and mentoring to Partner regarding the provision of educational services. Partner will further ensure ongoing data collection and reporting as required by Exhibit C. Partner will provide the following specific educational services as part of the Program.

- I. Consistent with 45 CFR § 1302.5 I, the WISD in collaboration with the Partner must offer a parenting curriculum throughout the program year at the Partner location.
- II. In collaboration with each child's parent and with parent consent, conduct a developmental screening using the Ages and Stages Questionnaire and a social-emotional screening using the Devereaux Early Childhood Assessment for each child within forty-five (45) days of enrollment.
- III. Conduct a developmental assessment for each child three (3) times per program year following agreed upon timeline using COR Advantage. Partner will utilize COR Advantage to develop and maintain an Individual Child Portfolio that includes work samples and child observations for each rating period.
- IV. Create a weekly lesson plan that demonstrates fidelity to curriculum and utilizes results of developmental screenings, on-going observations, and results of the child assessment. The weekly plan will include parent input via individualized School Readiness Goal, changes to the environment,

transitions with embedded learning activities, and activities for both individual children and groups of children. Lesson Plans will be completed using COR Advantage.

- V. Partner teachers will conduct two (2) 60- minute home visits and two (2) parent-teacher conferences per year consistent with 45 CFR § 1302.34(b)(7). The initial home visit must take place prior to the start of the program year. The purpose of educational contacts in the form of home visits and parent teacher conferences is to establish a strong home-school connection, collaborate with parents on school readiness goals and discuss developmental screenings. Home visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant safety hazards for staff.

20. **Coaching:** WISD's Early Childhood Specialists will utilize a research-based, coordinated coaching strategy, Practice Based Coaching, for education staff that:

- I. Assesses all education staff to identify strengths, areas of needed support, and which staff would benefit from intensive coaching.
- II. Provides intensive coaching to education staff identified through the above process and includes opportunities to be observed, work collaboratively to create goals, implementation support and modeling of effective teacher practices.
- III. Provide opportunities for education staff not identified for intensive coaching through the above process to receive other forms of research-based professional development.

21. **Parent Access.** Partner shall provide parents unlimited access to their children enrolled in the Program and to authorized persons caring for their children during the normal hours of operation and whenever the children are in the care of Partner.

22. **Nutrition and Meals.** Partner must meet the nutrition requirements stated in 34 CFR 1302.44 including requirements specific to the target population of infants and toddlers and adheres to the Child and Adult Care Food Program ("CACFP") guidelines and are appropriate to the age, developmental readiness, and meal spacing requirements. Partner will submit a copy of the CACFP administrative review report, and any corrective action plan required upon audit by CACFP. CACFP reports are submitted to Fiscal Manager by the 15th of each month. Partner shall also report in ChildPlus if a child has any food allergies, dietary restrictions, or special meal accommodations; and ensure proper medical documentation of such has been reviewed and approved by WISD before child attends. The Partner will incorporate family style meals for all meals and/or snacks throughout the day.

23. **Meetings** Partner must attend WISD Meetings according to exhibit O and other meetings called for by the WISD regarding the operations of Head Start.

24. **Family and Community Engagement.**

- I. **Family Partnership Agreement (FPA).** WISD's Family Support Specialists will be responsible for creating and tracking the completion of the FPAs.
- II. **Community Referrals.** The WISD Family Support Specialists will offer appropriate community referrals when it is determined that support is needed with Families. The WISD Family Support Specialists will input all referrals into ChildPlus. WISD Family Support Specialists will follow-up on referral outcomes. If Partner initiates referrals directly with family, Partner will ensure the same process of documentation is followed.
- III. **Emergency Items.** The Partner will direct any emergency needs items, such as food vouchers, emergency clothing, or shoes to WISD Family Support Specialist.
- IV. **Family Outcomes.** The WISD Family Support Specialists will administer a family outcomes survey. The results of the survey will be shared with the Partner and may be used to inform activities described in the Parent, Family and Community Engagement Framework (PFCE).
- V. **Family Strengths, Needs & Interest Survey.** The WISD Family Support Specialist will administer this survey during intake. The results of the survey will be shared with the Partner, who will use it to plan meaningful and individualized workshop and trainings for families. WISD will use the results to plan parent engagement opportunities, which will be available to Partner families. WISD Family Support Specialists will use the results to support families in developing a meaningful FPA goal.
- VI. **Parent Orientation.** Partner programs with support from the WISD will host a parent orientation prior to the program start date.
- VII. **Parent Committee:** Each site must have a parent committee comprised of parents at the site. The assigned Family Support Specialist will coordinate this with the Partner site director.
- VIII. **Policy Council.** WISD FSS will facilitate the election of a parent from Parent Committee to represent parents on the Policy Council in accordance with the WISD Head Start Policy Council By-Laws (please see Exhibit O).

25. **Mental Health and Behavioral Supports.** WISD will work in partnership with Partner to promote children's mental health, social and emotional well-being, and overall health, including securing mental health consultation services, and identifying and providing behavioral supports for children displaying challenging behaviors, and other social, emotional, and mental health concerns.

- I. Partner will provide support for effective classroom management and positive learning environments and will ensure supportive teacher practices in alignment with the High Scope Curriculum. WISD will work to complement any existing classroom supports and teaching strategies that Partner has established through their organization's standard operating procedures.

- II. In cases where the Partner's standard operating procedures run counter to the Head Start Act, Performance Standards, and/or developmentally appropriate practice (DAP) the Performance Standards and DAP will take precedence.
- III. When concerns about a child's social, emotional, or mental health arise, the Partner classroom staff must conduct observations, take anecdotal notes, and gather relevant documentation. Partner staff will meet with parents and/or guardians to discuss concerns and obtain any added information. Concern will be documented in ChildPlus under Mental Health and individualized supports/strategies will be documented in weekly lesson plans
- IV. If the challenges continue, the WISD Early Childhood Specialist (ECS) will observe the classroom. The ECS will meet with Partner Staff to debrief the observation, reflect on the results of the observation, and collaborate on next steps. This follow up observation will be documented under the original concern as a follow up activity. Adjustments to individualized supports/strategies will be made in weekly lesson plans.
- V. If it is determined that additional support is needed, Partner's staff and/or ECS will submit a mental health referral form to the Mental Health/Behavior Specialist. The Mental Health/Behavior Specialist will conduct a classroom observation. Strategies and implementation support will be provided by the Specialist in collaboration with the ECS. This will be documented as follow up in Child Plus.
- VI. If further support is needed, a Behavior Intervention Plan may be developed in collaboration with the parent or legal guardian.
- VII. In addition, a referral for an Early Childhood Mental Health Consultant may be utilized to provide additional behavioral health services for a program and/or an enrolled child if needed. Documentation of services will need to be submitted into ChildPlus under the Mental Health section of the Child File.

26. **No Fee.** Partner may not charge, or permit the charging of, any fee for participation in the Program or for any services made in conjunction with the Program. This includes fees to participate in classroom wide field trips.

27. **Suspension and Expulsion.** Pursuant to 45 CFR § 1302.17, Partner must prohibit or severely limit the use of suspension due to a child's behavior. Such suspensions may only be temporary in nature and must follow 45 CFR 1302.1 7(a) (2-4). Additionally, the Partner cannot expel an EHS/HS child because of the child's behavior except as a last resort and then, only in accordance with the provisions set forth herein; however pursuant to 45 CFR I 302. 1 7(b)(3) if the child's continued enrollment presents continued threat of safety, Partner and WISD will work together to facilitate the transition of the child to a more appropriate placement. In all cases Partner should make documentation (in ChildPlus) of behaviors and interventions provided a top priority. Documentation makes communication between the Partner and the WISD seamless.

I. Suspensions:

- a. A temporary suspension must be used only as a last resort in extraordinary circumstances where there is a serious safety

threat that cannot be reduced or eliminated by the provision of reasonable modifications.

b. Before a Partner determines whether a temporary suspension is necessary, a program must engage with a Mental Health/Behavior Specialist and assigned Early Childhood Specialist, show that provided behavior strategies have been implemented consistently and are not working, collaborate with the parents, and utilize appropriate community resources - such as behavior coaches, LEA, psychologists, other appropriate specialists, or other resources - as needed, to determine no other reasonable option is appropriate.

c. When a child exhibits persistent and serious challenging behaviors, a program must explore all steps and document all steps taken to address such problems and facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. §705(9)(b) of the Rehabilitation Act is not excluded from the program based on disability, and consulting with the parents and the child's teacher, and:

- i. If the child has an Individualized Family Service Plan ("IFSP"), the program must consult with the agency responsible for the IFSP to ensure the child receives the needed support services; or,
- ii. If the child does not have an IFSP, the program must collaborate, with parental consent, with the local agency responsible for implementing IDEA to determine the child's eligibility for services.

d. If a temporary suspension is deemed necessary, a program must help the child return to full participation in all program activities as quickly as possible while ensuring child safety by:

- i. Continuing to engage with the parents and the Mental Health/Behavior Specialist and assigned ECS and continuing to utilize appropriate community resources.
- ii. Developing a written plan to document the action and support needed.
- iii. Determining whether a referral to a local agency responsible for implementing the Individuals with Disabilities Education Act ("IDEA") is appropriate.

e. If, after the Partner has explored all possible steps and documented all steps taken as described in paragraph (a) of this section, a program, in consultation with the parents, the child's teacher, the agency responsible for implementing IDEA (if applicable), and the Disabilities Specialist determines that the child's continued enrollment presents a continued serious safety threat to the child or other enrolled children and determines the program is not the most appropriate placement for the child, the

program must work with such entities to directly facilitate the transition of the child to a more appropriate placement.

f. Utilizing assessment tools and developmental screenings as well in consultation with the child's parents or guardians the Partner should take every approach to create a culture that is preventative in nature. Seeking assistance from WISD's Disabilities Specialist, Mental Health Specialist, and ECS early on will help to reduce the number of children that are in danger of suspension.

g. Expulsions: Partner cannot expel or disenroll a child from the program because of a child's behavior except as a last resort.

28. **Partner Staffing.** Partner shall recruit, select, and employ a sufficient number of classroom teachers and aides; and shall also recruit, select and maintain an adequate number of volunteers, in order to provide Head Start services to enrolled participants and to adequately supervise all facilities approved by WISD. All Partner staff and volunteers shall be adequately trained and meet the qualifications set forth in 45 CFR Part 1302 Subpart I and State laws and regulations. Partner shall ensure that all staff and volunteers have passed a background check and a criminal record clearance.

- I. Before hiring any personnel or contractors, including teachers, staff, and transportation staff and contractors, directly or through contract, Partner must:
 - a. conduct an interview,
 - b. conduct a sex offender registry check,
 - c. conduct child abuse and neglect state registry check, if available, and
 - d. obtain one of the following:
 - i. State or tribal criminal history records, including fingerprint checks; or,
 - ii. Federal Bureau of Investigation criminal history records, including fingerprint checks.
- II. Partner will submit Program staff qualifications to WISD's Assistant Director at the beginning of the program year and if/when any new staff is hired or transferred into the identified classroom.
- III. Partner staff and volunteers shall have no contractual relationship with WISD, and Partner shall hold WISD harmless from all claims by such persons against WISD asserting that an employer/employee relationship exists by reason of this Agreement.
- IV. Head Start classrooms will be assigned one (1) Head Start qualified teacher who has a minimum of a bachelor's degree in early childhood education or a related field. Additionally, Partner shall ensure that each Head Start classroom is assigned one (1) Head Start qualified teaching assistant who has a minimum of a CDA credential, are enrolled in a program that will lead to an associate or bachelor's degree or are enrolled in a CDA credential

program to be completed within two years of the time of hire. Teacher and Assistant Teacher credentials must be submitted to the WISD for approval prior to applicant being hired. Partner Head Start staff are required to attend New Staff Orientation at the WISD. EHS teachers must have a minimum CDA or comparable credential, and have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development.

- V. Partner must ensure staffing is sufficient to meet the adult-child ratios, as specified in Section 14, and class size specifications as required by the Program Regulations and set forth herein. Volunteers cannot be used as substitutes for qualified staff.
- VI. WISD Family Support Specialists shall perform the following functions, with the support of Partner through collaboration and sharing of information:
 - 1. Determine child health status and assist families in accessing a source of health care within ninety (90) days of enrollment.
 - 2. Establish procedures to track the provision of health care services.
 - 3. Establish a system of ongoing communication with the parents of children with identified health needs to facilitate the implementation of a follow-up plan.
 - 4. Assist families to ensure children are up to date on age-appropriate preventative primary health care, which includes medical, dental, and mental health services.
 - 5. Engage in a process of collaborative partnership building with parents to identify family goals, strengths, necessary services, and other supportive resources and to develop environments that promote and support father engagement. The process includes the development and implementation of an individualized family partnership agreement to describe family goals, responsibilities, timetables, and strategies for achievement, as well as the inclusion of a tracking process.
 - 6. Work collaboratively with parents to identify and continually access, either directly or through referrals, services/resources that are responsive to families' needs, goals, and interests to include emergency or crisis assistance, education, or appropriate interventions, as well as opportunities for continuing education.
 - 7. Work with Partner to ensure program is open to parents during program hours and parents are encouraged to observe children as often as possible, as well as participate with children in group activities.
 - 8. Work with Partner to provide a variety of targeted developmentally appropriate learning tools for parents and caregivers designed to enhance and support child development.
 - 9. Collaborate with teaching staff in conducting two 60-minute home visits and two parent- teacher conferences for every enrolled family during the program year as appropriate. The FSS will attend a minimum of one of the required two home visits.

29. Locations and Licensing of Program Facilities. All Program locations, classrooms and facilities shall be approved by WISD in writing prior to serving any Program participants. Partner shall ensure that Program locations and facilities meet the requirements of 45 CFR § 1303 Subpart E.

- I. The name and location of each of the Program facilities that will service Program participants pursuant to this Agreement is/are as follows:
 1. High Point School, 1735 S. Wagner Rd., Ann Arbor, MI 48103 or at a mutually agreed upon location between Gretchen's House and WISD.
- II. All Program facilities shall provide a drug and smoke-free environment.
- III. No Program location shall be opened, and no Head Start and/or Early Head Start funds shall be allocated or paid to any Partner that operates a Program location, which does not have an appropriate Child Care License, in good standing, prior to providing services pursuant to this Agreement and throughout the term of this Agreement. Partner shall also secure and maintain copies of current health inspection reports for each Program facility, as applicable. Partner shall provide WISD with a copy of all relevant licenses and health inspection reports for each Program location operated by Partner.
- IV. If, at any time during the term of this Agreement, Partner has any health clearance violations, license revocation, suspension (probationary status), or modification, has been issued or received an order to comply, or if Partner in any other manner loses the clearance or license, Partner shall give written notice to WISD within one (1) business day of any such event.
- V. Partner shall promptly notify WISD of all actions taken by licensing authorities and county, city, fire, or health officials concerning any locations or facilities relating to this Agreement.
- VI. WISD reserves the right to reallocate slots/funding when a childcare license is not in good standing.

HUMAN RESOURCES AND CONDUCT

30. Human Resources Management. Partner shall establish and maintain a system for the management of Program personnel, which shall include a continuous system of employees and evaluation that rates employees within established performance expectations. All wages paid by Partner shall be in accordance with applicable Federal and State laws and regulations.

- I. If HHS, ACF, LARA or WISD, in their sole discretion, either singularly or jointly, at any time during the term of this Agreement, raise a concern regarding any Program personnel, Partner shall promptly and in good faith seek to resolve the matter consistent with legally sound employment practices and shall notify the concerned agency of Partner's actions to resolve the matter and their outcome.
- II. Partner shall maintain all required records, which include all official documents related to the employment of each Program employee. Employee records shall be maintained in an

orderly and accessible file system that is kept current. All such records shall be available to supervisors, accountants, auditors, and WISD. Credentials, background checks, the Code of Conduct and, if applicable, Compliance Plan, must be uploaded into each staff member's personnel tab in the ChildPlus database.

III. Partner shall provide proof of Criminal Record Clearance prior to hire date in the program.

31. **Code of Conduct.** Partner shall comply with the standards of conduct set forth in Exhibit G and as set forth below. All Partner staff supporting Program activities shall be provided with a copy of the code of conduct to sign and acknowledgement of the same.

I. Partner must ensure that all employees engaged in the award and administration of contracts or other financial awards sign statements that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.

II. Partner must ensure protection of personal rights of children, which includes prohibiting the use of corporal punishment, withholding food, etc.

III. Partner's employees and personnel shall not plan, initiate, participate in, or otherwise aid or **assist** in the conduct of any unlawful demonstration, rioting or civil disturbance and, if they do, their employment shall be subject to immediate termination.

IV. Partner shall abide by all applicable federal and Michigan laws and regulations regarding conflicts of interest, which require that no employee, officer, or agent of Partner shall participate in the selection, award, or administration of a contract if any of the following has a material financial interest in the contract:

- a. The employee or a member of their immediate family:
- b. An organization in which any of the above is an officer, agent, or employee;
or
- c. A person or organization with which any of the above individuals has any arrangement concerning prospective employment or compensation.

32. **Confidentiality.** Partner, its agents and employees, shall comply with WISD's policy on confidentiality, attached as Exhibit F.

33. **Nondiscrimination.** No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity based on, race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected characteristic be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with, the Program. No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity may discriminate against any individual because of a handicapping condition in violation of section 504 of the Rehabilitation Act of 1973. Partner must ensure nondiscrimination in operation of the Program in compliance with this section, 42 USC§ 9849 and governing HHS regulations, including 45 CFR Parts 80 and 84.

34. **Compliance with Laws.** In the performance of this Agreement, Partner will comply applicable laws, rules, and regulations, including those set forth in the Act and implementing regulations and state, local and municipal regulations concerning, but not limited to, licensing, planning, zoning, health, and safety. Partner will provide documentation showing compliance within five (5) days in response to any request for the same by WISD.

ACCOUNTING AND FINANCIAL MANAGEMENT

35. **Agreement Limited to Head Start and Early Head Start Funds.** Approved invoices shall be paid only from Head Start/Early Head Start funds granted to WISD by ACF. Partner hereby waives any claim it may have against any non-Head Start funds of WISD.

36. **Invoices for Payment.** To receive the payment provided for by this Agreement, Partner shall submit to WISD complete and accurate invoices that specify the number of enrolled participants for the time-period of the invoice, subject to the requirements herein. Invoices shall be satisfactory to WISD in form and substance to qualify for payment.

- I. Invoices must include the following supporting documentation:
 - a. ChildPlus.Net enrollment report
 - b. Proof of non-Federal share (in-kind) contribution
 - c. Reimbursement is based on set cost per child applied over twelve billing cycles.
 - d. CACFP Meal Count report outlining children enrolled under this contract to verify participation in the CACFP program.

- II. Invoices must be submitted quarterly. Invoices must be submitted by the 15th day of the month following the month in which the services were performed, and the costs incurred. The quarterly dates are: 1st quarter: July-September; 2nd quarter October - December; 3rd quarter January-March and 4th quarter April – June. WISD shall make payment to Partner within thirty (30) business days of receipt of Partner's timely and accurate invoice. WISD shall have no obligation to pay Partner for any amounts contained on invoices received more than thirty (30) days following termination or expiration of the Agreement.

37. **Close-Out.** Partner agrees to cooperate fully with WISD to ensure that Partner's operation of the Program is closed-out within thirty (30) days of the expiration or termination of this Agreement. All materials and goods purchased with Head Start funds should be inventoried and submitted back to the WISD at the expiration and termination of this Agreement.

38. **Financial Management System.** Partner shall establish such fiscal controls and accounting procedures as required by ACF and WISD, by applicable laws and regulations, including 45 CFR Part 75 and 2 CFR Part 200, and in accordance with accepted accounting procedures.

39. **Other Income and Funding.** Program must obtain prior written approval from WISD to execute the following:

- I. Program income generated because of any service or activity.

- II. Any additional funding that materially affects the cost and/or quality of the Program.
- III. Any funds obtained from other agencies related to the Program and/or for which Head Start and/or Early Head Start funds are allocated, including, but not limited to, food reimbursement payments.
- IV. Partner shall follow the requirements of 45 CFR Part 75 regarding the use of Program income. Partner shall not expend Program income unless and until authorized, in writing, by WISD.
- V. WISD has sole discretion to determine how to apply budgeted Head Start and/or Early Head Start funds to supplement by additional Program funding or income.
- IV. Program must obtain prior written approval of disposition of supplies/equipment funded under this Agreement.

40. **Disallowed Costs.** Partner will be liable for and will reimburse WISD any amounts expended under this Agreement found not to be in accordance with HS and/or EHS or found not to be in accordance with the provisions of this Agreement. Disallowed Costs are defined by 2 CFR 200 of the Uniformed Guidance. HHS, ACF, OHS, and WISD can identify a disallowed /unallowable cost. When a cost is disallowed, it must be repaid using a non-federal source.

REPORTING, OVERSIGHT AND RECORDKEEPING

41. **Reporting Requirements.** Partner must submit to WISD the reports specified in Exhibit C in the frequency specified therein and, in a form, and substance acceptable to WISD. Upon notice to Partner, WISD may require Partner to submit other or additional reports or may change the frequency of reporting required by this Agreement. Failure to provide timely reports regarding potential or actual claims and incidents relating to the Program is a material breach of this Agreement and a threat to the health and safety of Program participants, and as such, may result in immediate termination of this Agreement.

42. **Audit and Monitoring.** Partner shall cooperate with any audits performed by or on behalf of WISD and which relate to the Program and /or this Agreement, including but not limited to audits performed pursuant to 2 CFR Part 200.

I. The Office of the Inspector General, the Comptroller General, the federal government, and WISD, or their individual designees, including but not limited to independent auditors, shall have the right to monitor and audit Partner and all subcontractors providing services under this Agreement through on-site inspections and audits and other lawful means. Such monitoring and audits shall be conducted at the discretion of anyone of the above-identified entities according to all applicable laws and regulations. Partner agrees to accept responsibility for receiving and/or complying with any audit findings and recommendations relating to Partner's performance under this Agreement.

II. Partner shall conduct audits relating to its solvency and/or its operation of the Program as required by best accounting and management practices, and by Federal and /or State laws and regulations. Upon WISD's request, Partner shall make any such audits promptly available to WISD.

III. Partner shall make the following documentation available to WISD upon request for review and monitoring: Payrolls, receipts, paid invoices, contracts, vouchers, cashed checks, applicable government licenses, and any other documentation related to the performance of this Agreement and its obligations hereunder, the Program, and any Services provided herein.

43. WISD Oversight and Audit of Programs.

- I. As specified in 45 CFR § 75.342, WISD shall monitor the performance of Program activities on an ongoing basis in accordance with the monitoring schedule prior to the start of the program year. WISD shall review each program, functions, and activity to assure that adequate progress is being made towards achieving the goals of the Program, including the goal of sound fiscal management, Partner shall cooperate in all ways to assist WISD in these monitoring activities.
- II. WISD shall conduct an annual Program assessment using the applicable ACF program or a self--assessment process. Partner must participate in WISD's self-assessment process by participating in training activities, completing assessment reports and preparing plans to correct non-compliances or deficiencies that are or may be identified through the assessment process. Partner further agrees to participate in the Federal On-Site Review process conducted of the WISD by the Department of Health and Human Services, Office of Head Start, as identified.
- III. The Partner must follow all Head Start and WISD Head Start approved policies and procedures. Failure to do so may lead to Partner having deficiencies recorded and action plans created and ultimately termination of this Agreement.

44. Access to Records, Site and Personnel. In accordance with the provisions of 45 CFR § 75.364, WISD, the HHS awarding agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, including independent and internal auditors, must have the right of access to any facilities, sites, documents, papers, digital records, or other records of Partner and any subcontractors that relate to this Agreement or any aspects of the Program, including Program finances, staffing, operations and management. The right to access herein includes the right to copies of any such records. The right to access also includes access to personnel of Partner and subcontractors to interview regarding the Program and Program documents.

- I. This right of access shall continue for as long as records are retained but, in no event, be less than the required retention period set forth herein, below.
- II. Such access must be granted by Partner, and any contractor employed by Partner, at any reasonable time or during normal business hours. In the event the records sought are

maintained outside Washtenaw County, Partner shall, at its sole cost, make said records available at WISD's principal place of business within ten (10) days after receipt of written notice from WISD.

45. **Public Access.** Partner shall provide reasonable public access to information and records pertaining to the Program. Partner shall not comply with any such request for access by the public until ten (10) days after providing WISD written notice of such request. Pursuant to 45 CFR § 75.364, Partner shall not impose any conditions which limit public access to records and information, except that Partner shall not release records or information which WISD has determined are confidential and are excepted from disclosure. This section does not require Partner to permit public access to Partner's non-Program records.

46. **Record Retention.** Partner shall retain all financial and programmatic records, supporting documents, statistical records and other records of contractors and subcontractors for a period of three (3) years from the starting dates as specified in 45CFR § 75.361 subject to the following qualifications:

1. If any claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
2. If records are transferred to WISD by Partner, upon the sole determination of WISD that the records will be continuously needed for the joint use of WISD and Partner, WISD shall assume the responsibility for retention of these records.
3. If this Agreement is terminated or if Partner is not refunded in subsequent years, the record retention requirement remains applicable. At WISD's sole option, some or all the records related to the performance of this Agreement may be ordered transferred to WISD. To the extent that such records are transferred to WISD, WISD shall assume the responsibility for retention of these records.
4. If prior to termination of the three (3) year period WISD has notified Partner of a longer period of retention required by applicable law or regulation, Partner shall comply with the longer period of retention as set forth in WISD's notice.

CORRECTIVE ACTION, REMEDIES AND NON-APPEAL

47. **Procedures for Corrective Action.** Prior to termination and in the event of a defect of deficiency in the operation of the Program by Partner, its agents, employees, or contractors, WISD, in its sole discretion, may provide Partner an opportunity to remedy the noncompliance and take corrective action according to the procedures set forth herein.

- I. WISD may give written notice to Partner which sets forth the nature of Partner's noncompliance and a procedure to cure the noncompliance and a deadline by which Partner must have completed corrective action and provided WISD evidence of compliance. WISD, in its sole discretion and based on the circumstances, will determine the appropriate corrective action and time for compliance.

- II. WISD may impose any conditions on Partner's performance that are required by HHS /OHS and attached to its Notice of Award if such conditions impact or are required of Partner to implement this Agreement. Conditions include but are not limited to the following:
- a. Any concern identified by WISD as potentially qualifying as being an area of noncompliance must be resolved within the time herein.
 - b. Any noncompliance identified by WISD must be resolved within thirty (30) days of the date that WISD has given Partner notice of the alleged noncompliance.
 - c. Any areas of noncompliance not corrected within thirty (30) days of the date that WISD has given Partner notice of the alleged noncompliance will be termed a deficiency by WISD. Deficiency is defined as: a threat to the health, safety, or civil rights of children or staff; a denial to parents of the exercise of their full roles and responsibilities related to program operations; a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management; the misuse of Head Start funds; loss of legal status or financial viability loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; failure to meet any other Federal or State requirement, including but not limited to LARA, that the agency has shown an unwillingness or inability to correct, after notice from the Secretary of HHS, within the period specified; systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or an unresolved area of noncompliance.
 - d. WISD shall give Partner written notice of any alleged deficiency and any deficiency that remains uncorrected after thirty (30) days from the date of this Notice of Deficiency may result in loss of funds.
- III. WISD may provide, or provide for, reasonable technical assistance to aid in correcting the noncompliance upon the request of Partner.

48. **De-obligation of Funds.** WISD may de-obligate or reduce the funds provided for by this Agreement as set forth herein.

1. Should Partner fail to achieve and maintain full enrollment by providing licensed facilities and adequate qualified staff in the Program or otherwise fail to meet its performance standards as identified in this Agreement or fail to properly or timely expend the funds allocated pursuant to this Agreement.
2. Should funding to WISD relating to the performance of this Agreement be reduced, WISD may de-obligate or reduce funds allocated to Partner in proportion to the amount reduced by the funding entity.
3. In the event of de-obligation or reduction of funds as set forth herein, WISD will provide Partner written notice of the action and may unilaterally amend this Agreement and supporting exhibits to reflect the de-obligation.

49. **Early Termination of Agreement.** The Parties may terminate this Agreement, in whole or in part, as set forth below. The right to terminate is not exclusive and is in addition to any other rights and remedies provided by law or this Agreement.

- I. Termination by WISD. WISD may terminate this Agreement without cause upon sixty (60) days' written notice, unless otherwise provided herein. This Agreement may be terminated by WISD immediately for cause, upon occurrence of any of the following conditions:
 - a. If Partner, or any of its subcontractors, causes a breach of any material term of this Agreement. A material breach shall include but is not limited to intentional misrepresentations of Program data or enrollment or making false certifications by this Agreement, fiscal mismanagement, and failure to comply with applicable laws, regulations, and performance standards in Program operations.
 - b. If Partner dissolves, defaults, becomes insolvent, has assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, has a receiver appointed for its property, or otherwise cannot pay its debts as they become due.
 - c. If sufficient funds are no longer available from the funding source(s).
 - d. Failure to provide timely and accurate reports regarding potential or actual claims and incidents relating to the Program.
 - e. If Partner is unable or unwilling to comply with any additional Program requirements as may be lawfully applied by HHS or WISD.
 - f. If there is a threat to the health or safety of Program staff and/or participants.
 - II. Termination by Partner. Partner may terminate this Agreement, with or without cause upon written notice to WISD. The effective date for a termination by Partner shall be agreed between the parties and must allow for the most efficient and effective transfer of services provided for by the Agreement, but in no event shall be less than sixty (60) days from the notice of termination.
 - III. Cooperation. In the event of a termination, Partner agrees to cooperate with WISD to close out Program operations or transition Program operations as applicable. Any property procured by Partner with Head Start funds and all Program documents, data, studies, and reports shall, at the option of WISD, become the property of WISD or be otherwise disposed of as directed by WISD.
 - IV. Costs after Termination. Partner shall not incur any debt or obligation relating to the Program after the effective date of such termination, unless expressly authorized in writing by WISD. WISD shall pay Partner for services provided through the date of termination, except that WISD may withhold payment to Partner to act as a set off until such time as the exact number of damages owed to WISD is determined, in the event damages are disputed.
50. **Liability; No Waiver.** WISD shall have no liability to Partner for any damages, including consequential damages, incurred because of a de-obligation of funds or for termination of this Agreement as provided for herein. Neither party shall be relieved of liability to the other party for any damages sustained by that other party by virtue of any breach of the Agreement by the first party or resulting from an improper termination of this Agreement by the first party. The remedies under this section do not constitute a release or waiver of liability by either Party unless provided in writing.

51. **No Right to Appeal.** Partner shall have no right to appeal the termination of this Agreement, or the de-obligation or suspension of funds provided for by this Agreement. Partner expressly waives any appeal rights set forth in 45 CFR § 1303 Subpart D.

52. **Property.**

- I. Notwithstanding any other provision of this Agreement, Partner shall not make any improvement to real property or equipment purchased with Head Start/Early Head Start funds obtained through this Agreement in the amount of \$5,000 or more without the advance written approval of WISD.
- II. Partner shall exercise due care in the use, maintenance, protection, and preservation of WISD- owned property, which shall include insurance coverage against loss or damage to such property, with funds provided under this Agreement.
- III. Partner shall keep an inventory of all property acquired with Program funds and submit to the WISD annually by May 30th. Partner shall deliver all such property to WISD upon termination of this Agreement. Partner must seek prior approval in writing from the WISD to dispose of, destroy, or improve supplies purchased with Head Start or Early Head Start funds.

53. **Insurance.** During the term of this Agreement, Partner shall maintain insurance coverages in conformance with the provisions of Exhibit E. The Partner must maintain and provide a copy of insurance to the WISD on an annual basis, by June 30 with submission of annual signed contract.

54. **Delegation/Subcontracting/Assignment.** Partner's obligations under this Agreement may not be transferred by subcontract, assignment, delegation, or notation without the prior express written consent of WISD. Any attempt by Partner to assign, delegate or subcontract any performance of its obligations hereunder without the written consent of WISD, may be deemed void within WISD's sole discretion. Any such subcontract, delegation, or assignment shall be subordinate to the terms of this agreement. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of this Agreement, and all applicable Federal, State, and local laws and regulations.

55. **No Third-Party Obligations.** Partner may not enter into any written or oral contracts for the operation of any part of the Program without the prior written approval of WISD.

56. **Indemnification.** Except for the intentional or willful misconduct of WISD, Partner agrees to indemnify, defend, and hold harmless WISD and its officers, agents, employees, and volunteers, from and against any suits, actions, claims, causes of action, demands, judgments, liens, and losses (including attorney's fees and costs) whatsoever, arising out of or relating to, the acts, omissions, and obligations of Partner, its officers, agents, employees, contractors, and volunteers, under this Agreement.

- I. WISD may select defense counsel of its choosing for the purposes of its legal representation in defense of any action in which Partner is being required to defend WISD.
- II. This indemnification clause's provisions shall not be limited to or by insurance coverage availability.

- III. Partner further agrees to waive all rights of subrogation against WISD for any loss, cost or expense arising out of, or relating to, WISD's alleged failure to fulfil any obligations relating to this Agreement.
- IV. Partner's duty to defend and indemnify WISD survives the expiration and termination of this Agreement.

57. **Press Release and Communication.** Communication with the press, television, radio, or any other forms of media Partner shall make specific reference to WISD as the sponsoring agency, which is funded by the Administration for Children and Families, Department of Health and Human Services. All contacts with the media concerning the operation of the Program shall be reported immediately to WISD.

58. **Entire Agreement/Modifications.** This Agreement constitutes the entire agreement between the Parties. Except as otherwise provided in this Agreement, this Agreement may be modified, altered, or revised only on the written consent of both parties hereto. The parties acknowledge this Agreement is subject to any additional restrictions, limitation, policies, or conditions enacted, by the federal or state government, any applicable local government or any law or regulation enacted, by the federal or state government or any applicable local government which may affect the provisions, terms, or funding of this Agreement, and WISD may unilaterally amend this Agreement solely in this regard.

59. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

60. **Titles.** The titles to the paragraph of this Agreement and the Exhibits thereto are solely for the convenience of the parties and are not an aid in the interpretation of this Agreement.

61. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Party against whom waiver is asserted.

62. **Attorney's Fees.** If a Party brings a legal action to interpret or enforce this Agreement, the prevailing Party shall recover, in addition to any other relief, reasonable attorney's fees and costs incurred in such action. If no monetary relief is granted, the prevailing Party shall be as determined by the Court.

63. **Michigan Law.** Except where controlled by federal statutes or administrative regulations, this Agreement shall be governed according to the laws of the State of Michigan.

64. **Venue.** Any legal action brought to interpret or enforce this Agreement shall be brought in the Circuit for the County of Washtenaw or other Michigan court of competent jurisdiction and proper venue.

65. **Notices.** Any notice required by this Agreement shall be deemed to have been sufficiently communicated when (1) personally delivered; or (2) on the second business day after mailing by overnight delivery, postage prepaid to the following: Gretchen's House; Gretchen Preseton,

Founder/Owner, 4531 Concourse Dr. Ann Arbor, MI 48108; and Washtenaw Intermediate School District, Attn: Naomi Norman, Superintendent, 1819 S. Wagner Rd., Ann Arbor, MI 48103.

66. **Authority.** By signing below, the signatories represent they have the authority to execute this Agreement on behalf of the respective Parties.

67. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

68. **Definitions.** All abbreviations and acronyms in this Agreement shall have the meaning defined by this Agreement, or where not defined herein, as defined by the Act and implementing regulations.

IN WITNESS WHEREOF. the parties hereto have caused this Agreement to be signed in their names and on their behalf by their duly authorized representatives effective as of the effective date first written above.

Gretchen's House

Washtenaw Intermediate School District

Name

Name

Title

Title

Date

Date

EXHIBIT A
REIMBURSEMENT REQUEST

Period of this Request:		Through :		Submission #:	
Description	APPROVED BUDGET	CUMULATIVE EXPENSES	PREVIOUSLY APPROVED	CURRENT EXPENSES	(OVER) / UNDER
Personnel					
Lead Teacher-salaries	\$ 377,446.00	\$ -	\$ -	\$ -	\$ 377,446.00
Associate Teacher-salaries	\$ 172,816.00	\$ -	\$ -	\$ -	\$ 172,816.00
Family Support Worker-salaries	\$ 48,512.00		\$ -	\$ -	\$ 48,512.00
Office Professional- salaries	\$ 8,496.00	\$ -	\$ -	\$ -	\$ 8,496.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Lead Teacher-benefits	\$ 301,731.00	\$ -	\$ -	\$ -	\$ 301,731.00
Associate Teacher-benefits	\$ 101,000.00	\$ -	\$ -	\$ -	\$ 101,000.00
Family Support Worker- benefits	\$ 32,000.00	\$ -	\$ -	\$ -	\$ 32,000.00
Office Professional- benefits	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00
		\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Child and Family service supplies	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreters	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ 1,050,751.00	\$ -	\$ -	\$ -	\$ 1,050,751.00
Signature of Sub-Recipient Business Office Official	Date Signed				

INFORMATION

1. Report Head Start expenditures on this form. Monies expended from local or other federal sources should be excluded.
2. Report only actual expenditures. Do not use estimates.
3. Report all expenditures on this report at the end of each period on a year-to-date basis.
4. At a minimum, this report is to be completed at the end of each calendar year quarter.
5. Attach records of line item expenditures with the quarterly report.
6. Attach Grant Funded Personnel Report.
7. Reports are to be received by the WISD within 15 days of the end of each quarter.
8. Send reports to LaDawn White, Preschool Grant Manager, Washtenaw Intermediate School District, 1819 S. Wagner Road, Ann Arbor, MI 48106
9. Questions concerning Head Start expenditures should be directed to LaDawn White whitel@washtenawisd.org

By signing the reimbursement request, I certify that this report was prepared by, or in cooperation with the business office. I further certify that the Agency records provide proper accountability for reported revenues and expenditures.

Staffing and Volunteers- Appropriately qualified, trained staff will be employed to provide services and ensure required child/staff ratios and volunteers will be fully utilized whenever possible. WISD may request Partner to employ additional staff to support the program and services when existing staffing structures are not sufficient.

EXHIBIT B

CONTACTS ROSTER

Title	Contact Person WISD 734-994-8100
Executive Director	Edward Manuszak x1275
Assistant Director	Alicia Kruk x1272
Preschool and Early Ed Coordinator	Kim Whiren x1322
Family Services Coordinator	Althea Wilson x3078
Grants Manager	LaDawn White x1384
Office Professional	Joe Allison x1832
Family Community Partner Specialist	Niema Lewis (nlewis@washtenawisd.org)
Family Support Specialist	TBD
Family Support Specialist	TBD
ERSEA Specialist	Christine Messer x1565
Health Specialist	Diana McPeck x3092
Education Manager	Melissa Pinsky x3071
Quality Assurance Specialist	Teresa Harrington x3079
Data Intake Specialist	Julie Simpson x1551
Mental Health Specialist	Carly Ly x1834

EXHIBIT C
MONTHLY REPORT CHECKLIST

Partner/Site: _____ Month/Year of: _____

In accordance with Part 1304.51(h)(1) of the Head Start Performance Standards, the following reports are due at the WISD Head Start Office by the 5th of each month, following the month being reported. To assist you in submitting a complete package of reports, use this checklist as you gather materials, checking each item as you include it in the packet, putting the forms in the order listed.

- ☐ Quarterly Reimbursement Sheet (July-September due October 15) (October-December due January 15) (January- March due April 15) (April-June due July 15)
- ☐ Directors Monthly Report- to be completed in Child Plus no later than the 5th of each month
- ☐ Health & Safety Checklist- prior to the first day with students
- ☐ Community Assessment (Due February 15)
- ☐ Quality Improvement Documentation
- ☐ Audit report (Due 180 days after the end of the Partner fiscal year)
- ☐ Inventory of all equipment (Due May 15, 2025)
- ☐ Budget and Narrative to be submitted into GABI February 15, 2025 (attach copy)
- ☐ Any changes in program (including names of new staff with credentials)
- ☐ Any changes in Parent Representatives to Policy Council
- ☐ Partner Recruitment Plan and Efforts (uploaded in ChildPlus: Monthly)
- ☐ Policy Committee Minutes including year to date budget report(uploaded in ChildPlus: Monthly)
- ☐ Other (please specify): _____

WITHIN 24 HOURS REPORTING REQUIREMENTS

Item	Instruction/Notes	
Licensing Visit Violation	Contract requirement	Email notification to Assistant Director report from Licensing on all visits within 24 hours
Child Suspension	HSPS 1302.17/ Contract requirement	Email notification to Assistant Director
Incident/Notification of Claims Reports	Contract requirement	See contract for specific information
Ouch/Accident Reports		All Ouch and/or Accident Reports must be made available for review within 24 hours of occurrence

FY24 Incident Reporting Form

How to Use This Resource

When health and safety incidents occur, Head Start recipients are required to report to the Office of Head Start (OHS) Regional Office immediately or as soon as practicable, and not later than seven calendar days following the incident. Head Start recipients should not wait for the completion of state or other investigations but should report immediately or as soon as practicable.

Recipients are responsible for reporting the following incidents, precipitated by staff, consultants, contractors, or volunteers, of:

- Potential child abuse, neglect, and inappropriate conduct by program staff, consultants, contractors or volunteers.
- Inadequate supervision.
- Unauthorized release.
- Child injuries resulting from intentional or unintentional acts (such as playground injuries) that require either hospitalization or emergency room medical treatment, such as a broken bone; a severe sprain; chipped or cracked teeth; head trauma; deep cuts; contusions or lacerations; or animal bites.

This sample form can be used or adapted to fulfill this requirement; however, it is not required. If the recipient has an incident form readily available containing the information requested on this form, then the recipient's existing form may be used.

Submit this form, or the recipient's incident form with similar information, via the Head Start Enterprise System (HSES) Correspondence tab, with attention to your assigned Program Specialist, and copy the Supervisory Program Specialist or Regional Program Manager. Please include all information or documentation pertinent to the incident being reported. Please do not include any personal identifiable information (PII) for children and adults involved in the incident.

If you have any questions or need assistance completing this form, please reach out to your assigned Program Specialist.

FY24 Incident Reporting Form

Sample Incident Reporting Form

Part 1: Program Information

Recipient Name: Washtenaw Intermediate School District

Grant(s) #: 05CH010612-06-00

Subrecipient/Partnership: _____

Incident Number	Date incident occurred	Date recipient became aware of incident	Date reported to state, local, or tribal entities	Date reported to OHS
Incident 1				
Incident 2				
Incident 3				

Part 2: Reporting

Has the recipient made reports to the following parties, as needed?

Additional Reporting	Notified? (Y/N/NA)	Date Notified	Additional Details (mode of notification, etc.)
Families of involved or potentially affected children (such as children in the same classroom, setting, etc.)			
Licensing agency or tribal agency			
Law enforcement			
Child Protective Services			
Governing body			
Policy Council			

If law enforcement was involved, please provide the details of their involvement:

If this was reported by a public media source, please provide the details of the news outlet (newspaper, stations, available video, including links to the sources):

FY24 Incident Reporting Form

Is video footage available for any of the reported incidents? Please provide a link to the video available.

Current Status of Incident Investigation

- ☐ Information Gathering (information still being gathered by recipient)
- ☐ Alleged, under investigation by state, local, or tribal entity
- ☐ Substantiated (details have been fully investigated and allegations are substantiated)

Additional details:

Part 3: Type of Incident

Select the type of incident:

☐ **Serious Child Injury**

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

☐ **Inadequate Supervision**

Incidents involving lack of supervision while in the care or under the supervision of program staff, consultants, contractors, or volunteers, which includes leaving a child alone anywhere on the grounds of a Head Start facility, as well as outside the facility in a parking lot, on a nearby street, or on a bus or another program-approved transportation or excursion.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

- o Number of minutes of Inadequate Supervision
- o Child left inside or outside

☐ **Unauthorized Release**

Incidents where a child is released from a Head Start facility, bus, or other program-approved transportation to a person who does not have the permission or authorization from the child's parent or legal guardian to receive the child, or to a location where no adult is present.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

FY24 Incident Reporting Form

Which of the following best describe the incident? Check all that apply.	
Child is released to an unauthorized adult who is <i>known</i> to the program and/or the child's parent or legal guardian, and...	
The parent or legal guardian has previously given verbal authorization to the program to release the child to this individual.	
The parent or legal guardian has NOT previously given verbal authorization to the program to release the child to this individual.	
The individual is under the age of 18, such as siblings or other relatives.	
The parent or legal guardian has previously informed the program NOT to release the child to this individual because the adult presents risk to the child.	
Child is released to an unauthorized adult who is <i>unknown</i> to the program and/or the child's parent or legal guardian (stranger).	
Child is released to the wrong location or to a location without any adult supervision.	

☐ **Potential Abuse, Neglect, or Inappropriate Conduct**

Incidents involving program staff, consultants, contractors, or volunteers that instill fear or humiliate a child, or incidents involving suspected or known physical, verbal/emotional, or sexual child abuse.

Which incident does this apply to? ☐ Incident 1 ☐ Incident 2 ☐ Incident 3

Review the definitions below and select the best description of the potential abuse, neglect, or inappropriate conduct reported:

☐ **Physical abuse** is the intentional act by a staff member, consultant, contractor, or volunteer to cause physical harm to a child's body. Physical abuse may result in bruises, lacerations, fractured bones, burns, internal injuries, or serious bodily harm. Select which of the following actions were reported:

- ☐ **Binding** (may also be reported as tying or taping)
- ☐ **Hitting** (may also be reported as smacking, swatting, tapping, slapping, spanking)
- ☐ **Kicking**
- ☐ **Pinching** (may also be reported as poking)
- ☐ **Pulling** (may also be reported as dragging, tugging, grabbing, yanking)
- ☐ **Punching** (may also be reported as popping or striking)
- ☐ **Pushing** (may also be reported as shoving)
- ☐ **Shaking**
- ☐ **Throwing** (may also be reported as tossing, launched, flung)
- ☐ **Corporal or Physical Punishment**
- ☐ **Other** _____

FY24 Incident Reporting Form

- ☐ **Verbal or emotional abuse** occurs when an adult's actions or inactions cause harm to a child's psychological or intellectual functioning. Select which of the following actions were reported:
- ☐ Using isolation to discipline a child
 - ☐ Using toilet learning/training methods that punish, demean, or humiliate a child
 - ☐ Use of public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child
 - ☐ Use of profanity, sarcastic language, threats, or derogatory remarks about the child or child's family
- ☐ **Sexual abuse** is a term used to describe the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children.
- ☐ **Inappropriate Sexual Behavior:**
Any conduct that does not meet the definition of sexual abuse but is derogatory in nature, such as:
- ☐ Verbal comments, gestures, pictures shown, or other communication of a sexual nature to a child by a staff member, consultant, contractor or volunteer.
 - ☐ Making comments that are demeaning, sexually suggestive, or derogatory about gender, body, or clothing.
- ☐ **Neglect:**
Child neglect is frequently defined as the failure of a staff member, consultant, contractor, or volunteer with responsibility for the child to provide needed food, clothing, shelter, and/or medical care to the degree that the child's health, safety, and well-being are threatened with harm.
- ☐ **Inappropriate Conduct:**
Inappropriate conduct is any behavior exhibited by a staff member, consultant, contractor, or volunteer and a child(ren) that is not best practice. The intent of the conduct may be to stop or prevent a child from engaging in an action or behavior, but it is *not* executed in a way that supports age-appropriate behavioral management techniques. Select which of the following actions were reported:
- ☐ Using or withholding food as a punishment or reward
 - ☐ Using physical activity or outdoor time as a punishment or reward
 - ☐ Use of blame or negative labeling of a child
 - ☐ Restraining (does not cause bodily injury)
 - ☐ Pulling (does not cause bodily injury)
 - ☐ Pushing (does not cause bodily injury)
-

FY24 Incident Reporting Form

Part 4: Incident Details

Please fill in requested information in the table below.

	Incident 1	Incident 2	Incident 3
Center name(s)			
Location of incident (e.g., classroom, hallway, playground)			
Time of incident			
Number and ages of children involved			
Activity taking place at the time of the incident			
Classroom ratio at the time of the incident			

Child and Family Information

	Incident 1	Incident 2	Incident 3
Was a child injured as a result of the incident, and if so, what medical care was provided?			
What support has been provided to families of children involved? When was the support provided?			
Is the child still enrolled in the program?			

Adults Involved in the Incident (add details or additional lines as needed):

	Which incident(s) was this adult involved in?	Title and Type of Employment Indicate the title of the individual (do not include an individual's name) and the type of employment (permanent, temporary, substitute, volunteer, contractor)	Hire/Start Date of Individual	Current employment status (e.g., currently working, on leave, terminated)	Date of last criminal record check (CRC)
Adult 1					
Adult 2					
Adult 3					
Adult 4					

EXHIBIT D

DRUG-FREE WORKPLACE REQUIREMENTS RECIPIENTS OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the recipient is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by recipients that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for recipients other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the recipient does not identify the workplaces at the time of application, or upon award, if there is no application, the recipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the recipient's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the recipient shall inform the agency of the change(s), it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Recipients' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a recipient directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the

performance of work under the grant and who are on the recipient's payroll. This definition does not include workers not on the payroll of the recipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the recipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The recipient certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, employee assistance programs
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in medicare or medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/recipient (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which subrecipients shall certify accordingly.

EXHIBIT E
INSURANCE REQUIREMENTS

Certificate of Insurance shall be provided to WISD.

Types of Insurance Partner: Minimums

General Liability	\$1,000,000 per occurrence/\$2,000,000 policy aggregate
Abuse/Molestation	\$500,000 per occurrence/\$1,000,000 policy aggregate
Professional Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Employment Practices Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Worker's Compensation	\$1,000,000 per occurrence

EXHIBIT F

CONFIDENTIALITY OF PARTICIPANT RECORDS

It is the responsibility of all WISD and Partner employees, contractors, and agents to safeguard sensitive and Confidential Information of their clients. Each supervisor /manager bears the responsibility for the orientation and training of his/her employees to ensure enforcement of the confidentiality policy.

Except as required by law, WISD and Partner employees, contractors or agents may not at any time disclose or use, either during current or subsequent employment, any Confidential Information or other sensitive information, knowledge, or data that is received or developed during employment with WISD or Partner.

The term "client" includes students and their parents or guardians.

Confidential information is included but is not limited to the name, address, phone numbers and emails of clients, services provided to clients, reason(s) for such services, client employment or financial history, and all student records (relating to academics, physical or mental health, disciplinary action or otherwise).

Confidentiality shall always be maintained except as disclosure of such information is authorized by the funding source contract provisions, pre-authorization from client, or as required by law or court order.

EXHIBIT G
STANDARDS OF CONDUCT

WISD abides by the Head Start Standards of Conduct as identified in Head Start Program Performance Standard 45 CFR 1302.90(c), requiring staff, Partners, consultants, and volunteers to abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive behavior strategies to support children's well-being and prevent and address challenging behavior.
2. Ensure staff consultants, contractors, and volunteers do no maltreat or endanger the health and safety of children, including, at a minimum, that staff must not: use corporal punishment; Use isolation to discipline a child; bind or tie a child to restrict movement or tape a child's mouth; use or withhold food as a punishment or reward; use toilet learning/training methods that punish, demean, or humiliate a child; use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child; physically abusing a child; use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or, use physical activity or outdoor time as a punishment or reward.
3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and,
5. Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

EXHIBIT H

HEALTH AND SAFETY PROTOCOLS

Partner is required to follow state licensing regarding violations and in addition to licensing, notification to WISD is also required. Licensing Type "A" or "B" violations in any classrooms or outdoors with Head Start/Early Head Start children must be reported to WISD within 24 hours. All other types of violations must be reported to WISD within 48 hours of incident. In addition, any relevant CCL communication received and provided to CCL must be reported to WISD, (i.e., CCL report received, Unusual Incident reports, corrective action plan created in response to violation).

A program must establish a system of health and safety practices that ensure children are always kept safe. Daily checks prior to children arriving, a safety inspection needs to take place for the interior and exterior of the facility, and a monthly inspection for safety. REFERENCE: Performance Standard 1302.47 Safety Practices. This system must be shared with WISD and allow WISD to view the monitoring in place, as well as visit and complete onsite monitoring using the tools created.

A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with Performance Standard 1302.102 that include policies and practices to ensure all facilities, equipment and material, background checks, safety training, safety and hygiene practices, and administrative safety procedures are adequate to ensure child safety. This will include a disaster preparedness plan for each location to include natural and manufactured disasters and emergencies. To ensure the safety of the staff and children, emergency drills (fire, earthquake, and intruder) are required to be conducted on a regular basis throughout the school year. Fire drills are conducted monthly, with the first one completed the same month as program year starts. Earthquake and intruder alert drills will be conducted twice a program year per location. REFERENCE: Performance Standard 1302.47, 1302.90; CA code of regulations, Title 19, CA fire code (403.5.1).

A center base program must have at least thirty-five square feet of usable indoor space per child available for the care and use of children, (exclusive of bathrooms, halls, kitchen, staff rooms, and storage spaces) and at least 75 square feet of usable outdoor play space per child. REFERENCE: Performance Standard 1302.21 (d).

Everyone is responsible for the supervision and well-being of all children in the classroom and outdoor playgrounds. It is the expectation that staff are aware at all times of the children in their care, how many children, and where they are while in their care. The set up in the classroom or the family childcare home must be designed in a way to prevent children from getting into any unsupervised areas inside or outside on the playground. Head counts are important and required to maintain safety, ratios, and accountability of children and staff. A program must maintain health and safety records for monitoring and audit purposes to ensure compliance.

HEALTH SCREENING REQUIREMENTS

All health screenings must be completed every school year for each child and within the required time frames listed in the chart below. This includes collecting a physical exam and dental exam every year.

IMMUNIZATIONS: At the time of a child's initial attendance, a center shall obtain a certificate of immunization showing a minimum of 1 dose of each immunizing agent (DTaP, Pneumococcal Conjugate, Hib, Polio, MMR, Hepatitis B and Varicella). Immunization status must be entered and the immunization record must be attached under the Immunizations Tab in ChildPlus before the child starts school.

When a child whose immunizations were not up-to-date at the time of enrollment has been in attendance for **4 months**, an updated certificate showing completion of all additional immunization requirements must be kept on file, unless there is a signed statement by a licensed health care provider stating immunizations are in progress. A current, certified State of Michigan Nonmedical Immunization Waiver Form will be accepted if a parent or legal guardian holds a religious or other objection that prevents a child from receiving vaccines. Waivers must be uploaded into ChildPlus.

Any child who fails to submit the required immunization information shall not be admitted into the program. A child can be enrolled once the immunization requirement is met.

HEALTH SCREENING	HOW OFTEN?	WHEN DUE AFTER STARTING SCHOOL
Immunizations	before enrollment & ongoing if immunizations are missing	before enrollment
Health History	once & review annually	30 days
Nutrition Assessment	once & review annually	30 days
Physical Exam	annually	30 days
Developmental & Behavioral Screenings	annually	45 days
Vision & Hearing Screenings	annually	45 days
Dental Exam	annually	90 days
Growth Assessment	annually	90 days
Hemoglobin/Hematocrit	annually	90 days
Blood Pressure	annually	90 days
Lead Questionnaire	annually	90 days
Tuberculosis Questionnaire	annually	90 days

EXHIBIT I

TRANSPORTATION SERVICES

If a program does not provide transportation services, either for all or a portion of the children, it must provide reasonable assistance, such as information about public transit availability, to the families of such children to arrange transportation to and from its activities and provide information about these transportation options in recruitment announcements. REFERENCE: Performance Standard 1303.7O(b)

If the program is providing transportation services, the goal of the Transportation Department is to provide safe, effective, and efficient transportation for all children in the program. The Transportation Department is an integral part of the educational system, contributing significantly to the learning process by providing pedestrian safety training and safe, dependable transportation. All accidents involving vehicles that transport children are reported in accordance with applicable state requirements.

If the program provides fieldtrip services, the program must not charge eligible families a fee to participate in Early Head Start/Head Start and cannot in any way condition an eligible child's enrollment or participation in the program upon the payment of a fee. REFERENCE: Performance Standard 1302.1 S(a)

Vehicles used to transport children must be equipped with age, height and weight appropriate child safety restraint systems as defined in part 1305.2. (Child restraint system means any device designed to restrain, seat, or position children that meets the current requirements of Federal Motor Vehicle Safety Standard No. 213. REFERENCE: 49 CFR 571.213

Transportation / Pedestrian safety packet will be provided to each family at the orientation process. The parents will review the packet with staff and sign the cover page. The cover page will go into the child's file and the packet will go with parent for future use.

For the safety of the children, each driver must have up to date rosters and lists of the adults each child is authorized to be released to, including alternates in case of an emergency; and ensure no child is left behind, either at the classroom or on the vehicle at the end of the route. A bus monitor is required when transporting children to and from school. If a school is providing transportation services, it is required to teach safe riding practices, safety procedures for boarding and exiting the bus, crossing the street at stops, danger zones emergency evacuations, and participate in three (3) emergency evacuation drills on the vehicle, each program year.

A program must ensure any person employed as a driver receives training prior to transporting any enrolled child and receives refresher training each year. Training must include classroom and behind the wheel instruction sufficient to enable the driver to operate the vehicle in a safe and efficient manner, safely run a fixed route, administer basic first aid in case of injury, handle emergencies, vehicle evacuations, special equipment, routine maintenance, and safety checks of the vehicle, and maintain accurate records as necessary. This includes topics related to children with disabilities. We must follow LARA and state of Michigan transportation guidelines and in accordance with the WISD Transportation Policy.

EXHIBIT J

INVENTORY

It is the responsibility of the Partner to maintain the inventory of materials including technology, provide technical support to the teaching staff, and repair or replace any that are damaged. Upon termination of contract, all WISD issued technology will be returned to WISD.

Partner will have a written technology policy that governs the use and protection of technology, and includes the following information: employees should have no expectation of privacy of anything created, stored, reviewed, accessed, or deleted from the technology; to only access files or programs for which they have been given authorization; disciplinary actions for unauthorized review of files, dissemination of passwords, damage to systems, and improper use of information.

EXHIBIT K
PUBLIC COMPLAINTS AND GRIEVANCES

Partner agrees to notify WISD's Partner Manager in writing, by the end of the next attendance day of receiving a formal parent complaint. This procedure will be written in the Partner's Parent Complaint Policy. Failure to notify WISD staff regarding a formal parent complaint may result in termination of this Agreement. Partner shall outline parent complaint procedures in their Parent Handbook or similar document that shall be provided to all parents at finalization.

EXHIBIT L

Washtenaw Intermediate School District Early Head Start Center-Based Program Calendar

Date	Event
July 1 – August 16	Recruitment and enrollment
August 19 – August 21 st	Program level Professional Development and Classroom Preparation
August 22 nd – August 23 rd	WISD Early Childhood Conference
August 26 th – August 30 th	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 nd	No School – Staff Holiday
September 25 th	First Day of Class
November 14 th – November 15 th	No classes - Conferences
November 27 th – November 29 th	No classes – Holiday Break
December 23 rd – January 1st	No classes – Holiday Break
January 20 th	No classes – Holiday
May 26th	No class – Memorial Day
June 5 th – June 6 th	No classes Home Visits
June 19 th	No Classes – Juneteenth Holiday
July 4th	No classes – Holiday
August 8	Last Day of Class

Children attend Monday through Friday 8:30 am to 3:30 pm. One Friday per month except for in November, December and January children will not attend for staff to be provided professional development.

Total hours of classroom time scheduled – 1442

This will allow us enough time to cover any building closure days that happen during the program year.

EXHIBIT M
WISD SELECTION CRITERIA

New Universal Selection Criteria 2025 – 2026

Income	Points	Definition
Foster	200	Includes Kinship – Relatives that are licensed foster parents
Homeless	300	EPHY Liaison Approved “Child must meet criteria for McKinney-Vento Act and paperwork must be submitted.” A-3. What criteria may an LEA consider when determining if a child or youth lives in “substandard housing”? The inclusion of substandard housing in the definition of homeless children and youths has caused some confusion because standards for adequate housing may vary by locality. In determining whether a child or youth is living in “substandard housing,” an LEA may consider whether the setting in which the family, child, or youth is living lacks one of the fundamental utilities such as water, electricity, or heat; is infested with vermin or mold; lacks a basic functional part such as a working kitchen or a working toilet; or may present unreasonable dangers to adults, children, or persons with disabilities. Each city, county, or State may have its own housing codes that further define the kind of housing that may be deemed substandard.
Public Assistance	100	Includes Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), and Supplemental Nutrition Assistance Program (SNAP)* *The Office of Head Start expended its interpretation of public assistance to include SNAP (Supplemental Nutrition Assistance Program). Public Assistance language guidance was updated to include SNAP.
0 -100%	80	Income between 0 – 100%
101% - 250%	20	Income between 101 – 250%
251% and Above	0	Income 251% and above

Age – Based on Class Age of December 1st	Points
18-24	30
25-30	20
31-36	5
37-48	40
49-59	20

Educational Risk Factors	Points	Definition
IEP with Inclusive Preschool/Michigan Mandatory Special Education (MMSE) IFSP	60	A child who has an active inclusive IEP IEP child transitioning from ECSE
Current IFSP (Part C)/IEP	45	A child who has an active IFSP/IEP Documented disability and receiving services through Early on
Documented Development Concerns (child)	15	Documented developmental concerns by a professional. <ul style="list-style-type: none"> Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

		Noted from a professional but not receiving any services. Referral needed
Parent Concern	5	Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

Previously Enrolled	Points	Definition
Early Head Start/Head Start	5	A child who has been a participant (received services) in Early Head Start/Head Start but is no longer due to a break in service. This also includes children who had received services in another county/state.
Early On	7	A child who has been a participant (received services) in Early On but is no longer due to a break in service. This also includes children who had received services in another county/state.

*Grey indicates a drop-down box. This section was updated.

Additional Risk Factors	Points	Definition
<ul style="list-style-type: none"> Applicant Experienced Physical, Sexual, and Verbal Abuse. Applicant Experienced Physical and/or Emotional Neglect The applicant witnessed abuse of the family or household. 	30	<p>Physical abuse is deliberately aggressive or violent behavior by one person toward another that results in bodily injury. (American Psychological Association)</p> <p>Sexual abuse is unwanted sexual activity, with perpetrators using force, making threats, or taking advantage of victims not able to give consent. (American Psychological Association)</p> <p>Verbal abuse is extremely critical, threatening, or insulting words delivered in oral or written form and intended to demean, belittle, or frighten the recipient. (American Psychological Association)</p> <p>Child neglect is the denial of attention, care, or affection considered essentially for the normal development of a child's physical, emotional, and intellectual qualities, usually due to indifference from, disregard by, or impairment in the child's caregivers. (American Psychological Association)</p> <p>Domestic Violence is a pattern of behaviors used by one partner to maintain power and control over another partner in an intimate relationship. (National Domestic Violence Hotline)</p>

Caregiver has History of Domestic Violence/Abuse	20	Combo of domestic violence Applicant would get one or the other
History of substance abuse of Parent/Caregiver	20	Substance abuse is a pattern of compulsive substance use marked by recurrent significant social, occupational, legal, or interpersonal adverse consequences, such as repeated absences from work or school, arrests, and marital difficulties. (American Psychological Association)
Documented Chronic Physical/Mental Illness and/or Exposure to toxic substances for child, parent and/ or siblings.	15	<p>Documented chronic physical/mental illness by a medical professional.</p> <ul style="list-style-type: none"> Chronic physical illness is defined as an enduring health problem that will not go away – for example diabetes, asthma, arthritis, or cancer. Chronic physical illness can be managed, but they cannot be cured. Severe allergies- for example a food allergy. With documentation from Medical Professional. <p>Mental illness are health conditions involving change in emotion, thinking or behavior (or a combination of these). Examples are depression, anxiety, obsessive compulsive disorder, post-traumatic stress disorder, etc.).</p> <p>Exposure to toxic substances known to cause learning or developmental delays. Documentation:</p> <ul style="list-style-type: none"> Medical or hospital records Parent report Social services referral <p>Including but not limited to.</p> <p>Examples of substances include lead, mercury, water pollution, etc.</p> <p>Prenatal or postnatal toxic exposure including Fetal Alcohol Syndrome, children born addicted, or environmentally induced respiratory problems.</p>
Death in Immediate Family	20	A death in the household/immediate family member. This includes any family member that has close ties and is actively involved. This includes deaths due to COVID.
Guardian is not Parent (non-foster)	10	The Guardian of child is not the biological parent and is not in foster care

Parental separation/ Extended absence Drop box: divorce deportation incarceration military service	Drop down: 10	At any point of a child's life
Exposure to violence in applicants living environment and/or exposed to traumatic event.	10	Exposure to violence or traumatic events can harm a child's emotional, psychological, and even physical development. Including but not limited to: <ul style="list-style-type: none"> • Neighborhood shootings • Neighbors fighting • Witnessing death • Family disturbance such as fights.
Refugee Humanitarian Parolee/ Immigrant fleeing violence	10 points	Family or child: <ul style="list-style-type: none"> • Within 12 months
Documented Severe or Challenging Behavior	10	Child has been expelled from preschool or childcare center. Child's behavior has prevented participation in another group setting or mental health professional has referred. Documentation: <ul style="list-style-type: none"> • Exclusion from other preschool/childcare programs • Social services or medical referrals • Parent interview questions/report • Legal report or restraining order • Staff documentation on home visits or other contacts Definition per the Great Start Readiness Program eligibility factors
Behavior Concerns (Child)	5	Behavioral concerns by an educational or medical professional. <ul style="list-style-type: none"> • Behavioral concerns include behaviors that would potentially limit the educational experience of the child without behavioral intervention. Noted from a professional but not receiving any services. Referral or doctor note needed. Or Parent Concern

Family Primary Language is not English	5 points	English is not spoken in the child's home; English is not the child's first language. Documentation: • Parent or advocate report Definition per the Great Start Readiness Program eligibility factors
Single Parent	10	An individual bringing up a child without the other parent living in the home.
Parent and/or siblings Chronic physical/mental illness/diagnosed disability.	5	Includes parent(s) with a learning disability.
Unstable Housing	5	Is in home foreclosure or has frequent changes of residence – 3 times (multiple move) within 12 months – referenced health.people.gov
Parent Lacks High School Diploma/GED/has noticeable literacy issue	10	Current caregiver has not graduated from high school/GED or is illiterate
Parent was a Teenager	10	Teen parent (not age 20 when first child born) If child is a much later birth, rather than the first child of a teenager or one of several in proximity, the factor may or may not cause risk and should be examined carefully. Documentation: • Birth certificate • Ages of siblings Definition per the Great Start Readiness Program eligibility factors
4 or more children in the immediate family	3	A family that has 4 or more children living in the home
Child has no Health insurance at time of Enrollment.	5	At the time of application. The family has no active health insurance
Child does not have an established medical home or an Established Dental Home (for children 1 year or older) at the time of enrollment.	3	Family cannot provide name or information about a medical home and dental home during enrollment.

Early Head Start Only	Points	Definition
Birth weight <5.8 lbs. (under 24 months)	10	Parent/Guardian report

Color Key Codes

Required Factor

ACEs (Adverse Childhood Experiences)

GSRP (Great Start Readiness Program)

EXHIBIT N
**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED
CERTIFICATIONS AND ASSURANCES**

SF 424B

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended,

relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complies, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection

of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress,

an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Date

Title



Signature of Applicant Organization Representative

10/9/24

Date

Executive Director

Title

Gretchen's House Child Care Centers

Applicant Organization

EXHIBIT O
WASHTENAW INTERMEDIATE SCHOOL DISTRICT HEAD START/EARLY HEAD START
BY-LAWS

BY – LAWS

ARTICLE I - NAME

The name of this organization shall be Washtenaw Intermediate School District Head Start/Early Head Start Policy Council, hereafter known as WISDHSPC.

ARTICLE II - PURPOSE

Section 1. Provide in-put to the Washtenaw County Intermediate School District Head Start/Early Head Start Board of Education concerning the local Head Start/Early Head Start Programs.

Section 2. Assist in the planning and development of Washtenaw County Intermediate School District Head Start/Early Head Start in an effort to create better program operation and communication between staff and parents.

Section 3. To bring Head Start/Early Head Start, the community at large, and the general public in closer communication.

Section 4. To provide in-put to the Administration of Children, Youth, and Families, (ACYF) and to serve as a link between local programs and the Michigan Head Start/Early Head Start Association.

ARTICLE III - MEMBERSHIP

Section 1. Control: The business and affairs of WISDHSPC shall be managed and controlled by its members.

Section 2. Selection of Members:

A. There shall be one (1) parent member per every 50 enrolled Head Start students and one (1) alternate elected from each site, and Early Head Start. All program options must be proportionately represented. Each member shall have voting privileges. Alternates may only have voting privileges in the absence of other voting members.

B. Community Representatives - There shall be three (3) Community Representatives elected by the parent members of WISDHSPC. Community representatives shall have voting privileges and may be parents of past enrolled children.

C. Washtenaw Intermediate School District Board of Education- There shall be one (1) WISD Board of Education member to serve as a liaison between Policy Council and the WISD Board of Education. The liaison shall have voting privileges.

Section 3. Membership Term: The members of WISDHSPC shall serve for a period of one (1) year.

- If the member intends to serve for another year she/he must stand for re-election.
- A policy council member, and policy committee member at the delegate level, may serve no more than (5) five terms.

Section 4. Resignations: Any member of WISDHSPC may resign in writing to their local center Chairperson. The chairperson will then report it to the Policy Council.

Section 5. Vacancy: Any vacancy occurring in this organization shall be filled according to Article III, Section 2.

Section 6. Removal of a Policy Council Member: Any member of WISDHSPC may be removed from the Policy Council membership by 2/3 majority of the quorum by secret ballot vote if the procedures below have been followed:

A. When a Policy Council member is deemed by the Appeal Committee not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson in writing of his/her performance deficiencies and shall be given not less than (30) days to make the necessary improvements. If the member does not make necessary improvements within the period to justify retention, s/he may be removed following secret ballot vote by the Council's quorum. All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC member, who claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The member will submit within (10) business days following the written reprimand a letter of explanation of the Chairperson of the Appeal Committee with a copy to the WISDHSPC Chairperson. The Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the committee. The WISDHSPC Chairperson may attend all proceedings of the Appeal Committee, but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal/state performance standards covering program governance.

ARTICLE IV – OFFICERS

Section 1. Officers: The officers of WISDHSPC shall consist of the Chairperson, Vice chairperson, and Secretary-Treasurer. Other officers may be elected as are deemed necessary. Community representatives may hold any of the elected offices. Alternates may hold any office.

Section 2. Elections: Officers shall be nominated and elected from the voting members of WISDHSPC. Alternates may be nominated and elected but may not vote in the election, unless they are taking the place of a regular voting member. They shall hold office from the day of their election until the next annual meeting, or until the successor to that office has been elected and qualified. The elections shall be held by secret ballot and counted in the room of the meeting.

Section 3. Removal of Officers: Any officer of WISDHSPC may be removed from the position s/he holds by a 2/3 majority of the quorum by secret ballot vote if the procedures have been followed:

A. When a Policy Council officer is deemed by the membership not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson (or Vice Chairperson) in writing of his/her performance deficiencies and shall be given not less than thirty (30) days to make the necessary improvements within that period to justify retention, s/he may be removed from office final secret ballot vote by the Council quorum All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC officer, claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The officer will submit within ten (10)business days following the written reprimand a letter of explanation to the Chairperson of the Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the Committee. The WISDHSPC Chairperson may attend all proceedings but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal performance standards.

Section 4. Vacancy: Any vacancy of an office shall be filled by the voting membership for the remaining term according to Article IV, Section 2.

Section 5. Chair Duties: The duties of the Chairperson are to preside over all meetings of the organization. The Chairperson shall perform other duties as prescribed by the membership. The chairperson will insure all responsibility of the Policy Council as stated in federal performance standards. Policy Council Chairperson will be the official representative of the Policy Council to the WISDHS Board of Directors. The chairperson may vote to make or break a tie. The Chairperson will attend all Budget meetings.

Section 6. Vice-Chairperson Duties: The duties of the Vice-Chairperson are: to preside in the absence of the Chairperson; perform other duties of the chair in the absence of the Chairperson. This person shall be

subject to all restrictions of the chair. The Vice-Chairperson shall perform other duties as prescribed by the membership. In the absence of the chair, will attend the Board Meeting.

Section 7. Secretary Duties: The duties of the Secretary are: to conduct a roll call before each meeting; to insure that notices are given in accordance with the provisions of these By-Laws; to keep accurate minutes of all meetings of WISDHSPC; to recite the minutes of the previous meeting to the members present at each meeting; and to have the responsibility for having the minutes submitted to the Director at least ten (10) days prior to the coming meeting. The Secretary shall perform other duties as prescribed by the membership.

ARTICLE VI - MEETINGS

Section 1. Annual Meetings: The annual meeting of WISDHSPC shall be held during the month of October of each year for the purpose of electing officers and for the transaction of any business authorized or required by WISDHSPC.

Section 2. Regular Meeting and Notice: The regular meetings of WISDHSPC shall be held monthly at such time and place as may be designated by the organization. Written notice for a monthly meeting must be given not less than five (5) days prior to the regular meeting.

Section 3. Quorum: A quorum shall consist of any four (4) representatives of the voting membership; representing at least three (3) of the Head Start/Early Head Start sites. For emergency purposes only if there are not enough voting members to make a quorum: If there is at least one voting member from each target area, a vote can take place to temporarily approve of actions until final approval at the next meeting. If the Chairperson is one of those voting members he/she can vote.

Section 4. Per-Diem: Voting members of WISDHSPC may submit a request for the Head Start/Early Head Start Policy Council Per-Diem in writing at each meeting. A W-9 must be completed each school year to be eligible for the per-diem.

Any action that could be taken by the Policy Council at a meeting may be taken by informal polling of a majority of the members (i.e. telephone or other).

ARTICLE VII – COMMITTEES

Section 1. Special Committees: The Chairperson shall establish such committees as the membership may deem appropriate. Each committee is empowered to perform such duties as shall be prescribed and authorized by the membership. Any WISDHSPC may serve as a committee member.

ARTICLE X - AMENDMENTS

Section 1. The By-Laws may be amended as recommended by WISDHSPC by a 2/3 majority of the voting members present at any regular meeting. Notice of the nature of the changes in By-Laws to be proposed at such meetings shall have been given in writing to WISDHSPC members at least fifteen (15) days prior to such meeting.

Partner Agreement

Washtenaw Intermediate School District

Lincoln Consolidated Schools

Head Start

Program Year 2025 - 2026

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OHS Award # 05CH012694-01-00 PY 25-26

This Partner Agreement ("Agreement") is made and entered into effective **July 1, 2025**, by and between **Washtenaw Intermediate School District**, a Michigan education administrative agency located at 1819 S Wagner Rd, Ann Arbor, MI 48103, ("WISD" or "Recipient") and **Lincoln Consolidated** ("LCS" or "Partner"), a Michigan public school partner organization located at 7425 Willis Rd., Ypsilanti, MI 48197-8919.

GENERAL PROVISIONS

1. **Authority for Agreement.** Authorization for the Head Start program and Early Head Start program (EHS) is contained in the Head Start Act, Public Law 110-134 and 42 USC § 9801, et seq., (the "Act" or "Head Start") and implementing regulations, including 45 CFR Parts 1301-1305 and 2 CFR Part 200.
2. **Status of Parties.**
 - I. WISD is a recipient of the Office of Head Start ("OHS"), Administration for Children and Families ("ACF"), US Department of Health and Human Services ("HHS"), Grant Number 05CH012694-01-00 Catalog of Federal Domestic Assistance ("CFDA") number 93.600, to fund WISD's Head Start/Early Head Start Program to provide ongoing comprehensive child development services to benefit eligible children and their families ("Program") and which is the primary subject of this Agreement. Pursuant to this Agreement, WISD shall determine Program eligibility, maintain ultimate authority for all decision-making related to the Program, conduct oversight of Program operations, adhere to applicable Federal requirements, and use Federal funds to carry out the Program.
 - II. Partner shall have the status of a contractor within the meaning of 45 CFR § 75.351(b) and shall provide the services set forth in this Agreement. Partner is not a delegate agency or subrecipient within the meaning of the Act and implementing regulations. By entering into this Agreement, Partner expressly waives any benefits and protections afforded to delegate agencies and subrecipients, including but not limited to the rights to appeal and for-cause termination, and is not subject to the compliance requirements imposed on delegate agencies and subrecipients.
 - III. Partner certifies that it has the requisite skills and expertise necessary to carry out its obligations as set forth in this Agreement under the terms and conditions set forth herein.
 - IV. It is expressly understood between the Parties that Partner is an independent contractor and separate business entity from WISD, and neither Partner nor its officers, employees, or agents are employees of WISD. Nothing in this Agreement shall be construed as a joint venture, partnership, or other similar arrangement. WISD shall have no liability as an employer arising from or relating to Partner's performance of this Agreement and does not assume any debt, obligation, or contracts or Partner.

3. **Purpose of Agreement**

Under the terms and conditions set forth herein, the Parties shall have a contractual relationship whereby WISD provides funding to Partner for services needed to carry out a high-quality and comprehensive Program that meets expectations of children's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve their readiness for kindergarten. This Agreement does not constitute a delegation of services within the meaning of 45 CFR § 1303 Subpart D.

4. **Term**

The term of this Agreement shall be from **7/01/25-6/30/2026** with no guarantee of renewal and subject to early termination as set forth herein. No funds identified in this Agreement shall, without advance written approval of WISD, be obligated before the beginning of the term or after the end of the term, except for invoices which may be submitted up to, but not more than, sixty (60) days after termination of this Agreement.

5. **Exhibits**

This Agreement includes the following exhibits, each of which is attached hereto for reference purposes, unless otherwise expressly stated. Partner shall be responsible for knowledge of their contents and compliance therewith.

Exhibit A – Reimbursement Request

Exhibit B - Contacts Roster

Exhibit C – Monthly Report Checklist and Within 24 Hours Reporting Requirements and Incident Reporting Form

Exhibit D – Drug Free Workplace Requirements Recipients Other Than Individuals

Exhibit E - Insurance Requirements

Exhibit F - Confidentiality of Participant Records

Exhibit G - Standards of Conduct

Exhibit H - Health and Safety Protocols and Health Screening Requirements

Exhibit I - Transportation Services

Exhibit J - Inventory

Exhibit K – Public Complaints and Grievances

Exhibit L - Program Calendar

Exhibit M – WISD Selection Criteria

Exhibit N - U.S. Department of Health and Human Services Compendium of required certifications and Assurances

Exhibit O – WISD Policy Council By Laws

6. **Special Conditions**

WISD may impose any conditions on Partner's performance required by HHS /OHS and attached to its Notice of Award if such conditions impact or are required of Partner to implement this Agreement. Conditions are included in section 45 of this agreement.

FUNDING

7. Agreement Amount

Subject to the terms and conditions herein, and contingent upon WISD's receipt of funds for the operation of the Program, the total funds allocated to Partner for full and satisfactory performance of this Agreement, or the "federal share," shall not exceed \$323,370 over a 12-month (July 2025 - June 2026) period or \$7,186 per HS child per year, and Partner's expected in-kind contribution to the cost of operating the Program, the "non-federal share," shall be approximately \$80,843 (25%). Administrative costs are limited to no more than 10% of the cost of the agreement, or \$32,337.

- a. Program funding shall meet the requirements of 45 CFR § 1303.4 and the valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR §75.306.
- b. WISD shall allocate funds to Partner for full and satisfactory performance of this Agreement and based only on proven enrollment figures.
- c. Partner will not be separately reimbursed for Program-related expenditures and costs. WISD's financial obligation under this agreement is subject to the per child funding limitation set forth herein.

8. Non-Appropriation; Reduced Funding

WISD's financial and other obligations set forth in this Agreement are contingent upon receipt of Head Start/Head Start funds for the operation of the Program. In the event Program funds are not received or are reduced, the following provisions apply.

- I. To the extent that WISD does not receive the funds necessary for operation of the Program for any reason whatsoever, including a non-appropriation of funding, (collectively "non- appropriation"), this Agreement may be terminated immediately by WISD, or as directed by the funding source. In the event of a non-appropriation, WISD shall have no liability to pay any funds to Partner or furnish any other consideration under the Agreement, and Partner shall not be obliged to fulfill any provisions of this Agreement. WISD shall notify Partner in writing of any such non-appropriation or failure to receive funds as soon as possible and shall attempt to provide for orderly closeout of Program operations provided funds are received from the appropriate funding source for this purpose.
- II. To the extent the funds necessary for operation of the Program are reduced for any reason whatsoever, WISD shall have the option to either terminate this Agreement subject to the termination provisions herein, or to amend this Agreement to reflect the reduced amount subject to the approval of Partner. If WISD and Partner agree to amend the Agreement in response to a reduction in funding, the funding provisions, including the local contribution and budget plan set forth in Exhibit B, shall be adjusted accordingly.

9. **Budget**

Partner shall submit a Budget and a Budget Justification for Partner's performance of this Agreement, using the template provided in Exhibit A. The deadline to submit a budget is Friday, August 30, 2025.

- I. Travel Expenses: Expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the Partner is a part.
- II. Payments to the Partner: Recipient shall make payment under this Agreement only after timely receipt of Partner's Quarterly Reimbursement Report and Recipient shall make payment only for allowable, reasonable, and necessary expenditures, which shall be consistent with the approved budget and cost allocation plan and in the format determined by Recipient. Such reports must be complete, accurate and reflect the financial activity of the period covered by the invoice. Partner may submit a written request for an advance equal to the current month's unreimbursed expenditures and the anticipated expenditures for the next five (5) days. This request may be submitted no more than twice a month. (see page 17 Invoices for Payments for further details)
- III. Final Budget Amendments: Final budget amendments are due to the Recipient by April 1 of the contract year. A budget revision is required for rebudgeting between categories that would exceed the lesser of \$15,000 or 10% of the line item category. All allowable obligations incurred in the performance of this Agreement must be reported to the Recipient within thirty (30) calendar days following the termination of this Agreement to be binding upon the Grantee for reimbursement. All obligations must be liquidated within sixty (60) calendar days and reported to Recipient in Partner's final reimbursement report due June 30. Failure to report such obligations, liquidations and/or debts shall be the sole liability of Partner.

PROGRAM REQUIREMENTS

10. **Program Option**

The program option to be implemented will be center based.

11. **Operating Year**

The operating year shall be from **July 1, 2025, to June 30, 2026**, and must operate minimally for 1022 hours in a program year for Head Start (if four days a week), as set forth in Exhibit A.

12. **First Day of Attendance**

The first day of attendance in the Program will begin on **August 28, 2025**.

13. **Number of Children Served**

The number of children to be served will be 45 Head Start eligible children, as set forth in Exhibit A. Failure by Partner to achieve and/or maintain Full Enrollment may result in reallocation of slots and a corresponding funding reduction, and/or reduction and reassignment of recruitment areas. Reallocation of slots and reassignment of areas are

at the discretion of WISD. Reduction or failure to meet the enrollment will result in a reduction in monthly reimbursement.

14. **Eligibility, Recruitment, Selection, Enrollment and Attendance ("ERSEA")**

ERSEA components of the Program shall be implemented as set forth below and consistent with the Law and implementing regulations, including but not limited to 42 USC§ 9840 and 45CFR Parts 1302 Subpart A.

I. Eligibility. WISD's assigned FSS shall determine eligibility based on Head Start requirements and WISD selection criteria for all interest forms submitted through the Help Me Grow Washtenaw website. The WISD enrollment team will support the family to complete the application. WISD shall only enroll in the Program children who meet eligibility requirements, including age, residency and household income thresholds and identified eligibility requirements, as set forth in 45 CFR § 1302.12 and as published by OHS.

II. Recruitment. WISD and Partner shall recruit only eligible children residing within their assigned service area, as set forth in Exhibit A. The Partner shall provide high-quality child development services and programs for WISD Head Start to those participants and families residing within Washtenaw County and service area as noted in the Notice of Award. Service area boundaries are determined by Washtenaw County and a portion of the bordering counties within the boundary of the Washtenaw Intermediate School District.

III. Selection. WISD will maintain the prioritization list for selection consideration. The WISD ERSEA Specialist in collaboration with the WISD FSS and Program Director and or designee will select children for enrollment according to WISD ERSEA policies and procedures, to include selection criteria. All copies of eligibility documentation shall be stored in ChildPlus kept at a central location determined by WISD.

1. Selection criteria are created by WISD utilizing community needs assessment data and approved by the Policy Council and the WISD Board of Education.
2. Selection criteria for Program Year 25-26 can be found as Exhibit M.
3. A viable wait-list will be maintained by the WISD.

IV. Enrollment. WISD and Partner will work together to demonstrate and maintain Full Enrollment and ensure any vacancies are filled within 30 days. A vacancy is considered filled when the newly enrolled child attends their first day of Head Start. Failure to maintain Full Enrollment will constitute a breach of this Agreement, which is cause for WISD to pursue any of the remedies as referenced in Section 13 of this agreement. Partner shall provide WISD all records on Program enrollment and attendance as required by Exhibit C. All such records shall be available upon request to WISD, including WISD designated accountants, monitors and auditors.

- a. Partner agrees that WISD is not obligated to fill any vacant slots not deemed part of this Agreement.

- b. Partner shall notify ERSEA Specialist of any changes to a participants' enrollment status.
- c. WISD's FSS will request approval for disenrollment/drop and inform ERSEA Specialist and Partner Director. Request must be made to the ERSEA Specialist. Partner must ensure that adequate documentation is maintained and have sound justification for dis-enrolling or dropping a child. Please see Suspensions and Expulsions section of this Agreement for further details.

V. **Enrollment of Children with Disabilities.** Partner shall enroll and maintain at least ten percent (10%) of the total number of total allocated slots per this agreement with children with disabilities as defined in 45 CFR § 1302.14(b)(I), and who are identified with a current Individual Education Plan ("IEP"). In addition, Partner shall adhere to all requirements of services related to children with disabilities as set forth in 45 CFR § 1302 Subpart F.

- a. It is a program requirement that a pre-placement meeting be conducted to determine the most appropriate placement for each child with an IEP considered for enrollment. A pre-placement meeting will be conducted with the Partner Director and the WISD's Disability Manager and will include participation of Partner staff. This Partner has a placement meeting in Sept. and then one again later in the year.
- b. Partner shall provide program services inclusive of children with disabilities, consistent with their IEP and provide an appropriate environment and adult guidance for the participation of children with special needs. Documentation of classroom observations will be entered into ChildPlus.
- c. On 01/22/2020 the Administration of Children and Families published ACF-IM-HS- 20-01: Inclusion of Children with Disabilities, which makes clear that the Office of Head Start expects that programs obtain the 10% percent requirement by midway through the program year.

VI. **Attendance and ADA.** Partner must track attendance for each child pursuant to 45 CFR § 1302.16, utilizing the Child Plus system. When program-wide the monthly Average Daily Attendance ("ADA") falls below 85% of Full Enrollment, Partner will provide WISD with an analysis of the causes for absenteeism and take appropriate action as set forth in this section. Attendance will be tracked in Child Plus by the Partner on a daily basis and monitored by the WISD on a monthly basis. This will be reviewed by WISD FSS staff on a weekly basis. Partner will provide WISD bi-monthly accounting (due by the 1st and 15th of each month to the WISD's ERSEA Specialist) of each participant's attendance. These documents should be made available to the WISD upon request.

- a. The partner must implement a process to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one hour of program start

time, the program must attempt to contact the parent to ensure the child's well-being.

- b. The WISD FSS in collaboration with the Partner must implement strategies to promote attendance. At a minimum the FSS must:
 - i. Provide information about the benefits of regular attendance. At parent meeting, orientation, newsletters and through other forms of communication (upload evidence into ChildPlus).
 - ii. Support families to promote the child's regular attendance.
 - iii. Send out monthly attendance letters informing parents of child ADA when the child falls below 85% (upload into ChildPlus).
 - iv. Work with family to establish attendance improvement plans and provide resources/information to help the families attendance (upload into ChildPlus).
 - v. If a child plans to be absent for more than 2 weeks a notice of absence form should be filled out and sent to the WISD staff for approval.

Within the first 60 days of program operation, and on an ongoing basis, thereafter, use individual child attendance data to identify children with patterns of absence that put them at risk of missing ten percent of program days per year and develop appropriate strategies to improve individual attendance among identified children, such as direct contact with parents or intensive case management, as necessary.

15. **Full Enrollment Initiative & Reserve Slots.** Failure to achieve and/or maintain Full Enrollment may result in a reallocation of slots and corresponding funding reduction. **Reallocation of slots and reassignment of areas are at the sole discretion of WISD.**

- I. Open vacancies will be filled as soon as possible, but no later than 30 days. The WISD and the Partner collaborate to recruit, conduct on-going recruitment, and have a waitlist of eligible children on stand-by.
- II. Under Head Start Performance Standard 1302.15(c), the program may reserve one or more enrollment slots for children experiencing homelessness and children in foster care, when a vacancy occurs. No more than three percent of a program's funded enrollment slots may be reserved. If the reserved enrollment slot is not filled within 30 days, the enrollment slot becomes vacant and then must be filled.
- III. Partners will communicate with WISD's ERSEA Specialist if it is their intent to reserve a slot.

16. **Class Size and Ratios.** Partner shall ensure that Program enrollment and attendance does not exceed the maximum class size as required Classroom size waivers

must meet requirements and need prior approval by WISD. WISD will submit all classroom size waivers to the Office of Head Start for approval.

- I. 3 year and 4 year-olds: Up to 16 and no fewer than 15 children may be enrolled in a classroom with two adults.
- II. 4 year olds: Up to 18 and no fewer than 16 children enrolled in any class with 3 adults required when enrollment exceeds 16

17. **Class Schedule, Calendar and Duration.** Partner shall ensure that class operations meet the minimum daily, weekly, and annual requirements set forth in 45 CFR §1302.21(c)(1). Partner shall not deviate from the operating year or the approved Program calendar, attached hereto as Exhibit K, without advance written approval of WISD. The Partner must submit a calendar to the WISD by August 1st for approval. If Partner seeks to change the length of the operating year, or deviate in any manner from the approved calendar, Partner shall obtain the written approval by WISD at least thirty (30) days before the date the requested change is to take effect. Exclusions will be granted for children that have a documented variation of attendance through an IEP.

18. **Classroom Placement.** Partner must limit the re-assignment of Head Start Children from one classroom to another, whenever possible. Continuity of care is important to the development of a child's social and emotional state. If a child is being permanently reassigned to a new classroom the ERSEA Specialist must be notified of changes to be made.

19. **Education Services.** Research-Based Curriculum. Partner shall utilize and implement the High Scope Curriculum. WISD will provide technical assistance, coaching and mentoring to Partner regarding the provision of educational services. Partner will further ensure ongoing data collection and reporting as required by Exhibit C. Partner will provide the following specific educational services as part of the Program.

- I. Consistent with 45 CFR § 1302.5 I, the WISD in collaboration with the Partner must offer a parenting curriculum throughout the program year at the Partner location.
- II. In collaboration with each child's parent and with parent consent, conduct a developmental screening using the Ages and Stages Questionnaire and a social-emotional screening using the Devereaux Early Childhood Assessment for each child within forty-five (45) days of enrollment.
- III. Conduct a developmental assessment for each child three (3) times per program year following agreed upon timeline using COR Advantage. Partner will utilize COR Advantage to develop and maintain an Individual Child Portfolio that includes work samples and child observations for each rating period.
- IV. Create a weekly lesson plan that demonstrates fidelity to curriculum and utilizes results of developmental screenings, on-going observations, and

results of the child assessment. The weekly plan will include parent input via individualized School Readiness Goal, changes to the environment, transitions with embedded learning activities, and activities for both individual children and groups of children. Lesson Plans will be completed using COR Advantage.

- V. Partner teachers will conduct two (2) 60- minute home visits and two (2) parent-teacher conferences per year consistent with 45 CFR § 1302.34(b)(7). The initial home visit must take place prior to the start of the program year. The purpose of educational contacts in the form of home visits and parent teacher conferences is to establish a strong home-school connection, collaborate with parents on school readiness goals and discuss developmental screenings. Home visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant safety hazards for staff.

20. **Coaching:** WISD's Early Childhood Specialists will utilize a research-based, coordinated coaching strategy, Practice Based Coaching, for education staff that:

- I. Assesses all education staff to identify strengths, areas of needed support, and which staff would benefit from intensive coaching.
- II. Provides intensive coaching to education staff identified through the above process and includes opportunities to be observed, work collaboratively to create goals, implementation support and modeling of effective teacher practices.
- III. Provide opportunities for education staff not identified for intensive coaching through the above process to receive other forms of research-based professional development.

21. **Parent Access.** Partner shall provide parents unlimited access to their children enrolled in the Program and to authorized persons caring for their children during the normal hours of operation and whenever the children are in the care of Partner.

22. **Nutrition and Meals.** Partner must meet the nutrition requirements stated in 34 CFR 1302.44 including requirements specific to the target population of infants and toddlers and adheres to the Child and Adult Care Food Program ("CACFP") guidelines and are appropriate to the age, developmental readiness, and meal spacing requirements. Partner will submit a copy of the CACFP administrative review report, and any corrective action plan required upon audit by CACFP. CACFP reports are submitted to Fiscal Manager by the 15th of each month. Partner shall also report in ChildPlus if a child has any food allergies, dietary restrictions, or special meal accommodations; and ensure proper medical documentation of such has been reviewed and approved by WISD before child attends. The Partner will incorporate family style meals for all meals and/or snacks throughout the day.

23. **Meetings** Partner must attend WISD Meetings according to exhibit O and other meetings called for by the WISD regarding the operations of Head Start.

24. **Family and Community Engagement.**

- I. **Family Partnership Agreement (FPA).** In collaboration with the Partner FSS, the WISD FSS will be responsible for creating and tracking the completion of the FPAs.
- II. **Community Referrals.** In collaboration with the Partner FSS, the WISD FSS will offer appropriate community referrals when it is determined that support is needed with Families. The WISD Family Support Specialists will input all referrals into ChildPlus. WISD Family Support Specialists will follow-up on referral outcomes. If Partner initiates referrals directly with family, Partner will ensure the same process of documentation is followed.
- III. **Emergency Items.** The Partner will direct any emergency needs items, such as food vouchers, emergency clothing, or shoes to WISD Family Support Specialist.
- IV. **Family Needs and Strengths Assessment (FSNA).** In collaboration with the Partner FSS will administer a family outcomes survey. The results of the survey will be shared with the Partner and may be used to inform activities described in the Parent, Family and Community Engagement Framework (PFCE).
- V. **Parent Interest Survey.** In collaboration with the Partner FSS, the WISD FSS will administer this survey during intake. The results of the survey will be used for the Partner FSS and WISD FSS to plan meaningful and individualized parents engagement opportunities including events, workshop and trainings for families.
- VI. **Parent Orientation.** Partner programs with support from the WISD will host a parent orientation prior to the program start date.
- VII. **Parent Committee:** Each site must have a parent committee comprised of parents at the site. The assigned Family Support Specialist will coordinate this with the Partner site director.
- VIII. **Policy Council.** In collaboration with the Partner program, the WISD FSS will facilitate the election of a parents from the Parent Committee to represent parents on the Policy Council in accordance with the WISD Head Start Policy Council By-Laws (please see Exhibit O).

25. **Mental Health and Behavioral Supports.** WISD will work in partnership with Partner to promote children's mental health, social and emotional well-being, and overall health, including securing mental health consultation services, and identifying and providing behavioral supports for children displaying challenging behaviors, and other social, emotional, and mental health concerns.

- I. Partner will provide support for effective classroom management and positive learning environments and will ensure supportive teacher practices in alignment with the High Scope Curriculum. WISD will work to complement any existing classroom supports and teaching strategies

that Partner has established through their organization's standard operating procedures.

- II. In cases where the Partner's standard operating procedures run counter to the Head Start Act, Performance Standards, and/or developmentally appropriate practice (DAP) the Performance Standards and DAP will take precedence.
- III. When concerns about a child's social, emotional, or mental health arise, the Partner classroom staff must conduct observations, take anecdotal notes, and gather relevant documentation. Partner staff will meet with parents and/or guardians to discuss concerns and obtain any added information. Concern will be documented in ChildPlus under Mental Health and individualized supports/strategies will be documented in weekly lesson plans
- IV. If the challenges continue, the WISD Early Childhood Specialist (ECS) will observe the classroom. The ECS will meet with Partner Staff to debrief the observation, reflect on the results of the observation, and collaborate on next steps. This follow up observation will be documented under the original concern as a follow up activity. Adjustments to individualized supports/strategies will be made in weekly lesson plans.
- V. If it is determined that additional support is needed, Partner's staff and/or ECS will submit a mental health referral form to the Mental Health/Behavior Specialist. The Mental Health/Behavior Specialist will conduct a classroom observation. Strategies and implementation support will be provided by the Specialist in collaboration with the ECS. This will be documented as follow up in Child Plus.
- VI. If further support is needed, a Behavior Intervention Plan may be developed in collaboration with the parent or legal guardian.
- VII. In addition, a referral for an Early Childhood Mental Health Consultant may be utilized to provide additional behavioral health services for a program and/or an enrolled child if needed. Documentation of services will need to be submitted into ChildPlus under the Mental Health section of the Child File.

26. **No Fee.** Partner may not charge, or permit the charging of, any fee for participation in the Program or for any services made in conjunction with the Program. This includes fees to participate in classroom wide field trips.

27. **Suspension and Expulsion.** Pursuant to 45 CFR § 1302.17, Partner must prohibit or severely limit the use of suspension due to a child's behavior. Such suspensions may only be temporary in nature and must follow 45 CFR 1302.1 7(a) (2-4). Additionally, the Partner cannot expel an EHS/HS child because of the child's behavior except as a last resort and then, only in accordance with the provisions set forth herein; however pursuant to 45 CFR I 302. 1 7(b)(3) if the child's continued enrollment presents continued threat of safety, Partner and WISD will work together to facilitate the transition of the child to a more appropriate placement. In all cases Partner should make documentation (in ChildPlus) of behaviors and interventions provided a top priority. Documentation makes communication between the Partner and the WISD seamless.

I. Suspensions:

a. A temporary suspension must be used only as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be reduced or eliminated by the provision of reasonable modifications.

b. Before a Partner determines whether a temporary suspension is necessary, a program must engage with a Mental Health/Behavior Specialist and assigned Early Childhood Specialist, show that provided behavior strategies have been implemented consistently and are not working, collaborate with the parents, and utilize appropriate community resources - such as behavior coaches, LEA, psychologists, other appropriate specialists, or other resources - as needed, to determine no other reasonable option is appropriate.

c. When a child exhibits persistent and serious challenging behaviors, a program must explore all steps and document all steps taken to address such problems and facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. § 705(9)(b) of the Rehabilitation Act is not excluded from the program based on disability, and consulting with the parents and the child's teacher, and:

- i. If the child has an Individualized Education Program ("IEP"), the program must consult with the agency responsible for the IEP to ensure the child receives the needed support services; or,
- ii. If the child does not have an IEP, the program must collaborate, with parental consent, with the local agency responsible for implementing IDEA to determine the child's eligibility for services.

d. If a temporary suspension is deemed necessary, a program must help the child return to full participation in all program activities as quickly as possible while ensuring child safety by:

- i. Continuing to engage with the parents and the Mental Health/Behavior Specialist and assigned ECS and continuing to utilize appropriate community resources.
- ii. Developing a written plan to document the action and support needed.
- iii. Determining whether a referral to a local agency responsible for implementing the Individuals with Disabilities Education Act ("IDEA") is appropriate.

e. If, after the Partner has explored all possible steps and documented all steps taken as described in paragraph (a) of this section, a program, in consultation with the parents, the child's teacher, the agency responsible for implementing IDEA (if applicable), and the Disabilities Specialist determines that the child's continued enrollment presents a continued serious safety threat to the child or other enrolled children and determines the

program is not the most appropriate placement for the child, the program must work with such entities to directly facilitate the transition of the child to a more appropriate placement.

f. Utilizing assessment tools and developmental screenings as well in consultation with the child's parents or guardians the Partner should take every approach to create a culture that is preventative in nature. Seeking assistance from WISD's Disabilities Specialist, Mental Health Specialist, and ECS early on will help to reduce the number of children that are in danger of suspension.

g. Expulsions: Partner cannot expel or disenroll a child from the program because of a child's behavior except as a last resort.

28. **Partner Staffing.** Partner shall recruit, select, and employ a sufficient number of classroom teachers and aides; and shall also recruit, select and maintain an adequate number of volunteers, in order to provide Head Start services to enrolled participants and to adequately supervise all facilities approved by WISD. All Partner staff and volunteers shall be adequately trained and meet the qualifications set forth in 45 CFR Part 1302 Subpart I and State laws and regulations. Partner shall ensure that all staff and volunteers have passed a background check and a criminal record clearance.

- I. Before hiring any personnel or contractors, including teachers, staff, and transportation staff and contractors, directly or through contract, Partner must:
 - a. conduct an interview,
 - b. conduct a sex offender registry check,
 - c. conduct child abuse and neglect state registry check, if available, and
 - d. obtain one of the following:
 - i. State or tribal criminal history records, including fingerprint checks; or,
 - ii. Federal Bureau of Investigation criminal history records, including fingerprint checks.
- II. Partner will submit Program staff qualifications to WISD's Partner Manager at the beginning of the program year and if/when any new staff is hired or transferred into the identified classroom.
- III. Partner staff and volunteers shall have no contractual relationship with WISD, and Partner shall hold WISD harmless from all claims by such persons against WISD asserting that an employer/employee relationship exists by reason of this Agreement.
- IV. Head Start classrooms will be assigned one (1) Head Start qualified teacher who has a minimum of a bachelor's degree in early childhood education or a related field. Additionally, Partner shall ensure that each Head Start classroom is assigned one (1) Head Start qualified teaching assistant who has a minimum of a CDA credential, are enrolled in a program that will lead to

an associate or bachelor's degree or are enrolled in a CDA credential program to be completed within two years of the time of hire. Teacher and Assistant Teacher credentials must be submitted to the WISD for approval prior to applicant being hired. Partner Head Start staff are required to attend New Staff Orientation at the WISD

- V. Partner must ensure staffing is sufficient to meet the adult-child ratios, as specified in Section 14, and class size specifications as required by the Program Regulations and set forth herein. Volunteers cannot be used as substitutes for qualified staff.
- VI. **WISD** Family Support Specialists shall perform the following functions, with the support of Partner through collaboration and sharing of information:
 - 1. Determine child health status and assist families in accessing a source of health care within ninety (90) days of enrollment.
 - 2. Establish procedures to track the provision of health care services.
 - 3. Establish a system of ongoing communication with the parents of children with identified health needs to facilitate the implementation of a follow-up plan.
 - 4. Assist families to ensure children are up to date on age-appropriate preventative primary health care, which includes medical, dental, and mental health services.
 - 5. Engage in a process of collaborative partnership building with parents to identify family goals, strengths, necessary services, and other supportive resources and to develop environments that promote and support father engagement. The process includes the development and implementation of an individualized family partnership agreement to describe family goals, responsibilities, timetables, and strategies for achievement, as well as the inclusion of a tracking process.
 - 6. Work collaboratively with parents to identify and continually access, either directly or through referrals, services/resources that are responsive to families' needs, goals, and interests to include emergency or crisis assistance, education, or appropriate interventions, as well as opportunities for continuing education.
 - 7. Work with Partner to ensure program is open to parents during program hours and parents are encouraged to observe children as often as possible, as well as participate with children in group activities.
 - 8. Work with Partner to provide a variety of targeted developmentally appropriate learning tools for parents and caregivers designed to enhance and support child development.
 - 9. Collaborate with teaching staff in conducting two 60-minute home visits and two parent- teacher conferences for every enrolled family during the program year as appropriate.

29. **Locations and Licensing of Program Facilities.** All Program locations, classrooms and facilities shall be approved by WISD in writing prior to serving any Program participants. Partner shall ensure that Program locations and facilities meet the requirements of 45 CFR § 1303 Subpart E.

- I. The name and location of each of the Program facilities that will service Program participants pursuant to this Agreement is/are as follows:
 1. Lincoln Early Childhood Center (Model Elementary), 8850 Whittaker Rd., Ypsilanti, MI 48197.
- II. All Program facilities shall provide a drug and smoke-free environment.
- III. No Program location shall be opened, and no Head Start and/or Early Head Start funds shall be allocated or paid to any Partner that operates a Program location, which does not have an appropriate Child Care License, in good standing, prior to providing services pursuant to this Agreement and throughout the term of this Agreement. Partner shall also secure and maintain copies of current health inspection reports for each Program facility, as applicable. Partner shall provide WISD with a copy of all relevant licenses and health inspection reports for each Program location operated by Partner.
- IV. If, at any time during the term of this Agreement, Partner has any health clearance violations, license revocation, suspension (probationary status), or modification, has been issued or received an order to comply, or if Partner in any other manner loses the clearance or license, Partner shall give written notice to WISD within one (1) business day of any such event.
- V. Partner shall promptly notify WISD of all actions taken by licensing authorities and county, city, fire, or health officials concerning any locations or facilities relating to this Agreement.
- VI. WISD reserves the right to reallocate slots/funding when a childcare license is not in good standing.

HUMAN RESOURCES AND CONDUCT

30. **Human Resources Management.** Partner shall establish and maintain a system for the management of Program personnel, which shall include a continuous system of employees and evaluation that rates employees within established performance expectations. All wages paid by Partner shall be in accordance with applicable Federal and State laws and regulations.

- I. If HHS, ACF, LARA or WISD, in their sole discretion, either singularly or jointly, at any time during the term of this Agreement, raise a concern regarding any Program personnel, Partner shall promptly and in good faith seek to resolve the matter consistent with legally sound employment practices and shall notify the concerned agency of Partner's actions to resolve the matter and their outcome.
- II. Partner shall maintain all required records, which include all official documents related to the employment of each Program employee. Employee records shall be maintained in an orderly and accessible file system that is kept current. All such records shall be available

to supervisors, accountants, auditors, and WISD. Credentials, background checks, the Code of Conduct and, if applicable, Compliance Plan, must be uploaded into each staff member's personnel tab in the ChildPlus database.

III. Partner shall provide proof of Criminal Record Clearance prior to hire date in the program.

31. **Code of Conduct.** Partner shall comply with the standards of conduct set forth in Exhibit G and as set forth below. All Partner staff supporting Program activities shall be provided with a copy of the code of conduct to sign and acknowledgement of the same.

- I. Partner must ensure that all employees engaged in the award and administration of contracts or other financial awards sign statements that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.
- II. Partner must ensure protection of personal rights of children, which includes prohibiting the use of corporal punishment, withholding food, etc.
- III. Partner's employees and personnel shall not plan, initiate, participate in, or otherwise aid or assist in the conduct of any unlawful demonstration, rioting or civil disturbance and, if they do, their employment shall be subject to immediate termination.
- IV. Partner shall abide by all applicable federal and Michigan laws and regulations regarding conflicts of interest, which require that no employee, officer, or agent of Partner shall participate in the selection, award, or administration of a contract if any of the following has a material financial interest in the contract:
 - a. The employee or a member of their immediate family;
 - b. An organization in which any of the above is an officer, agent, or employee;
or
 - c. A person or organization with which any of the above individuals has any arrangement concerning prospective employment or compensation.

32. **Confidentiality.** Partner, its agents and employees, shall comply with WISD's policy on confidentiality, attached as Exhibit F.

33. **Nondiscrimination.** No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity based on, race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected characteristic be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with, the Program. No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity may discriminate against any individual because of a handicapping condition in violation of section 504 of the Rehabilitation Act of 1973. Partner must ensure nondiscrimination in operation of the Program in compliance with this section, 42 USC§ 9849 and governing HHS regulations, including 45 CFR Parts 80 and 84.

34. **Compliance with Laws.** In the performance of this Agreement, Partner will comply applicable laws, rules, and regulations, including those set forth in the Act and implementing regulations and

state, local and municipal regulations concerning, but not limited to, licensing, planning, zoning, health, and safety. Partner will provide documentation showing compliance within five (5) days in response to any request for the same by WISD.

ACCOUNTING AND FINANCIAL MANAGEMENT

35. **Agreement Limited to Head Start and Early Head Start Funds.** Approved invoices shall be paid only from Head Start/Early Head Start funds granted to WISD by ACF. Partner hereby waives any claim it may have against any non-Head Start funds of WISD.

36. **Invoices for Payment.** To receive the payment provided for by this Agreement, Partner shall submit to WISD complete and accurate invoices that specify the number of enrolled participants for the time-period of the invoice, subject to the requirements herein. Invoices shall be satisfactory to WISD in form and substance to qualify for payment.

- I. Invoices must include the following supporting documentation:
 - a. ChildPlus.Net enrollment report
 - b. Proof of non-Federal share (in-kind) contribution
 - c. Reimbursement is based on set cost per child applied over twelve billing cycles.
 - d. CACFP Meal Count report outlining children enrolled under this contract to verify participation in the CACFP program.
- II. Invoices must be submitted quarterly. Invoices must be submitted by the 15th day of the month following the month in which the services were performed, and the costs incurred. The quarterly dates are: 1st quarter: July-September; 2nd quarter October - December; 3rd quarter January-March and 4th quarter April – June. WISD shall make payment to Partner within thirty (30) business days of receipt of Partner's timely and accurate invoice. WISD shall have no obligation to pay Partner for any amounts contained on invoices received more than thirty (30) days following termination or expiration of the Agreement.

37. **Close-Out.** Partner agrees to cooperate fully with WISD to ensure that Partner's operation of the Program is closed-out within thirty (30) days of the expiration or termination of this Agreement. All materials and goods purchased with Head Start funds should be inventoried and submitted back to the WISD at the expiration and termination of this Agreement.

38. **Financial Management System.** Partner shall establish such fiscal controls and accounting procedures as required by ACF and WISD, by applicable laws and regulations, including 45 CFR Part 75 and 2 CFR Part 200, and in accordance with accepted accounting procedures.

39. **Other Income and Funding.** Program must obtain prior written approval from WISD to execute the following:

- I. Program income generated because of any service or activity.
- II. Any additional funding that materially affects the cost and/or quality of the Program.

- III. Any funds obtained from other agencies related to the Program and/or for which Head Start and/or Early Head Start funds are allocated, including, but not limited to, food reimbursement payments.
- IV. Partner shall follow the requirements of 45 CFR Part 75 regarding the use of Program income. Partner shall not expend Program income unless and until authorized, in writing, by WISD.
- V. WISD has sole discretion to determine how to apply budgeted Head Start and/or Early Head Start funds to supplement by additional Program funding or income.
- IV. Program must obtain prior written approval of disposition of supplies/equipment funded under this Agreement.

40. **Disallowed Costs.** Partner will be liable for and will reimburse WISD any amounts expended under this Agreement found not to be in accordance with HS and/or EHS or found not to be in accordance with the provisions of this Agreement. Disallowed Costs are defined by 2 CFR 200 of the Uniformed Guidance. HHS, ACF, OHS, and WISD can identify a disallowed /unallowable cost. When a cost is disallowed, it must be repaid using a non-federal source.

REPORTING, OVERSIGHT AND RECORDKEEPING

41. **Reporting Requirements.** Partner must submit to WISD the reports specified in Exhibit C in the frequency specified therein and, in a form, and substance acceptable to WISD. Upon notice to Partner, WISD may require Partner to submit other or additional reports or may change the frequency of reporting required by this Agreement. Failure to provide timely reports regarding potential or actual claims and incidents relating to the Program is a material breach of this Agreement and a threat to the health and safety of Program participants, and as such, may result in immediate termination of this Agreement.

42. **Audit and Monitoring.** Partner shall cooperate with any audits performed by or on behalf of WISD and which relate to the Program and /or this Agreement, including but not limited to audits performed pursuant to 2 CFR Part 200.

I. The Office of the Inspector General, the Comptroller General, the federal government, and WISD, or their individual designees, including but not limited to independent auditors, shall have the right to monitor and audit Partner and all subcontractors providing services under this Agreement through on-site inspections and audits and other lawful means. Such monitoring and audits shall be conducted at the discretion of anyone of the above-identified entities according to all applicable laws and regulations. Partner agrees to accept responsibility for receiving and/or complying with any audit findings and recommendations relating to Partner's performance under this Agreement.

II. Partner shall conduct audits relating to its solvency and/or its operation of the Program as required by best accounting and management practices, and by Federal and /or State laws and regulations. Upon WISD's request, Partner shall make any such audits promptly available to WISD.

III. Partner shall make the following documentation available to WISD upon request for review and monitoring: Payrolls, receipts, paid invoices, contracts, vouchers, cashed checks, applicable government licenses, and any other documentation related to the performance of this Agreement and its obligations hereunder, the Program, and any Services provided herein.

43. WISD Oversight and Audit of Programs.

- I. As specified in 45 CFR § 75.342, WISD shall monitor the performance of Program activities on an ongoing basis in accordance with the monitoring schedule prior to the start of the program year. WISD shall review each program, functions, and activity to assure that adequate progress is being made towards achieving the goals of the Program, including the goal of sound fiscal management, Partner shall cooperate in all ways to assist WISD in these monitoring activities.
- II. WISD shall conduct an annual Program assessment using the applicable ACF program or a self-assessment process. Partner must participate in WISD's self-assessment process by participating in training activities, completing assessment reports and preparing plans to correct non-compliances or deficiencies that are or may be identified through the assessment process. Partner further agrees to participate in the Federal On-Site Review process conducted of the WISD by the Department of Health and Human Services, Office of Head Start, as identified.
- III. The Partner must follow all Head Start and WISD Head Start approved policies and procedures. Failure to do so may lead to Partner having deficiencies recorded and action plans created and ultimately termination of this Agreement.

44. **Access to Records, Site and Personnel.** In accordance with the provisions of 45 CFR § 75.364, WISD, the HHS awarding agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, including independent and internal auditors, must have the right of access to any facilities, sites, documents, papers, digital records, or other records of Partner and any subcontractors that relate to this Agreement or any aspects of the Program, including Program finances, staffing, operations and management. The right to access herein includes the right to copies of any such records. The right to access also includes access to personnel of Partner and subcontractors to interview regarding the Program and Program documents.

- I. This right of access shall continue for as long as records are retained but, in no event, be less than the required retention period set forth herein, below.
- II. Such access must be granted by Partner, and any contractor employed by Partner, at any reasonable time or during normal business hours. In the event the records sought are maintained outside Washtenaw County, Partner shall, at its sole cost, make said records

available at WISD's principal place of business within ten (10) days after receipt of written notice from WISD.

45. **Public Access.** Partner shall provide reasonable public access to information and records pertaining to the Program. Partner shall not comply with any such request for access by the public until ten (10) days after providing WISD written notice of such request. Pursuant to 45 CFR § 75.364, Partner shall not impose any conditions which limit public access to records and information, except that Partner shall not release records or information which WISD has determined are confidential and are excepted from disclosure. This section does not require Partner to permit public access to Partner's non-Program records.

46. **Record Retention.** Partner shall retain all financial and programmatic records, supporting documents, statistical records and other records of contractors and subcontractors for a period of three (3) years from the starting dates as specified in 45CFR § 75.361 subject to the following qualifications:

1. If any claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
2. If records are transferred to WISD by Partner, upon the sole determination of WISD that the records will be continuously needed for the joint use of WISD and Partner, WISD shall assume the responsibility for retention of these records.
3. If this Agreement is terminated or if Partner is not refunded in subsequent years, the record retention requirement remains applicable. At WISD's sole option, some or all the records related to the performance of this Agreement may be ordered transferred to WISD. To the extent that such records are transferred to WISD, WISD shall assume the responsibility for retention of these records.
4. If prior to termination of the three (3) year period WISD has notified Partner of a longer period of retention required by applicable law or regulation, Partner shall comply with the longer period of retention as set forth in WISD's notice.

CORRECTIVE ACTION, REMEDIES AND NON-APPEAL

47. **Procedures for Corrective Action.** Prior to termination and in the event of a defect of deficiency in the operation of the Program by Partner, its agents, employees, or contractors, WISD, in its sole discretion, may provide Partner an opportunity to remedy the noncompliance and take corrective action according to the procedures set forth herein.

- I. WISD may give written notice to Partner which sets forth the nature of Partner's noncompliance and a procedure to cure the noncompliance and a deadline by which Partner must have completed corrective action and provided WISD evidence of compliance. WISD, in its sole discretion and based on the circumstances, will determine the appropriate corrective action and time for compliance.

- II. WISD may impose any conditions on Partner's performance that are required by HHS /OHS and attached to its Notice of Award if such conditions impact or are required of Partner to implement this Agreement. Conditions include but are not limited to the following:
- a. Any concern identified by WISD as potentially qualifying as being an area of noncompliance must be resolved within the time herein.
 - b. Any noncompliance identified by WISD must be resolved within thirty (30) days of the date that WISD has given Partner notice of the alleged noncompliance.
 - c. Any areas of noncompliance not corrected within thirty (30) days of the date that WISD has given Partner notice of the alleged noncompliance will be termed a deficiency by WISD. Deficiency is defined as: a threat to the health, safety, or civil rights of children or staff; a denial to parents of the exercise of their full roles and responsibilities related to program operations; a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management; the misuse of Head Start funds; loss of legal status or financial viability loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; failure to meet any other Federal or State requirement, including but not limited to LARA, that the agency has shown an unwillingness or inability to correct, after notice from the Secretary of HHS, within the period specified; systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or an unresolved area of noncompliance.
 - d. WISD shall give Partner written notice of any alleged deficiency and any deficiency that remains uncorrected after thirty (30) days from the date of this Notice of Deficiency may result in loss of funds.
- III. WISD may provide, or provide for, reasonable technical assistance to aid in correcting the noncompliance upon the request of Partner.

48. **De-obligation of Funds.** WISD may de-obligate or reduce the funds provided for by this Agreement as set forth herein.

1. Should Partner fail to achieve and maintain full enrollment by providing licensed facilities and adequate qualified staff in the Program or otherwise fail to meet its performance standards as identified in this Agreement or fail to properly or timely expend the funds allocated pursuant to this Agreement.
2. Should funding to WISD relating to the performance of this Agreement be reduced, WISD may de-obligate or reduce funds allocated to Partner in proportion to the amount reduced by the funding entity.
3. In the event of de-obligation or reduction of funds as set forth herein, WISD will provide Partner written notice of the action and may unilaterally amend this Agreement and supporting exhibits to reflect the de-obligation.

49. **Early Termination of Agreement.** The Parties may terminate this Agreement, in whole or in part, as set forth below. The right to terminate is not exclusive and is in addition to any other rights and remedies provided by law or this Agreement.

- I. Termination by WISD. WISD may terminate this Agreement without cause upon sixty (60) days' written notice, unless otherwise provided herein. This Agreement may be terminated by WISD immediately for cause, upon occurrence of any of the following conditions:
 - a. If Partner, or any of its subcontractors, causes a breach of any material term of this Agreement. A material breach shall include but is not limited to intentional misrepresentations of Program data or enrollment or making false certifications by this Agreement, fiscal mismanagement, and failure to comply with applicable laws, regulations, and performance standards in Program operations.
 - b. If Partner dissolves, defaults, becomes insolvent, has assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, has a receiver appointed for its property, or otherwise cannot pay its debts as they become due.
 - c. If sufficient funds are no longer available from the funding source(s).
 - d. Failure to provide timely and accurate reports regarding potential or actual claims and incidents relating to the Program.
 - e. If Partner is unable or unwilling to comply with any additional Program requirements as may be lawfully applied by HHS or WISD.
 - f. If there is a threat to the health or safety of Program staff and/or participants.
 - II. Termination by Partner. Partner may terminate this Agreement, with or without cause upon written notice to WISD. The effective date for a termination by Partner shall be agreed between the parties and must allow for the most efficient and effective transfer of services provided for by the Agreement, but in no event shall be less than sixty (60) days from the notice of termination.
 - III. Cooperation. In the event of a termination, Partner agrees to cooperate with WISD to close out Program operations or transition Program operations as applicable. Any property procured by Partner with Head Start funds and all Program documents, data, studies, and reports shall, at the option of WISD, become the property of WISD or be otherwise disposed of as directed by WISD.
 - IV. Costs after Termination. Partner shall not incur any debt or obligation relating to the Program after the effective date of such termination, unless expressly authorized in writing by WISD. WISD shall pay Partner for services provided through the date of termination, except that WISD may withhold payment to Partner to act as a set off until such time as the exact number of damages owed to WISD is determined, in the event damages are disputed.
50. **Liability; No Waiver.** WISD shall have no liability to Partner for any damages, including consequential damages, incurred because of a de-obligation of funds or for termination of this Agreement as provided for herein. Neither party shall be relieved of liability to the other party for any damages sustained by that other party by virtue of any breach of the Agreement by the first party or resulting from an improper termination of this Agreement by the first party. The remedies under this section do not constitute a release or waiver of liability by either Party unless provided in writing.

51. **No Right to Appeal.** Partner shall have no right to appeal the termination of this Agreement, or the de-obligation or suspension of funds provided for by this Agreement. Partner expressly waives any appeal rights set forth in 45 CFR § 1303 Subpart D.

52. **Property.**

- I. Notwithstanding any other provision of this Agreement, Partner shall not make any improvement to real property or equipment purchased with Head Start/Early Head Start funds obtained through this Agreement in the amount of \$5,000 or more without the advance written approval of WISD.
- II. Partner shall exercise due care in the use, maintenance, protection, and preservation of WISD- owned property, which shall include insurance coverage against loss or damage to such property, with funds provided under this Agreement.
- III. Partner shall keep an inventory of all property acquired with Program funds and submit to the WISD annually by May 30th. Partner shall deliver all such property to WISD upon termination of this Agreement. Partner must seek prior approval in writing from the WISD to dispose of, destroy, or improve supplies purchased with Head Start or Early Head Start funds.

53. **Insurance.** During the term of this Agreement, Partner shall maintain insurance coverages in conformance with the provisions of Exhibit E. The Partner must maintain and provide a copy of insurance to the WISD on an annual basis, by June 30 with submission of annual signed contract.

54. **Delegation/Subcontracting/Assignment.** Partner's obligations under this Agreement may not be transferred by subcontract, assignment, delegation, or notation without the prior express written consent of WISD. Any attempt by Partner to assign, delegate or subcontract any performance of its obligations hereunder without the written consent of WISD, may be deemed void within WISD's sole discretion. Any such subcontract, delegation, or assignment shall be subordinate to the terms of this agreement. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of this Agreement, and all applicable Federal, State, and local laws and regulations.

55. **No Third-Party Obligations.** Partner may not enter into any written or oral contracts for the operation of any part of the Program without the prior written approval of WISD.

56. **Indemnification.** Except for the intentional or willful misconduct of WISD, Partner agrees to indemnify, defend, and hold harmless WISD and its officers, agents, employees, and volunteers, from and against any suits, actions, claims, causes of action, demands, judgments, liens, and losses (including attorney's fees and costs) whatsoever, arising out of or relating to, the acts, omissions, and obligations of Partner, its officers, agents, employees, contractors, and volunteers, under this Agreement.

- I. WISD may select defense counsel of its choosing for the purposes of its legal representation in defense of any action in which Partner is being required to defend WISD.
- II. This indemnification clause's provisions shall not be limited to or by insurance coverage availability.

- III. Partner further agrees to waive all rights of subrogation against WISD for any loss, cost or expense arising out of, or relating to, WISD's alleged failure to fulfil any obligations relating to this Agreement.
- IV. Partner's duty to defend and indemnify WISD survives the expiration and termination of this Agreement.

57. **Press Release and Communication.** Communication with the press, television, radio, or any other forms of media Partner shall make specific reference to WISD as the sponsoring agency, which is funded by the Administration for Children and Families, Department of Health and Human Services. All contacts with the media concerning the operation of the Program shall be reported immediately to WISD.

58. **Entire Agreement/Modifications.** This Agreement constitutes the entire agreement between the Parties. Except as otherwise provided in this Agreement, this Agreement may be modified, altered, or revised only on the written consent of both parties hereto. The parties acknowledge this Agreement is subject to any additional restrictions, limitation, policies, or conditions enacted, by the federal or state government, any applicable local government or any law or regulation enacted, by the federal or state government or any applicable local government which may affect the provisions, terms, or funding of this Agreement, and WISD may unilaterally amend this Agreement solely in this regard.

59. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

60. **Titles.** The titles to the paragraph of this Agreement and the Exhibits thereto are solely for the convenience of the parties and are not an aid in the interpretation of this Agreement.

61. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Party against whom waiver is asserted.

62. **Attorney's Fees.** If a Party brings a legal action to interpret or enforce this Agreement, the prevailing Party shall recover, in addition to any other relief, reasonable attorney's fees and costs incurred in such action. If no monetary relief is granted, the prevailing Party shall be as determined by the Court.

63. **Michigan Law.** Except where controlled by federal statutes or administrative regulations, this Agreement shall be governed according to the laws of the State of Michigan.

64. **Venue.** Any legal action brought to interpret or enforce this Agreement shall be brought in the Circuit for the County of Washtenaw or other Michigan court of competent jurisdiction and proper venue.

65. **Notices.** Any notice required by this Agreement shall be deemed to have been sufficiently communicated when (1) personally delivered; or (2) on the second business day after mailing by overnight delivery, postage prepaid to the following: Lincoln Consolidated Schools, Attn: Kerry Shelton,

Principal, 8850 Whittaker Rd., Ypsilanti, MI 48197; and Washtenaw Intermediate School District, Attn: Naomi Norman, Superintendent, 1819 S. Wagner Rd., Ann Arbor, MI 48103.

66. **Authority.** By signing below, the signatories represent they have the authority to execute this Agreement on behalf of the respective Parties.

67. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

68. **Definitions.** All abbreviations and acronyms in this Agreement shall have the meaning defined by this Agreement, or where not defined herein, as defined by the Act and implementing regulations.

IN WITNESS WHEREOF. the parties hereto have caused this Agreement to be signed in their names and on their behalf by their duly authorized representatives effective as of the effective date first written above.

Lincoln Consolidated Schools

Washtenaw Intermediate School District

Name

Name

Title

Title

Date

Date

EXHIBIT A
REIMBURSEMENT REQUEST

Period of this Request:		Through :		Submission #:	
Description	APPROVED BUDGET	CUMULATIVE EXPENSES	PREVIOUSLY APPROVED	CURRENT EXPENSES	(OVER) / UNDER
Personnel					
Lead Teacher-salaries	\$ 377,446.00	\$ -	\$ -	\$ -	\$ 377,446.00
Associate Teacher-salaries	\$ 172,816.00	\$ -	\$ -	\$ -	\$ 172,816.00
Family Support Worker-salaries	\$ 48,512.00		\$ -	\$ -	\$ 48,512.00
Office Professional- salaries	\$ 8,496.00	\$ -	\$ -	\$ -	\$ 8,496.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Lead Teacher-benefits	\$ 301,731.00	\$ -	\$ -	\$ -	\$ 301,731.00
Associate Teacher-benefits	\$ 101,000.00	\$ -	\$ -	\$ -	\$ 101,000.00
Family Support Worker- benefits	\$ 32,000.00	\$ -	\$ -	\$ -	\$ 32,000.00
Office Professional- benefits	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00
		\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Child and Family service supplies	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreters	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ 1,050,751.00	\$ -	\$ -	\$ -	\$ 1,050,751.00
Signature of Sub-Recipient Business Office Official	Date Signed				

INFORMATION

1. Report Head Start expenditures on this form. Monies expended from local or other federal sources should be excluded.
2. Report only actual expenditures. Do not use estimates.
3. Report all expenditures on this report at the end of each period on a year-to-date basis.
4. At a minimum, this report is to be completed at the end of each calendar year quarter.
5. Attach records of line item expenditures with the quarterly report.
6. Attach Grant Funded Personnel Report.
7. Reports are to be received by the WISD within 15 days of the end of each quarter.
8. Send reports to LaDawn White, Preschool Grant Manager, Washtenaw Intermediate School District, 1819 S. Wagner Road, Ann Arbor, MI 48106
9. Questions concerning Head Start expenditures should be directed to LaDawn White whitel@washtenawisd.org

By signing the reimbursement request, I certify that this report was prepared by, or in cooperation with the business office. I further certify that the Agency records provide proper accountability for reported revenues and expenditures.

Staffing and Volunteers- Appropriately qualified, trained staff will be employed to provide services and ensure required child/staff ratios and volunteers will be fully utilized whenever possible. WISD may request Partner to employ additional staff to support the program and services when existing staffing structures are not sufficient.

EXHIBIT B

CONTACTS ROSTER

Title	Contact Person WISD 734-994-8100
Executive Director	Edward Manuszak x1275
Assistant Director	Alicia Kruk x1272
Preschool and Early Ed Coordinator	Kim Whiren x1322
Family Services Coordinator	Althea Wilson x3078
Grants Manager	LaDawn White x1384
Office Professional	Joe Allison x1832
Family Community Partner Specialist	Niema Lewis (nlewis@washtenawisd.org)
Family Support Specialist	Rana Kanafani (rkanafani@washtenawisd.org)
ERSEA Specialist	Christine Messer x1565
Health Specialist	Diana McPeck x3092
Education Manager	Melissa Pinsky x3071
Quality Assurance Specialist	Teresa Harrington x3079
Data Intake Specialist	Julie Simpson x1551
Mental Health Specialist	Carly Ly x1834

EXHIBIT C
MONTHLY REPORT CHECKLIST

Partner/Site: _____ Month/Year of: _____

In accordance with Part 1304.51(h)(1) of the Head Start Performance Standards, the following reports are due at the WISD Head Start Office by the 5th of each month, following the month being reported. To assist you in submitting a complete package of reports, use this checklist as you gather materials, checking each item as you include it in the packet, putting the forms in the order listed.

- ☐ Quarterly Reimbursement Sheet (July-September due October 15) (October-December due January 15) (January- March due April 15) (April-June due July 15)
- ☐ Directors Monthly Report- to be completed in Child Plus no later than the 5th of each month
- ☐ Health & Safety Checklist- prior to the first day with students
- ☐ Community Assessment (Due February 15)
- ☐ Quality Improvement Documentation
- ☐ Audit report (Due 180 days after the end of the Partner fiscal year)
- ☐ Inventory of all equipment (Due May 15, 2025)
- ☐ Budget and Narrative to be submitted into GABI February 15, 2025 (attach copy)
- ☐ Any changes in program (including names of new staff with credentials)
- ☐ Any changes in Parent Representatives to Policy Council
- ☐ Partner Recruitment Plan and Efforts (uploaded in ChildPlus: Monthly)
- ☐ Policy Committee Minutes including year to date budget report(uploaded in ChildPlus: Monthly)
- ☐ Other (please specify): _____

WITHIN 24 HOURS REPORTING REQUIREMENTS

Item	Instruction/Notes	
Licensing Visit Violation	Contract requirement	Email notification to Assistant Director report from Licensing on all visits within 24 hours
Child Suspension	HSPS 1302.17/ Contract requirement	Email notification to Assistant Director
Incident/Notification of Claims Reports	Contract requirement	See contract for specific information
Ouch/Accident Reports		All Ouch and/or Accident Reports must be made available for review within 24 hours of occurrence

FY24 Incident Reporting Form

How to Use This Resource

When health and safety incidents occur, Head Start recipients are required to report to the Office of Head Start (OHS) Regional Office immediately or as soon as practicable, and not later than seven calendar days following the incident. Head Start recipients should not wait for the completion of state or other investigations but should report immediately or as soon as practicable.

Recipients are responsible for reporting the following incidents, precipitated by staff, consultants, contractors, or volunteers, of:

- Potential child abuse, neglect, and inappropriate conduct by program staff, consultants, contractors or volunteers.
- Inadequate supervision.
- Unauthorized release.
- Child injuries resulting from intentional or unintentional acts (such as playground injuries) that require either hospitalization or emergency room medical treatment, such as a broken bone; a severe sprain; chipped or cracked teeth; head trauma; deep cuts; contusions or lacerations; or animal bites.

This sample form can be used or adapted to fulfill this requirement; however, it is not required. If the recipient has an incident form readily available containing the information requested on this form, then the recipient's existing form may be used.

Submit this form, or the recipient's incident form with similar information, via the Head Start Enterprise System (HSES) Correspondence tab, with attention to your assigned Program Specialist, and copy the Supervisory Program Specialist or Regional Program Manager. Please include all information or documentation pertinent to the incident being reported. Please do not include any personal identifiable information (PII) for children and adults involved in the incident.

If you have any questions or need assistance completing this form, please reach out to your assigned Program Specialist.

FY24 Incident Reporting Form

Sample Incident Reporting Form

Part 1: Program Information

Recipient Name: Washtenaw Intermediate School District

Grant(s) #: 05CH010612-06-00

Subrecipient/Partnership: _____

Incident Number	Date incident occurred	Date recipient became aware of incident	Date reported to state, local, or tribal entities	Date reported to OHS
Incident 1				
Incident 2				
Incident 3				

Part 2: Reporting

Has the recipient made reports to the following parties, as needed?

Additional Reporting	Notified? (Y/N/NA)	Date Notified	Additional Details (mode of notification, etc.)
Families of involved or potentially affected children (such as children in the same classroom, setting, etc.)			
Licensing agency or tribal agency			
Law enforcement			
Child Protective Services			
Governing body			
Policy Council			

If law enforcement was involved, please provide the details of their involvement:

If this was reported by a public media source, please provide the details of the news outlet (newspaper, stations, available video, including links to the sources):

FY24 Incident Reporting Form

Is video footage available for any of the reported incidents? Please provide a link to the video available.

Current Status of Incident Investigation

- ☐ Information Gathering (information still being gathered by recipient)
- ☐ Alleged, under investigation by state, local, or tribal entity
- ☐ Substantiated (details have been fully investigated and allegations are substantiated)

Additional details:

Part 3: Type of Incident

Select the type of incident:

☐ **Serious Child Injury**

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

☐ **Inadequate Supervision**

Incidents involving lack of supervision while in the care or under the supervision of program staff, consultants, contractors, or volunteers, which includes leaving a child alone anywhere on the grounds of a Head Start facility, as well as outside the facility in a parking lot, on a nearby street, or on a bus or another program-approved transportation or excursion.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

- o Number of minutes of Inadequate Supervision _____
- o Child left inside or outside _____

☐ **Unauthorized Release**

Incidents where a child is released from a Head Start facility, bus, or other program-approved transportation to a person who does not have the permission or authorization from the child's parent or legal guardian to receive the child, or to a location where no adult is present.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

FY24 Incident Reporting Form

Which of the following best describe the incident? Check all that apply.	
Child is released to an unauthorized adult who is <i>known</i> to the program and/or the child's parent or legal guardian, and...	
The parent or legal guardian has previously given verbal authorization to the program to release the child to this individual.	
The parent or legal guardian has NOT previously given verbal authorization to the program to release the child to this individual.	
The individual is under the age of 18, such as siblings or other relatives.	
The parent or legal guardian has previously informed the program NOT to release the child to this individual because the adult presents risk to the child.	
Child is released to an unauthorized adult who is <i>unknown</i> to the program and/or the child's parent or legal guardian (stranger).	
Child is released to the wrong location or to a location without any adult supervision.	

☐ **Potential Abuse, Neglect, or Inappropriate Conduct**

Incidents involving program staff, consultants, contractors, or volunteers that instill fear or humiliate a child, or incidents involving suspected or known physical, verbal/emotional, or sexual child abuse.

Which incident does this apply to? ☐ Incident 1 ☐ Incident 2 ☐ Incident 3

Review the definitions below and select the best description of the potential abuse, neglect, or inappropriate conduct reported:

☐ **Physical abuse** is the intentional act by a staff member, consultant, contractor, or volunteer to cause physical harm to a child's body. Physical abuse may result in bruises, lacerations, fractured bones, burns, internal injuries, or serious bodily harm. Select which of the following actions were reported:

- ☐ **Binding** (may also be reported as tying or taping)
- ☐ **Hitting** (may also be reported as smacking, swatting, tapping, slapping, spanking)
- ☐ **Kicking**
- ☐ **Pinching** (may also be reported as poking)
- ☐ **Pulling** (may also be reported as dragging, tugging, grabbing, yanking)
- ☐ **Punching** (may also be reported as popping or striking)
- ☐ **Pushing** (may also be reported as shoving)
- ☐ **Shaking**
- ☐ **Throwing** (may also be reported as tossing, launched, flung)
- ☐ **Corporal or Physical Punishment**
- ☐ **Other** _____

FY24 Incident Reporting Form

- ☐ **Verbal or emotional abuse** occurs when an adult's actions or inactions cause harm to a child's psychological or intellectual functioning. Select which of the following actions were reported:
- ☐ Using isolation to discipline a child
 - ☐ Using toilet learning/training methods that punish, demean, or humiliate a child
 - ☐ Use of public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child
 - ☐ Use of profanity, sarcastic language, threats, or derogatory remarks about the child or child's family
- ☐ **Sexual abuse** is a term used to describe the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children.
- ☐ **Inappropriate Sexual Behavior:**
Any conduct that does not meet the definition of sexual abuse but is derogatory in nature, such as:
- ☐ Verbal comments, gestures, pictures shown, or other communication of a sexual nature to a child by a staff member, consultant, contractor or volunteer.
 - ☐ Making comments that are demeaning, sexually suggestive, or derogatory about gender, body, or clothing.
- ☐ **Neglect:**
Child neglect is frequently defined as the failure of a staff member, consultant, contractor, or volunteer with responsibility for the child to provide needed food, clothing, shelter, and/or medical care to the degree that the child's health, safety, and well-being are threatened with harm.
- ☐ **Inappropriate Conduct:**
Inappropriate conduct is any behavior exhibited by a staff member, consultant, contractor, or volunteer and a child(ren) that is not best practice. The intent of the conduct may be to stop or prevent a child from engaging in an action or behavior, but it is *not* executed in a way that supports age-appropriate behavioral management techniques. Select which of the following actions were reported:
- ☐ Using or withholding food as a punishment or reward
 - ☐ Using physical activity or outdoor time as a punishment or reward
 - ☐ Use of blame or negative labeling of a child
 - ☐ Restraining (does not cause bodily injury)
 - ☐ Pulling (does not cause bodily injury)
 - ☐ Pushing (does not cause bodily injury)
-

FY24 Incident Reporting Form

Part 4: Incident Details

Please fill in requested information in the table below.

	Incident 1	Incident 2	Incident 3
Center name(s)			
Location of incident (e.g., classroom, hallway, playground)			
Time of incident			
Number and ages of children involved			
Activity taking place at the time of the incident			
Classroom ratio at the time of the incident			

Child and Family Information

	Incident 1	Incident 2	Incident 3
Was a child injured as a result of the incident, and if so, what medical care was provided?			
What support has been provided to families of children involved? When was the support provided?			
Is the child still enrolled in the program?			

Adults Involved in the Incident (add details or additional lines as needed):

	Which incident(s) was this adult involved in?	Title and Type of Employment Indicate the title of the individual (do not include an individual's name) and the type of employment (permanent, temporary, substitute, volunteer, contractor)	Hire/Start Date of Individual	Current employment status (e.g., currently working, on leave, terminated)	Date of last criminal record check (CRC)
Adult 1					
Adult 2					
Adult 3					
Adult 4					

EXHIBIT D

DRUG-FREE WORKPLACE REQUIREMENTS RECIPIENTS OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the recipient is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by recipients that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for recipients other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the recipient does not identify the workplaces at the time of application, or upon award, if there is no application, the recipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the recipient's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the recipient shall inform the agency of the change(s), it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Recipients' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a recipient directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the

performance of work under the grant and who are on the recipient's payroll. This definition does not include workers not on the payroll of the recipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the recipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The recipient certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, employee assistance programs
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in medicare or medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/recipient (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which subrecipients shall certify accordingly.

EXHIBIT E
INSURANCE REQUIREMENTS

Certificate of Insurance shall be provided to WISD.

Types of Insurance Partner: Minimums

General Liability	\$1,000,000 per occurrence/\$2,000,000 policy aggregate
Abuse/Molestation	\$500,000 per occurrence/\$1,000,000 policy aggregate
Professional Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Employment Practices Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Worker's Compensation	\$1,000,000 per occurrence

EXHIBIT F

CONFIDENTIALITY OF PARTICIPANT RECORDS

It is the responsibility of all WISD and Partner employees, contractors, and agents to safeguard sensitive and Confidential Information of their clients. Each supervisor /manager bears the responsibility for the orientation and training of his/her employees to ensure enforcement of the confidentiality policy.

Except as required by law, WISD and Partner employees, contractors or agents may not at any time disclose or use, either during current or subsequent employment, any Confidential Information or other sensitive information, knowledge, or data that is received or developed during employment with WISD or Partner.

The term "client" includes students and their parents or guardians.

Confidential information is included but is not limited to the name, address, phone numbers and emails of clients, services provided to clients, reason(s) for such services, client employment or financial history, and all student records (relating to academics, physical or mental health, disciplinary action or otherwise).

Confidentiality shall always be maintained except as disclosure of such information is authorized by the funding source contract provisions, pre-authorization from client, or as required by law or court order.

EXHIBIT G
STANDARDS OF CONDUCT

WISD abides by the Head Start Standards of Conduct as identified in Head Start Program Performance Standard 45 CFR 1302.90(c), requiring staff, Partners, consultants, and volunteers to abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive behavior strategies to support children's well-being and prevent and address challenging behavior.
2. Ensure staff consultants, contractors, and volunteers do no maltreat or endanger the health and safety of children, including, at a minimum, that staff must not: use corporal punishment; Use isolation to discipline a child; bind or tie a child to restrict movement or tape a child's mouth; use or withhold food as a punishment or reward; use toilet learning/training methods that punish, demean, or humiliate a child; use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child; physically abusing a child; use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or, use physical activity or outdoor time as a punishment or reward.
3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and,
5. Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

EXHIBIT H

HEALTH AND SAFETY PROTOCOLS

Partner is required to follow state licensing regarding violations and in addition to licensing, notification to WISD is also required. Licensing Type "A" or "B" violations in any classrooms or outdoors with Head Start/Early Head Start children must be reported to WISD within 24 hours. All other types of violations must be reported to WISD within 48 hours of incident. In addition, any relevant CCL communication received and provided to CCL must be reported to WISD, (i.e., CCL report received, Unusual Incident reports, corrective action plan created in response to violation).

A program must establish a system of health and safety practices that ensure children are always kept safe. Daily checks prior to children arriving, a safety inspection needs to take place for the interior and exterior of the facility, and a monthly inspection for safety. REFERENCE: Performance Standard 1302.47 Safety Practices. This system must be shared with WISD and allow WISD to view the monitoring in place, as well as visit and complete onsite monitoring using the tools created.

A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with Performance Standard 1302.102 that include policies and practices to ensure all facilities, equipment and material, background checks, safety training, safety and hygiene practices, and administrative safety procedures are adequate to ensure child safety. This will include a disaster preparedness plan for each location to include natural and manufactured disasters and emergencies. To ensure the safety of the staff and children, emergency drills (fire, earthquake, and intruder) are required to be conducted on a regular basis throughout the school year. Fire drills are conducted monthly, with the first one completed the same month as program year starts. Earthquake and intruder alert drills will be conducted twice a program year per location. REFERENCE: Performance Standard 1302.47, 1302.90; CA code of regulations, Title 19, CA fire code (403.5.1).

A center base program must have at least thirty-five square feet of usable indoor space per child available for the care and use of children, (exclusive of bathrooms, halls, kitchen, staff rooms, and storage spaces) and at least 75 square feet of usable outdoor play space per child. REFERENCE: Performance Standard 1302.21 (d).

Everyone is responsible for the supervision and well-being of all children in the classroom and outdoor playgrounds. It is the expectation that staff are aware at all times of the children in their care, how many children, and where they are while in their care. The set up in the classroom or the family childcare home must be designed in a way to prevent children from getting into any unsupervised areas inside or outside on the playground. Head counts are important and required to maintain safety, ratios, and accountability of children and staff. A program must maintain health and safety records for monitoring and audit purposes to ensure compliance.

HEALTH SCREENING REQUIREMENTS

All health screenings must be completed every school year for each child and within the required time frames listed in the chart below. This includes collecting a physical exam and dental exam every year.

IMMUNIZATIONS: At the time of a child's initial attendance, a center shall obtain a certificate of immunization showing a minimum of 1 dose of each immunizing agent (DTaP, Pneumococcal Conjugate, Hib, Polio, MMR, Hepatitis B and Varicella). Immunization status must be entered and the immunization record must be attached under the Immunizations Tab in ChildPlus before the child starts school.

When a child whose immunizations were not up-to-date at the time of enrollment has been in attendance for **4 months**, an updated certificate showing completion of all additional immunization requirements must be kept on file, unless there is a signed statement by a licensed health care provider stating immunizations are in progress. A current, certified State of Michigan Nonmedical Immunization Waiver Form will be accepted if a parent or legal guardian holds a religious or other objection that prevents a child from receiving vaccines. Waivers must be uploaded into ChildPlus.

Any child who fails to submit the required immunization information shall not be admitted into the program. A child can be enrolled once the immunization requirement is met.

HEALTH SCREENING	HOW OFTEN?	WHEN DUE AFTER STARTING SCHOOL
Immunizations	before enrollment & ongoing if immunizations are missing	before enrollment
Health History	once & review annually	30 days
Nutrition Assessment	once & review annually	30 days
Physical Exam	annually	30 days
Developmental & Behavioral Screenings	annually	45 days
Vision & Hearing Screenings	annually	45 days
Dental Exam	annually	90 days
Growth Assessment	annually	90 days
Hemoglobin/Hematocrit	annually	90 days
Blood Pressure	annually	90 days
Lead Questionnaire	annually	90 days
Tuberculosis Questionnaire	annually	90 days

EXHIBIT I

TRANSPORTATION SERVICES

If a program does not provide transportation services, either for all or a portion of the children, it must provide reasonable assistance, such as information about public transit availability, to the families of such children to arrange transportation to and from its activities and provide information about these transportation options in recruitment announcements. REFERENCE: Performance Standard 1303.7O(b)

If the program is providing transportation services, the goal of the Transportation Department is to provide safe, effective, and efficient transportation for all children in the program. The Transportation Department is an integral part of the educational system, contributing significantly to the learning process by providing pedestrian safety training and safe, dependable transportation. All accidents involving vehicles that transport children are reported in accordance with applicable state requirements.

If the program provides fieldtrip services, the program must not charge eligible families a fee to participate in Early Head Start/Head Start and cannot in any way condition an eligible child's enrollment or participation in the program upon the payment of a fee. REFERENCE: Performance Standard 1302.1 S(a)

Vehicles used to transport children must be equipped with age, height and weight appropriate child safety restraint systems as defined in part 1305.2. (Child restraint system means any device designed to restrain, seat, or position children that meets the current requirements of Federal Motor Vehicle Safety Standard No. 213. REFERENCE: 49 CFR 571.213

Transportation / Pedestrian safety packet will be provided to each family at the orientation process. The parents will review the packet with staff and sign the cover page. The cover page will go into the child's file and the packet will go with parent for future use.

For the safety of the children, each driver must have up to date rosters and lists of the adults each child is authorized to be released to, including alternates in case of an emergency; and ensure no child is left behind, either at the classroom or on the vehicle at the end of the route. A bus monitor is required when transporting children to and from school. If a school is providing transportation services, it is required to teach safe riding practices, safety procedures for boarding and exiting the bus, crossing the street at stops, danger zones emergency evacuations, and participate in three (3) emergency evacuation drills on the vehicle, each program year.

A program must ensure any person employed as a driver receives training prior to transporting any enrolled child and receives refresher training each year. Training must include classroom and behind the wheel instruction sufficient to enable the driver to operate the vehicle in a safe and efficient manner, safely run a fixed route, administer basic first aid in case of injury, handle emergencies, vehicle evacuations, special equipment, routine maintenance, and safety checks of the vehicle, and maintain accurate records as necessary. This includes topics related to children with disabilities. We must follow LARA and state of Michigan transportation guidelines and in accordance with the WISD Transportation Policy.

EXHIBIT J

INVENTORY

It is the responsibility of the Partner to maintain the inventory of materials including technology, provide technical support to the teaching staff, and repair or replace any that are damaged. Upon termination of contract, all WISD issued technology will be returned to WISD.

Partner will have a written technology policy that governs the use and protection of technology, and includes the following information: employees should have no expectation of privacy of anything created, stored, reviewed, accessed, or deleted from the technology; to only access files or programs for which they have been given authorization; disciplinary actions for unauthorized review of files, dissemination of passwords, damage to systems, and improper use of information.

EXHIBIT K
PUBLIC COMPLAINTS AND GRIEVANCES

Partner agrees to notify WISD's Partner Manager in writing, by the end of the next attendance day of receiving a formal parent complaint. This procedure will be written in the Partner's Parent Complaint Policy. Failure to notify WISD staff regarding a formal parent complaint may result in termination of this Agreement. Partner shall outline parent complaint procedures in their Parent Handbook or similar document that shall be provided to all parents at finalization.

EXHIBIT L
PROGRAM CALENDAR

Washtenaw Intermediate School District Head Start Program Calendar – Lincoln
Consolidated Schools

Date	Event
July 1 – August 16	Recruitment and enrollment
August 19 – August 21 st	Program level Professional Development and Classroom Preparation
August 22 nd – August 23 rd	WISD Early Childhood Conference
August 26 th – August 30 th	Program level Professional Development, Classroom Preparation and First Home Visits
August 28 th	First Day of Class
September 2 nd	No School – Staff Holiday
November 25 th	Conferences (evening)
November 26 th	No Classes - Conferences
November 27 th – November 29 th	No classes – Holiday Break
December 23 rd – January 3 rd	No classes – Holiday Break
January 20 th	No classes – Holiday
February 17 th	No classes - Holiday
March 13 th (completed by March 21 st)	Home Visits
March 24 th – March 28 th	No classes – Spring Break
June 10 th	Conferences (evening)
June 10 th	Last Day of Class
June 11 th	Conferences (morning)

Children attend Monday through Thursday. Staff report Friday to complete child assessments, teaching team planning, professional development and for Home Visits and Conferences. There will be Friday's added for any classroom time that needs to be made up for building closures.

Total contact time for children in the program – 1022 hours per year, 4 days per week, 141 days per year, 7.25 hours per day. The Head Start center-based program will begin on Aug. 28.

EXHIBIT M
WISD SELECTION CRITERIA

New Universal Selection Criteria 2025 – 2026

Income	Points	Definition
Foster	200	Includes Kinship – Relatives that are licensed foster parents
Homeless	300	EPHY Liaison Approved “Child must meet criteria for McKinney-Vento Act and paperwork must be submitted.” A-3. What criteria may an LEA consider when determining if a child or youth lives in “substandard housing”? The inclusion of substandard housing in the definition of homeless children and youths has caused some confusion because standards for adequate housing may vary by locality. In determining whether a child or youth is living in “substandard housing,” an LEA may consider whether the setting in which the family, child, or youth is living lacks one of the fundamental utilities such as water, electricity, or heat; is infested with vermin or mold; lacks a basic functional part such as a working kitchen or a working toilet; or may present unreasonable dangers to adults, children, or persons with disabilities. Each city, county, or State may have its own housing codes that further define the kind of housing that may be deemed substandard.
Public Assistance	100	Includes Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), and Supplemental Nutrition Assistance Program (SNAP)* *The Office of Head Start expended its interpretation of public assistance to include SNAP (Supplemental Nutrition Assistance Program). Public Assistance language guidance was updated to include SNAP.
0 -100%	80	Income between 0 – 100%
101% - 250%	20	Income between 101 – 250%
251% and Above	0	Income 251% and above

Age – Based on Class Age of December 1st	Points
18-24	30
25-30	20
31-36	5
37-48	40
49-59	20

Educational Risk Factors	Points	Definition
IEP with Inclusive Preschool/Michigan Mandatory Special Education (MMSE) IFSP	60	A child who has an active inclusive IEP IEP child transitioning from ECSE
Current IFSP (Part C)/IEP	45	A child who has an active IFSP/IEP Documented disability and receiving services through Early on
Documented Development Concerns (child)	15	Documented developmental concerns by a professional. <ul style="list-style-type: none"> Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

		Noted from a professional but not receiving any services. Referral needed
Parent Concern	5	Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

Previously Enrolled	Points	Definition
Early Head Start/Head Start	5	A child who has been a participant (received services) in Early Head Start/Head Start but is no longer due to a break in service. This also includes children who had received services in another county/state.
Early On	7	A child who has been a participant (received services) in Early On but is no longer due to a break in service. This also includes children who had received services in another county/state.

*Grey indicates a drop-down box. This section was updated.

Additional Risk Factors	Points	Definition
<ul style="list-style-type: none"> Applicant Experienced Physical, Sexual, and Verbal Abuse. Applicant Experienced Physical and/or Emotional Neglect The applicant witnessed abuse of the family or household. 	30	<p>Physical abuse is deliberately aggressive or violent behavior by one person toward another that results in bodily injury. (American Psychological Association)</p> <p>Sexual abuse is unwanted sexual activity, with perpetrators using force, making threats, or taking advantage of victims not able to give consent. (American Psychological Association)</p> <p>Verbal abuse is extremely critical, threatening, or insulting words delivered in oral or written form and intended to demean, belittle, or frighten the recipient. (American Psychological Association)</p> <p>Child neglect is the denial of attention, care, or affection considered essentially for the normal development of a child's physical, emotional, and intellectual qualities, usually due to indifference from, disregard by, or impairment in the child's caregivers. (American Psychological Association)</p> <p>Domestic Violence is a pattern of behaviors used by one partner to maintain power and control over another partner in an intimate relationship. (National Domestic Violence Hotline)</p>

Caregiver has History of Domestic Violence/Abuse	20	Combo of domestic violence Applicant would get one or the other
History of substance abuse of Parent/Caregiver	20	Substance abuse is a pattern of compulsive substance use marked by recurrent significant social, occupational, legal, or interpersonal adverse consequences, such as repeated absences from work or school, arrests, and marital difficulties. (American Psychological Association)
Documented Chronic Physical/Mental Illness and/or Exposure to toxic substances for child, parent and/ or siblings.	15	<p>Documented chronic physical/mental illness by a medical professional.</p> <ul style="list-style-type: none"> Chronic physical illness is defined as an enduring health problem that will not go away – for example diabetes, asthma, arthritis, or cancer. Chronic physical illness can be managed, but they cannot be cured. Severe allergies- for example a food allergy. With documentation from Medical Professional. <p>Mental illness are health conditions involving change in emotion, thinking or behavior (or a combination of these). Examples are depression, anxiety, obsessive compulsive disorder, post-traumatic stress disorder, etc.).</p> <p>Exposure to toxic substances known to cause learning or developmental delays. Documentation:</p> <ul style="list-style-type: none"> Medical or hospital records Parent report Social services referral <p>Including but not limited to.</p> <p>Examples of substances include lead, mercury, water pollution, etc.</p> <p>Prenatal or postnatal toxic exposure including Fetal Alcohol Syndrome, children born addicted, or environmentally induced respiratory problems.</p>
Death in Immediate Family	20	A death in the household/immediate family member. This includes any family member that has close ties and is actively involved. This includes deaths due to COVID.
Guardian is not Parent (non-foster)	10	The Guardian of child is not the biological parent and is not in foster care

Parental separation/ Extended absence Drop box: divorce deportation incarceration military service	Drop down: 10	At any point of a child's life
Exposure to violence in applicants living environment and/or exposed to traumatic event.	10	Exposure to violence or traumatic events can harm a child's emotional, psychological, and even physical development. Including but not limited to: <ul style="list-style-type: none"> • Neighborhood shootings • Neighbors fighting • Witnessing death • Family disturbance such as fights.
Refugee Humanitarian Parolee/ Immigrant fleeing violence	10 points	Family or child: <ul style="list-style-type: none"> • Within 12 months
Documented Severe or Challenging Behavior	10	Child has been expelled from preschool or childcare center. Child's behavior has prevented participation in another group setting or mental health professional has referred. Documentation: <ul style="list-style-type: none"> • Exclusion from other preschool/childcare programs • Social services or medical referrals • Parent interview questions/report • Legal report or restraining order • Staff documentation on home visits or other contacts Definition per the Great Start Readiness Program eligibility factors
Behavior Concerns (Child)	5	Behavioral concerns by an educational or medical professional. <ul style="list-style-type: none"> • Behavioral concerns include behaviors that would potentially limit the educational experience of the child without behavioral intervention. Noted from a professional but not receiving any services. Referral or doctor note needed. Or Parent Concern

Family Primary Language is not English	5 points	English is not spoken in the child's home; English is not the child's first language. Documentation: • Parent or advocate report Definition per the Great Start Readiness Program eligibility factors
Single Parent	10	An individual bringing up a child without the other parent living in the home.
Parent and/or siblings Chronic physical/mental illness/diagnosed disability.	5	Includes parent(s) with a learning disability.
Unstable Housing	5	Is in home foreclosure or has frequent changes of residence – 3 times (multiple move) within 12 months – referenced health.people.gov
Parent Lacks High School Diploma/GED/has noticeable literacy issue	10	Current caregiver has not graduated from high school/GED or is illiterate
Parent was a Teenager	10	Teen parent (not age 20 when first child born) If child is a much later birth, rather than the first child of a teenager or one of several in proximity, the factor may or may not cause risk and should be examined carefully. Documentation: • Birth certificate • Ages of siblings Definition per the Great Start Readiness Program eligibility factors
4 or more children in the immediate family	3	A family that has 4 or more children living in the home
Child has no Health insurance at time of Enrollment.	5	At the time of application. The family has no active health insurance
Child does not have an established medical home or an Established Dental Home (for children 1 year or older) at the time of enrollment.	3	Family cannot provide name or information about a medical home and dental home during enrollment.

Early Head Start Only	Points	Definition
Birth weight <5.8 lbs. (under 24 months)	10	Parent/Guardian report

Color Key Codes

Required Factor

ACEs (Adverse Childhood Experiences)

GSRP (Great Start Readiness Program)

EXHIBIT N
**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED
CERTIFICATIONS AND ASSURANCES**

SF 424B

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended,

relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complies, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection

of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of an agency, a member of congress,

an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Date

Title

Applicant Organization

EXHIBIT O
WASHTENAW INTERMEDIATE SCHOOL DISTRICT HEAD START/EARLY HEAD START
BY-LAWS

BY – LAWS

ARTICLE I - NAME

The name of this organization shall be Washtenaw Intermediate School District Head Start/Early Head Start Policy Council, hereafter known as WISDHSPC.

ARTICLE II - PURPOSE

Section 1. Provide in-put to the Washtenaw County Intermediate School District Head Start/Early Head Start Board of Education concerning the local Head Start/Early Head Start Programs.

Section 2. Assist in the planning and development of Washtenaw County Intermediate School District Head Start/Early Head Start in an effort to create better program operation and communication between staff and parents.

Section 3. To bring Head Start/Early Head Start, the community at large, and the general public in closer communication.

Section 4. To provide in-put to the Administration of Children, Youth, and Families, (ACYF) and to serve as a link between local programs and the Michigan Head Start/Early Head Start Association.

ARTICLE III - MEMBERSHIP

Section 1. Control: The business and affairs of WISDHSPC shall be managed and controlled by its members.

Section 2. Selection of Members:

A. There shall be one (1) parent member per every 50 enrolled Head Start students and one (1) alternate elected from each site, and Early Head Start. All program options must be proportionately represented. Each member shall have voting privileges. Alternates may only have voting privileges in the absence of other voting members.

B. Community Representatives - There shall be three (3) Community Representatives elected by the parent members of WISDHSPC. Community representatives shall have voting privileges and may be parents of past enrolled children.

C. Washtenaw Intermediate School District Board of Education- There shall be one (1) WISD Board of Education member to serve as a liaison between Policy Council and the WISD Board of Education. The liaison shall have voting privileges.

Section 3. Membership Term: The members of WISDHSPC shall serve for a period of one (1) year.

- If the member intends to serve for another year she/he must stand for re-election.
- A policy council member, and policy committee member at the delegate level, may serve no more than (5) five terms.

Section 4. Resignations: Any member of WISDHSPC may resign in writing to their local center Chairperson. The chairperson will then report it to the Policy Council.

Section 5. Vacancy: Any vacancy occurring in this organization shall be filled according to Article III, Section 2.

Section 6. Removal of a Policy Council Member: Any member of WISDHSPC may be removed from the Policy Council membership by 2/3 majority of the quorum by secret ballot vote if the procedures below have been followed:

A. When a Policy Council member is deemed by the Appeal Committee not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson in writing of his/her performance deficiencies and shall be given not less than (30) days to make the necessary improvements. If the member does not make necessary improvements within the period to justify retention, s/he may be removed following secret ballot vote by the Council's quorum. All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC member, who claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The member will submit within (10) business days following the written reprimand a letter of explanation of the Chairperson of the Appeal Committee with a copy to the WISDHSPC Chairperson. The Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the committee. The WISDHSPC Chairperson may attend all proceedings of the Appeal Committee, but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal/state performance standards covering program governance.

ARTICLE IV – OFFICERS

Section 1. Officers: The officers of WISDHSPC shall consist of the Chairperson, Vice chairperson, and Secretary-Treasurer. Other officers may be elected as are deemed necessary. Community representatives may hold any of the elected offices. Alternates may hold any office.

Section 2. Elections: Officers shall be nominated and elected from the voting members of WISDHSPC. Alternates may be nominated and elected but may not vote in the election, unless they are taking the place of a regular voting member. They shall hold office from the day of their election until the next annual meeting, or until the successor to that office has been elected and qualified. The elections shall be held by secret ballot and counted in the room of the meeting.

Section 3. Removal of Officers: Any officer of WISDHSPC may be removed from the position s/he holds by a 2/3 majority of the quorum by secret ballot vote if the procedures have been followed:

A. When a Policy Council officer is deemed by the membership not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson (or Vice Chairperson) in writing of his/her performance deficiencies and shall be given not less than thirty (30) days to make the necessary improvements within that period to justify retention, s/he may be removed from office final secret ballot vote by the Council quorum All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC officer, claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The officer will submit within ten (10)business days following the written reprimand a letter of explanation to the Chairperson of the Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the Committee. The WISDHSPC Chairperson may attend all proceedings but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal performance standards.

Section 4. Vacancy: Any vacancy of an office shall be filled by the voting membership for the remaining term according to Article IV, Section 2.

Section 5. Chair Duties: The duties of the Chairperson are to preside over all meetings of the organization. The Chairperson shall perform other duties as prescribed by the membership. The chairperson will insure all responsibility of the Policy Council as stated in federal performance standards. Policy Council Chairperson will be the official representative of the Policy Council to the WISDHS Board of Directors. The chairperson may vote to make or break a tie. The Chairperson will attend all Budget meetings.

Section 6. Vice-Chairperson Duties: The duties of the Vice-Chairperson are: to preside in the absence of the Chairperson; perform other duties of the chair in the absence of the Chairperson. This person shall be

subject to all restrictions of the chair. The Vice-Chairperson shall perform other duties as prescribed by the membership. In the absence of the chair, will attend the Board Meeting.

Section 7. Secretary Duties: The duties of the Secretary are: to conduct a roll call before each meeting; to insure that notices are given in accordance with the provisions of these By-Laws; to keep accurate minutes of all meetings of WISDHSPC; to recite the minutes of the previous meeting to the members present at each meeting; and to have the responsibility for having the minutes submitted to the Director at least ten (10) days prior to the coming meeting. The Secretary shall perform other duties as prescribed by the membership.

ARTICLE VI - MEETINGS

Section 1. Annual Meetings: The annual meeting of WISDHSPC shall be held during the month of October of each year for the purpose of electing officers and for the transaction of any business authorized or required by WISDHSPC.

Section 2. Regular Meeting and Notice: The regular meetings of WISDHSPC shall be held monthly at such time and place as may be designated by the organization. Written notice for a monthly meeting must be given not less than five (5) days prior to the regular meeting.

Section 3. Quorum: A quorum shall consist of any four (4) representatives of the voting membership; representing at least three (3) of the Head Start/Early Head Start sites. For emergency purposes only if there are not enough voting members to make a quorum: If there is at least one voting member from each target area, a vote can take place to temporarily approve of actions until final approval at the next meeting. If the Chairperson is one of those voting members he/she can vote.

Section 4. Per-Diem: Voting members of WISDHSPC may submit a request for the Head Start/Early Head Start Policy Council Per-Diem in writing at each meeting. A W-9 must be completed each school year to be eligible for the per-diem.

Any action that could be taken by the Policy Council at a meeting may be taken by informal polling of a majority of the members (i.e. telephone or other).

ARTICLE VII – COMMITTEES

Section 1. Special Committees: The Chairperson shall establish such committees as the membership may deem appropriate. Each committee is empowered to perform such duties as shall be prescribed and authorized by the membership. Any WISDHSPC may serve as a committee member.

ARTICLE X - AMENDMENTS

Section 1. The By-Laws may be amended as recommended by WISDHSPC by a 2/3 majority of the voting members present at any regular meeting. Notice of the nature of the changes in By-Laws to be proposed at such meetings shall have been given in writing to WISDHSPC members at least fifteen (15) days prior to such meeting.

Partner Agreement

Washtenaw Intermediate School District

Whitmore Lake Public Schools

Head Start

Program Year 2025 - 2026

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Award No. 05CH012694-01-00 PY 25-26

This Partner Agreement ("Agreement") is made and entered into effective **July 1, 2025**, by and between **Washtenaw Intermediate School District**, a Michigan education administrative agency located at 1819 S Wagner Rd, Ann Arbor, MI 48103, ("WISD" or "Recipient") and **Whitmore Lake Public Schools** ("WLPS" or "Partner"), a Michigan public school partner organization located at 8845 Main St., Whitmore Lake, MI 48189.

GENERAL PROVISIONS

1. **Authority for Agreement.** Authorization for the Head Start program and Early Head Start program (EHS) is contained in the Head Start Act, Public Law 110-134 and 42 USC § 9801, et seq., (the "Act" or "Head Start") and implementing regulations, including 45 CFR Parts 1301-1305 and 2 CFR Part 200.
2. **Status of Parties.**
 - I. WISD is a recipient of the Office of Head Start ("OHS"), Administration for Children and Families ("ACF"), US Department of Health and Human Services ("HHS"), Grant Number 05CH012694-01-00 Catalog of Federal Domestic Assistance ("CFDA") number 93.600, to fund WISD's Head Start/Early Head Start Program to provide ongoing comprehensive child development services to benefit eligible children and their families ("Program") and which is the primary subject of this Agreement. Pursuant to this Agreement, WISD shall determine Program eligibility, maintain ultimate authority for all decision-making related to the Program, conduct oversight of Program operations, adhere to applicable Federal requirements, and use Federal funds to carry out the Program.
 - II. Partner shall have the status of a contractor within the meaning of 45 CFR § 75.351(b) and shall provide the services set forth in this Agreement. Partner is not a delegate agency or subrecipient within the meaning of the Act and implementing regulations. By entering into this Agreement, Partner expressly waives any benefits and protections afforded to delegate agencies and subrecipients, including but not limited to the rights to appeal and for-cause termination, and is not subject to the compliance requirements imposed on delegate agencies and subrecipients.
 - III. Partner certifies that it has the requisite skills and expertise necessary to carry out its obligations as set forth in this Agreement under the terms and conditions set forth herein.
 - IV. It is expressly understood between the Parties that Partner is an independent contractor and separate business entity from WISD, and neither Partner nor its officers, employees, or agents are employees of WISD. Nothing in this Agreement shall be construed as a joint venture, partnership, or other similar arrangement. WISD shall have no liability as an employer arising from or relating to Partner's performance of this Agreement and does not assume any debt, obligation, or contracts or Partner.

3. **Purpose of Agreement**

Under the terms and conditions set forth herein, the Parties shall have a contractual relationship whereby WISD provides funding to Partner for services needed to carry out a high-quality and comprehensive Program that meets expectations of children's status and progress across domains of language and literacy development, cognition and general knowledge, approaches to learning, physical well-being and motor development, and social and emotional development that will improve their readiness for kindergarten. This Agreement does not constitute a delegation of services within the meaning of 45 CFR § 1303 Subpart D.

4. **Term**

The term of this Agreement shall be from **7/01/25-6/30/2026** with no guarantee of renewal and subject to early termination as set forth herein. No funds identified in this Agreement shall, without advance written approval of WISD, be obligated before the beginning of the term or after the end of the term, except for invoices which may be submitted up to, but not more than, sixty (60) days after termination of this Agreement.

5. **Exhibits**

This Agreement includes the following exhibits, each of which is attached hereto for reference purposes, unless otherwise expressly stated. Partner shall be responsible for knowledge of their contents and compliance therewith.

Exhibit A – Reimbursement Request

Exhibit B - Contacts Roster

Exhibit C – Monthly Report Checklist and Within 24 Hours Reporting Requirements and Incident Reporting Form

Exhibit D – Drug Free Workplace Requirements Recipients Other Than Individuals

Exhibit E - Insurance Requirements

Exhibit F - Confidentiality of Participant Records

Exhibit G - Standards of Conduct

Exhibit H - Health and Safety Protocols and Health Screening Requirements

Exhibit I - Transportation Services

Exhibit J - Inventory

Exhibit K – Public Complaints and Grievances

Exhibit L - Program Calendar

Exhibit M – WISD Selection Criteria

Exhibit N - U.S. Department of Health and Human Services Compendium of required certifications and Assurances

Exhibit O – WISD Policy Council By Laws

6. **Special Conditions**

WISD may impose any conditions on Partner's performance required by HHS /OHS and attached to its Notice of Award if such conditions impact or are required of Partner to implement this Agreement. Conditions are included in section 45 of this agreement.

FUNDING

7. Agreement Amount

Subject to the terms and conditions herein, and contingent upon WISD's receipt of funds for the operation of the Program, the total funds allocated to Partner for full and satisfactory performance of this Agreement, or the "federal share," shall not exceed \$107,790 over a 12-month (July 2025 - June 2026) period or \$7,186 per HS child per year, and Partner's expected in-kind contribution to the cost of operating the Program, the "non-federal share," shall be approximately \$26,948 (25%). Administrative costs are limited to no more than 10% of the cost of the agreement, or \$10,779.

- a. Program funding shall meet the requirements of 45 CFR § 1303.4 and the valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR §75.306.
- b. WISD shall allocate funds to Partner for full and satisfactory performance of this Agreement and based only on proven enrollment figures.
- c. Partner will not be separately reimbursed for Program-related expenditures and costs. WISD's financial obligation under this agreement is subject to the per child funding limitation set forth herein.

8. Non-Appropriation; Reduced Funding

WISD's financial and other obligations set forth in this Agreement are contingent upon receipt of Head Start/Head Start funds for the operation of the Program. In the event Program funds are not received or are reduced, the following provisions apply.

- I. To the extent that WISD does not receive the funds necessary for operation of the Program for any reason whatsoever, including a non-appropriation of funding, (collectively "non- appropriation"), this Agreement may be terminated immediately by WISD, or as directed by the funding source. In the event of a non-appropriation, WISD shall have no liability to pay any funds to Partner or furnish any other consideration under the Agreement, and Partner shall not be obliged to fulfill any provisions of this Agreement. WISD shall notify Partner in writing of any such non-appropriation or failure to receive funds as soon as possible and shall attempt to provide for orderly closeout of Program operations provided funds are received from the appropriate funding source for this purpose.
- II. To the extent the funds necessary for operation of the Program are reduced for any reason whatsoever, WISD shall have the option to either terminate this Agreement subject to the termination provisions herein, or to amend this Agreement to reflect the reduced amount subject to the approval of Partner. If WISD and Partner agree to amend the Agreement in response to a reduction in funding, the funding provisions, including the local contribution and budget plan set forth in Exhibit B, shall be adjusted accordingly.

9. **Budget**

Partner shall submit a Budget and a Budget Justification for Partner's performance of this Agreement, using the template provided in Exhibit A. The deadline to submit a budget is Friday, August 30, 2025.

- I. Travel Expenses: Expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the Partner is a part.
- II. Payments to the Partner: Recipient shall make payment under this Agreement only after timely receipt of Partner's Quarterly Reimbursement Report and Recipient shall make payment only for allowable, reasonable, and necessary expenditures, which shall be consistent with the approved budget and cost allocation plan and in the format determined by Recipient. Such reports must be complete, accurate and reflect the financial activity of the period covered by the invoice. Partner may submit a written request for an advance equal to the current month's unreimbursed expenditures and the anticipated expenditures for the next five (5) days. This request may be submitted no more than twice a month. (see page 17 Invoices for Payments for further details)
- III. Final Budget Amendments: Final budget amendments are due to the Recipient by April 1 of the contract year. A budget revision is required for rebudgeting between categories that would exceed the lesser of \$15,000 or 10% of the line item category. All allowable obligations incurred in the performance of this Agreement must be reported to the Recipient within thirty (30) calendar days following the termination of this Agreement to be binding upon the Grantee for reimbursement. All obligations must be liquidated within sixty (60) calendar days and reported to Recipient in Partner's final reimbursement report due June 30. Failure to report such obligations, liquidations and/or debts shall be the sole liability of Partner.

PROGRAM REQUIREMENTS

10. **Program Option**

The program option to be implemented will be center based.

11. **Operating Year**

The operating year shall be from **July 1, 2025, to June 30, 2026**, and must operate minimally for 1022 hours in a program year for Head Start (if four days a week), as set forth in Exhibit A.

12. **First Day of Attendance**

The first day of attendance in the Program will begin on **Sept. 4, 2025**.

13. **Number of Children Served**

The number of children to be served will be 15 Head Start eligible children, as set forth in Exhibit A. Failure by Partner to achieve and/or maintain Full Enrollment may result in reallocation of slots and a corresponding funding reduction, and/or reduction and reassignment of recruitment areas. Reallocation of slots and reassignment of areas are

at the discretion of WISD. Reduction or failure to meet the enrollment will result in a reduction in monthly reimbursement.

14. **Eligibility, Recruitment, Selection, Enrollment and Attendance ("ERSEA")**

ERSEA components of the Program shall be implemented as set forth below and consistent with the Law and implementing regulations, including but not limited to 42 USC§ 9840 and 45CFR Parts 1302 Subpart A.

I. Eligibility. WISD's assigned FSS shall determine eligibility based on Head Start requirements and WISD selection criteria for all interest forms submitted through the Help Me Grow Washtenaw website. The WISD enrollment team will support the family to complete the application. WISD shall only enroll in the Program children who meet eligibility requirements, including age, residency and household income thresholds and identified eligibility requirements, as set forth in 45 CFR § 1302.12 and as published by OHS.

II. Recruitment. WISD and Partner shall recruit only eligible children residing within their assigned service area, as set forth in Exhibit A. The Partner shall provide high-quality child development services and programs for WISD Head Start to those participants and families residing within Washtenaw County and service area as noted in the Notice of Award. Service area boundaries are determined by Washtenaw County and a portion of the bordering counties within the boundary of the Washtenaw Intermediate School District.

III. Selection. WISD will maintain the prioritization list for selection consideration. The WISD ERSEA Specialist in collaboration with the WISD FSS and Program Director and or designee will select children for enrollment according to WISD ERSEA policies and procedures, to include selection criteria. All copies of eligibility documentation shall be stored in ChildPlus kept at a central location determined by WISD.

1. Selection criteria are created by WISD utilizing community needs assessment data and approved by the Policy Council and the WISD Board of Education.
2. Selection criteria for Program Year 25-26 can be found as Exhibit M.
3. A viable wait-list will be maintained by the WISD.

IV. Enrollment. WISD and Partner will work together to demonstrate and maintain Full Enrollment and ensure any vacancies are filled within 30 days. A vacancy is considered filled when the newly enrolled child attends their first day of Head Start. Failure to maintain Full Enrollment will constitute a breach of this Agreement, which is cause for WISD to pursue any of the remedies as referenced in Section 13 of this agreement. Partner shall provide WISD all records on Program enrollment and attendance as required by Exhibit C. All such records shall be available upon request to WISD, including WISD designated accountants, monitors and auditors.

- a. Partner agrees that WISD is not obligated to fill any vacant slots not deemed part of this Agreement.

- b. Partner shall notify ERSEA Specialist of any changes to a participants' enrollment status.
- c. WISD's FSS will request approval for disenrollment/drop and inform ERSEA Specialist and Partner Director. Request must be made to the ERSEA Specialist. Partner must ensure that adequate documentation is maintained and have sound justification for dis-enrolling or dropping a child. Please see Suspensions and Expulsions section of this Agreement for further details.

V. **Enrollment of Children with Disabilities.** Partner shall enroll and maintain at least ten percent (10%) of the total number of total allocated slots per this agreement with children with disabilities as defined in 45 CFR § 1302.14(b)(I), and who are identified with a current Individual Education Plan ("IEP"). In addition, Partner shall adhere to all requirements of services related to children with disabilities as set forth in 45 CFR § 1302 Subpart F.

- a. It is a program requirement that a pre-placement meeting be conducted to determine the most appropriate placement for each child with an IEP considered for enrollment. A pre-placement meeting will be conducted with the Partner Director and the WISD's Disability Manager and will include participation of Partner staff.
- b. Partner shall provide program services inclusive of children with disabilities, consistent with their IEP and provide an appropriate environment and adult guidance for the participation of children with special needs. Documentation of classroom observations will be entered into ChildPlus.
- c. On 01/22/2020 the Administration of Children and Families published ACF-IM-HS- 20-01: Inclusion of Children with Disabilities, which makes clear that the Office of Head Start expects that programs obtain the 10% percent requirement by midway through the program year.

VI. **Attendance and ADA.** Partner must track attendance for each child pursuant to 45 CFR § 1302.16, utilizing the Child Plus system. When program-wide the monthly Average Daily Attendance ("ADA") falls below 85% of Full Enrollment, Partner will provide WISD with an analysis of the causes for absenteeism and take appropriate action as set forth in this section. Attendance will be tracked in Child Plus by the Partner on a daily basis and monitored by the WISD on a monthly basis. This will be reviewed by WISD FSS staff on a weekly basis. Partner will provide WISD bi-monthly accounting (due by the 1st and 15th of each month to the WISD's ERSEA Specialist) of each participant's attendance. Partner will maintain the daily sign-in/out sheets with parent's legal signature and daily attendance records indicating child's absences with parent's legal signature. These documents should be made available to the WISD upon request.

- a. The WISD FSS must implement a process to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a

parent has not contacted the program within one hour of program start time, the program must attempt to contact the parent to ensure the child's well-being.

- b. The WISD FSS in collaboration with the Partner must implement strategies to promote attendance. At a minimum the FSS must:
 - i. Provide information about the benefits of regular attendance. At parent meeting, orientation, newsletters and through other forms of communication (upload evidence into ChildPlus).
 - ii. Support families to promote the child's regular attendance.
 - iii. Send out monthly attendance letters informing parents of child ADA when the child falls below 85% (upload into ChildPlus).
 - iv. Work with family to establish attendance improvement plans and provide resources/information to help the families attendance (upload into ChildPlus).
 - v. If a child plans to be absent for more than 2 weeks a notice of absence form should be filled out and sent to the WISD staff for approval.

Within the first 60 days of program operation, and on an ongoing basis, thereafter, use individual child attendance data to identify children with patterns of absence that put them at risk of missing ten percent of program days per year and develop appropriate strategies to improve individual attendance among identified children, such as direct contact with parents or intensive case management, as necessary.

15. **Full Enrollment Initiative & Reserve Slots.** Failure to achieve and/or maintain Full Enrollment may result in a reallocation of slots and corresponding funding reduction. **Reallocation of slots and reassignment of areas are at the sole discretion of WISD.**

- I. Open vacancies will be filled as soon as possible, but no later than 30 days. The WISD and the Partner collaborate to recruit, conduct on-going recruitment, and have a waitlist of eligible children on stand-by.
- II. Under Head Start Performance Standard 1302.15(c), the program may reserve one or more enrollment slots for children experiencing homelessness and children in foster care, when a vacancy occurs. No more than three percent of a program's funded enrollment slots may be reserved. If the reserved enrollment slot is not filled within 30 days, the enrollment slot becomes vacant and then must be filled.
- III. Partners will communicate with WISD's ERSEA Specialist if it is their intent to reserve a slot.

16. **Class Size and Ratios.** Partner shall ensure that Program enrollment and attendance does not exceed the maximum class size as required Classroom size waivers

must meet requirements and need prior approval by WISD. WISD will submit all classroom size waivers to the Office of Head Start for approval.

- I. 3 year and 4 year-olds: Up to 16 and no fewer than 15 children may be enrolled in a classroom with two adults.
- II. 4 year olds: Up to 18 and no fewer than 16 children enrolled in any class with 3 adults required when enrollment exceeds 16

17. **Class Schedule, Calendar and Duration.** Partner shall ensure that class operations meet the minimum daily, weekly, and annual requirements set forth in 45 CFR §1302.21(c)(1). Partner shall not deviate from the operating year or the approved Program calendar, attached hereto as Exhibit K, without advance written approval of WISD. The Partner must submit a calendar to the WISD by August 1st for approval. If Partner seeks to change the length of the operating year, or deviate in any manner from the approved calendar, Partner shall obtain the written approval by WISD at least thirty (30) days before the date the requested change is to take effect. Exclusions will be granted for children that have a documented variation of attendance through an IEP.

18. **Classroom Placement.** Partner must limit the re-assignment of Head Start Children from one classroom to another, whenever possible. Continuity of care is important to the development of a child's social and emotional state. If a child is being permanently reassigned to a new classroom the ERSEA Specialist must be notified of changes to be made.

19. **Education Services.** Research-Based Curriculum. Partner shall utilize and implement the High Scope Curriculum. WISD will provide technical assistance, coaching and mentoring to Partner regarding the provision of educational services. Partner will further ensure ongoing data collection and reporting as required by Exhibit C. Partner will provide the following specific educational services as part of the Program.

- I. Consistent with 45 CFR § 1302.5 I, the WISD in collaboration with the Partner must offer a parenting curriculum throughout the program year at the Partner location.
- II. In collaboration with each child's parent and with parent consent, conduct a developmental screening using the Ages and Stages Questionnaire and a social-emotional screening using the Devereaux Early Childhood Assessment for each child within forty-five (45) days of enrollment.
- III. Conduct a developmental assessment for each child three (3) times per program year following agreed upon timeline using COR Advantage. Partner will utilize COR Advantage to develop and maintain an Individual Child Portfolio that includes work samples and child observations for each rating period.
- IV. Create a weekly lesson plan that demonstrates fidelity to curriculum and utilizes results of developmental screenings, on-going observations, and

results of the child assessment. The weekly plan will include parent input via individualized School Readiness Goal, changes to the environment, transitions with embedded learning activities, and activities for both individual children and groups of children. Lesson Plans will be completed using COR Advantage.

- V. Partner teachers will conduct two (2) 60- minute home visits and two (2) parent-teacher conferences per year consistent with 45 CFR § 1302.34(b)(7). The initial home visit must take place prior to the start of the program year. The purpose of educational contacts in the form of home visits and parent teacher conferences is to establish a strong home-school connection, collaborate with parents on school readiness goals and discuss developmental screenings. Home visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant safety hazards for staff.

20. **Coaching:** WISD's Early Childhood Specialists will utilize a research-based, coordinated coaching strategy, Practice Based Coaching, for education staff that:

- I. Assesses all education staff to identify strengths, areas of needed support, and which staff would benefit from intensive coaching.
- II. Provides intensive coaching to education staff identified through the above process and includes opportunities to be observed, work collaboratively to create goals, implementation support and modeling of effective teacher practices.
- III. Provide opportunities for education staff not identified for intensive coaching through the above process to receive other forms of research-based professional development.

21. **Parent Access.** Partner shall provide parents unlimited access to their children enrolled in the Program and to authorized persons caring for their children during the normal hours of operation and whenever the children are in the care of Partner.

22. **Nutrition and Meals.** Partner must meet the nutrition requirements stated in 34 CFR 1302.44 including requirements specific to the target population of infants and toddlers and adheres to the Child and Adult Care Food Program ("CACFP") guidelines and are appropriate to the age, developmental readiness, and meal spacing requirements. Partner will submit a copy of the CACFP administrative review report, and any corrective action plan required upon audit by CACFP. CACFP reports are submitted to Fiscal Manager by the 15th of each month. Partner shall also report in ChildPlus if a child has any food allergies, dietary restrictions, or special meal accommodations; and ensure proper medical documentation of such has been reviewed and approved by WISD before child attends. The Partner will incorporate family style meals for all meals and/or snacks throughout the day.

23. **Meetings** Partner must attend WISD Meetings according to exhibit O and other meetings called for by the WISD regarding the operations of Head Start.

24. **Family and Community Engagement.**

- I. **Family Partnership Agreement (FPA).** In partnership with the Partner FSS will be responsible for creating and tracking the completion of the FPAs.
- II. **Community Referrals.** In partnership with the Partner FSS will offer appropriate community referrals when it is determined that support is needed with Families. The WISD Family Support Specialists will input all referrals into ChildPlus. WISD Family Support Specialists will follow-up on referral outcomes. If Partner initiates referrals directly with family, Partner will ensure the same process of documentation is followed.
- III. **Emergency Items.** The Partner will direct any emergency needs items, such as food vouchers, emergency clothing, or shoes to WISD Family Support Specialist.
- IV. **Family Outcomes.** In partnership with the Partner FSS will administer a family outcomes survey. The results of the survey will be shared with the Partner and may be used to inform activities described in the Parent, Family and Community Engagement Framework (PFCE).
- V. **Family Strengths, Needs & Interest Survey.** In partnership with the Partner FSS will administer this survey during intake. The results of the survey will be shared with the Partner, who will use it to plan meaningful and individualized workshop and trainings for families. WISD will use the results to plan parent engagement opportunities, which will be available to Partner families. WISD Family Support Specialists will use the results to support families in developing a meaningful FPA goal.
- VI. **Parent Orientation.** Partner programs with support from the WISD will host a parent orientation prior to the program start date.
- VII. **Parent Committee:** Each site must have a parent committee comprised of parents at the site. The assigned Family Support Specialist will coordinate this with the Partner site director.
- VIII. **Policy Council.** In partnership with the Partner FSS will facilitate the election of a parent from Parent Committee to represent parents on the Policy Council in accordance with the WISD Head Start Policy Council By-Laws (please see Exhibit O).

25. **Mental Health and Behavioral Supports.** WISD will work in partnership with Partner to promote children's mental health, social and emotional well-being, and overall health, including securing mental health consultation services, and identifying and providing behavioral supports for children displaying challenging behaviors, and other social, emotional, and mental health concerns.

- I. Partner will provide support for effective classroom management and positive learning environments and will ensure supportive teacher practices in alignment with the High Scope Curriculum. WISD will work to complement any existing classroom supports and teaching strategies

that Partner has established through their organization's standard operating procedures.

- II. In cases where the Partner's standard operating procedures run counter to the Head Start Act, Performance Standards, and/or developmentally appropriate practice (DAP) the Performance Standards and DAP will take precedence.
- III. When concerns about a child's social, emotional, or mental health arise, the Partner classroom staff must conduct observations, take anecdotal notes, and gather relevant documentation. Partner staff will meet with parents and/or guardians to discuss concerns and obtain any added information. Concern will be documented in ChildPlus under Mental Health and individualized supports/strategies will be documented in weekly lesson plans
- IV. If the challenges continue, the WISD Early Childhood Specialist (ECS) will observe the classroom. The ECS will meet with Partner Staff to debrief the observation, reflect on the results of the observation, and collaborate on next steps. This follow up observation will be documented under the original concern as a follow up activity. Adjustments to individualized supports/strategies will be made in weekly lesson plans.
- V. If it is determined that additional support is needed, Partner's staff and/or ECS will submit a mental health referral form to the Mental Health/Behavior Specialist. The Mental Health/Behavior Specialist will conduct a classroom observation. Strategies and implementation support will be provided by the Specialist in collaboration with the ECS. This will be documented as follow up in Child Plus.
- VI. If further support is needed, a Behavior Intervention Plan may be developed in collaboration with the parent or legal guardian.
- VII. In addition, a referral for an Early Childhood Mental Health Consultant may be utilized to provide additional behavioral health services for a program and/or an enrolled child if needed. Documentation of services will need to be submitted into ChildPlus under the Mental Health section of the Child File.

26. **No Fee.** Partner may not charge, or permit the charging of, any fee for participation in the Program or for any services made in conjunction with the Program. This includes fees to participate in classroom wide field trips.

27. **Suspension and Expulsion.** Pursuant to 45 CFR § 1302.17, Partner must prohibit or severely limit the use of suspension due to a child's behavior. Such suspensions may only be temporary in nature and must follow 45 CFR 1302.1 7(a) (2-4). Additionally, the Partner cannot expel an EHS/HS child because of the child's behavior except as a last resort and then, only in accordance with the provisions set forth herein; however pursuant to 45 CFR I 302. 1 7(b)(3) if the child's continued enrollment presents continued threat of safety, Partner and WISD will work together to facilitate the transition of the child to a more appropriate placement. In all cases Partner should make documentation (in ChildPlus) of behaviors and interventions provided a top priority. Documentation makes communication between the Partner and the WISD seamless.

I. Suspensions:

a. A temporary suspension must be used only as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be reduced or eliminated by the provision of reasonable modifications.

b. Before a Partner determines whether a temporary suspension is necessary, a program must engage with a Mental Health/Behavior Specialist and assigned Early Childhood Specialist, show that provided behavior strategies have been implemented consistently and are not working, collaborate with the parents, and utilize appropriate community resources - such as behavior coaches, LEA, psychologists, other appropriate specialists, or other resources - as needed, to determine no other reasonable option is appropriate.

c. When a child exhibits persistent and serious challenging behaviors, a program must explore all steps and document all steps taken to address such problems and facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. § 705(9)(b) of the Rehabilitation Act is not excluded from the program based on disability, and consulting with the parents and the child's teacher, and:

- i. If the child has an Individualized Education Program ("IEP"), the program must consult with the agency responsible for the IEP to ensure the child receives the needed support services; or,
- ii. If the child does not have an IEP, the program must collaborate, with parental consent, with the local agency responsible for implementing IDEA to determine the child's eligibility for services.

d. If a temporary suspension is deemed necessary, a program must help the child return to full participation in all program activities as quickly as possible while ensuring child safety by:

- i. Continuing to engage with the parents and the Mental Health/Behavior Specialist and assigned ECS and continuing to utilize appropriate community resources.
- ii. Developing a written plan to document the action and support needed.
- iii. Determining whether a referral to a local agency responsible for implementing the Individuals with Disabilities Education Act ("IDEA") is appropriate.

e. If, after the Partner has explored all possible steps and documented all steps taken as described in paragraph (a) of this section, a program, in consultation with the parents, the child's teacher, the agency responsible for implementing IDEA (if applicable), and the Disabilities Specialist determines that the child's continued enrollment presents a continued serious safety threat to the child or other enrolled children and determines the

program is not the most appropriate placement for the child, the program must work with such entities to directly facilitate the transition of the child to a more appropriate placement.

f. Utilizing assessment tools and developmental screenings as well in consultation with the child's parents or guardians the Partner should take every approach to create a culture that is preventative in nature. Seeking assistance from WISD's Disabilities Specialist, Mental Health Specialist, and ECS early on will help to reduce the number of children that are in danger of suspension.

g. Expulsions: Partner cannot expel or disenroll a child from the program because of a child's behavior except as a last resort.

28. **Partner Staffing.** Partner shall recruit, select, and employ a sufficient number of classroom teachers and aides; and shall also recruit, select and maintain an adequate number of volunteers, in order to provide Head Start services to enrolled participants and to adequately supervise all facilities approved by WISD. All Partner staff and volunteers shall be adequately trained and meet the qualifications set forth in 45 CFR Part 1302 Subpart I and State laws and regulations. Partner shall ensure that all staff and volunteers have passed a background check and a criminal record clearance.

- I. Before hiring any personnel or contractors, including teachers, staff, and transportation staff and contractors, directly or through contract, Partner must:
 - a. conduct an interview,
 - b. conduct a sex offender registry check,
 - c. conduct child abuse and neglect state registry check, if available, and
 - d. obtain one of the following:
 - i. State or tribal criminal history records, including fingerprint checks; or,
 - ii. Federal Bureau of Investigation criminal history records, including fingerprint checks.
- II. Partner will submit Program staff qualifications to WISD's Partner Manager at the beginning of the program year and if/when any new staff is hired or transferred into the identified classroom.
- III. Partner staff and volunteers shall have no contractual relationship with WISD, and Partner shall hold WISD harmless from all claims by such persons against WISD asserting that an employer/employee relationship exists by reason of this Agreement.
- IV. Head Start classrooms will be assigned one (1) Head Start qualified teacher who has a minimum of a bachelor's degree in early childhood education or a related field. Additionally, Partner shall ensure that each Head Start classroom is assigned one (1) Head Start qualified teaching assistant who has a minimum of a CDA credential, are enrolled in a program that will lead to

an associate or bachelor's degree or are enrolled in a CDA credential program to be completed within two years of the time of hire. Teacher and Assistant Teacher credentials must be submitted to the WISD for approval prior to applicant being hired. Partner Head Start staff are required to attend New Staff Orientation at the WISD

- V. Partner must ensure staffing is sufficient to meet the adult-child ratios, as specified in Section 14, and class size specifications as required by the Program Regulations and set forth herein. Volunteers cannot be used as substitutes for qualified staff.
- VI. WISD Family Support Specialists shall perform the following functions, with the support of Partner through collaboration and sharing of information:
 - 1. Determine child health status and assist families in accessing a source of health care within ninety (90) days of enrollment.
 - 2. Establish procedures to track the provision of health care services.
 - 3. Establish a system of ongoing communication with the parents of children with identified health needs to facilitate the implementation of a follow-up plan.
 - 4. Assist families to ensure children are up to date on age-appropriate preventative primary health care, which includes medical, dental, and mental health services.
 - 5. Engage in a process of collaborative partnership building with parents to identify family goals, strengths, necessary services, and other supportive resources and to develop environments that promote and support father engagement. The process includes the development and implementation of an individualized family partnership agreement to describe family goals, responsibilities, timetables, and strategies for achievement, as well as the inclusion of a tracking process.
 - 6. Work collaboratively with parents to identify and continually access, either directly or through referrals, services/resources that are responsive to families' needs, goals, and interests to include emergency or crisis assistance, education, or appropriate interventions, as well as opportunities for continuing education.
 - 7. Work with Partner to ensure program is open to parents during program hours and parents are encouraged to observe children as often as possible, as well as participate with children in group activities.
 - 8. Work with Partner to provide a variety of targeted developmentally appropriate learning tools for parents and caregivers designed to enhance and support child development.
 - 9. Collaborate with teaching staff in conducting two 60-minute home visits and two parent- teacher conferences for every enrolled family during the program year as appropriate.

29. **Locations and Licensing of Program Facilities.** All Program locations, classrooms and facilities shall be approved by WISD in writing prior to serving any Program participants. Partner shall ensure that Program locations and facilities meet the requirements of 45 CFR § 1303 Subpart E.

- I. The name and location of each of the Program facilities that will service Program participants pursuant to this Agreement is/are as follows:
 1. Whitmore Lake Public Schools, 8845 Main St., Whitmore Lake, MI 48189.
- II. All Program facilities shall provide a drug and smoke-free environment.
- III. No Program location shall be opened, and no Head Start and/or Early Head Start funds shall be allocated or paid to any Partner that operates a Program location, which does not have an appropriate Child Care License, in good standing, prior to providing services pursuant to this Agreement and throughout the term of this Agreement. Partner shall also secure and maintain copies of current health inspection reports for each Program facility, as applicable. Partner shall provide WISD with a copy of all relevant licenses and health inspection reports for each Program location operated by Partner.
- IV. If, at any time during the term of this Agreement, Partner has any health clearance violations, license revocation, suspension (probationary status), or modification, has been issued or received an order to comply, or if Partner in any other manner loses the clearance or license, Partner shall give written notice to WISD within one (1) business day of any such event.
- V. Partner shall promptly notify WISD of all actions taken by licensing authorities and county, city, fire, or health officials concerning any locations or facilities relating to this Agreement.
- VI. WISD reserves the right to reallocate slots/funding when a childcare license is not in good standing.

HUMAN RESOURCES AND CONDUCT

30. **Human Resources Management.** Partner shall establish and maintain a system for the management of Program personnel, which shall include a continuous system of employees and evaluation that rates employees within established performance expectations. All wages paid by Partner shall be in accordance with applicable Federal and State laws and regulations.

- I. If HHS, ACF, LARA or WISD, in their sole discretion, either singularly or jointly, at any time during the term of this Agreement, raise a concern regarding any Program personnel, Partner shall promptly and in good faith seek to resolve the matter consistent with legally sound employment practices and shall notify the concerned agency of Partner's actions to resolve the matter and their outcome.
- II. Partner shall maintain all required records, which include all official documents related to the employment of each Program employee. Employee records shall be maintained in an orderly and accessible file system that is kept current. All such records shall be available

to supervisors, accountants, auditors, and WISD. Credentials, background checks, the Code of Conduct and, if applicable, Compliance Plan, must be uploaded into each staff member's personnel tab in the ChildPlus database.

III. Partner shall provide proof of Criminal Record Clearance prior to hire date in the program.

31. **Code of Conduct.** Partner shall comply with the standards of conduct set forth in Exhibit G and as set forth below. All Partner staff supporting Program activities shall be provided with a copy of the code of conduct to sign and acknowledgement of the same.

- I. Partner must ensure that all employees engaged in the award and administration of contracts or other financial awards sign statements that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.
- II. Partner must ensure protection of personal rights of children, which includes prohibiting the use of corporal punishment, withholding food, etc.
- III. Partner's employees and personnel shall not plan, initiate, participate in, or otherwise aid or assist in the conduct of any unlawful demonstration, rioting or civil disturbance and, if they do, their employment shall be subject to immediate termination.
- IV. Partner shall abide by all applicable federal and Michigan laws and regulations regarding conflicts of interest, which require that no employee, officer, or agent of Partner shall participate in the selection, award, or administration of a contract if any of the following has a material financial interest in the contract:
 - a. The employee or a member of their immediate family;
 - b. An organization in which any of the above is an officer, agent, or employee;
or
 - c. A person or organization with which any of the above individuals has any arrangement concerning prospective employment or compensation.

32. **Confidentiality.** Partner, its agents and employees, shall comply with WISD's policy on confidentiality, attached as Exhibit F.

33. **Nondiscrimination.** No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity based on, race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected characteristic be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with, the Program. No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity may discriminate against any individual because of a handicapping condition in violation of section 504 of the Rehabilitation Act of 1973. Partner must ensure nondiscrimination in operation of the Program in compliance with this section, 42 USC§ 9849 and governing HHS regulations, including 45 CFR Parts 80 and 84.

34. **Compliance with Laws.** In the performance of this Agreement, Partner will comply applicable laws, rules, and regulations, including those set forth in the Act and implementing regulations and

state, local and municipal regulations concerning, but not limited to, licensing, planning, zoning, health, and safety. Partner will provide documentation showing compliance within five (5) days in response to any request for the same by WISD.

ACCOUNTING AND FINANCIAL MANAGEMENT

35. **Agreement Limited to Head Start and Early Head Start Funds.** Approved invoices shall be paid only from Head Start/Early Head Start funds granted to WISD by ACF. Partner hereby waives any claim it may have against any non-Head Start funds of WISD.

36. **Invoices for Payment.** To receive the payment provided for by this Agreement, Partner shall submit to WISD complete and accurate invoices that specify the number of enrolled participants for the time-period of the invoice, subject to the requirements herein. Invoices shall be satisfactory to WISD in form and substance to qualify for payment.

- I. Invoices must include the following supporting documentation:
 - a. ChildPlus.Net enrollment report
 - b. Proof of non-Federal share (in-kind) contribution
 - c. Reimbursement is based on set cost per child applied over twelve billing cycles.
 - d. CACFP Meal Count report outlining children enrolled under this contract to verify participation in the CACFP program.
- II. Invoices must be submitted quarterly. Invoices must be submitted by the 15th day of the month following the month in which the services were performed, and the costs incurred. The quarterly dates are: 1st quarter: July-September; 2nd quarter October - December; 3rd quarter January-March and 4th quarter April – June. WISD shall make payment to Partner within thirty (30) business days of receipt of Partner's timely and accurate invoice. WISD shall have no obligation to pay Partner for any amounts contained on invoices received more than thirty (30) days following termination or expiration of the Agreement.

37. **Close-Out.** Partner agrees to cooperate fully with WISD to ensure that Partner's operation of the Program is closed-out within thirty (30) days of the expiration or termination of this Agreement. All materials and goods purchased with Head Start funds should be inventoried and submitted back to the WISD at the expiration and termination of this Agreement.

38. **Financial Management System.** Partner shall establish such fiscal controls and accounting procedures as required by ACF and WISD, by applicable laws and regulations, including 45 CFR Part 75 and 2 CFR Part 200, and in accordance with accepted accounting procedures.

39. **Other Income and Funding.** Program must obtain prior written approval from WISD to execute the following:

- I. Program income generated because of any service or activity.
- II. Any additional funding that materially affects the cost and/or quality of the Program.

- III. Any funds obtained from other agencies related to the Program and/or for which Head Start and/or Early Head Start funds are allocated, including, but not limited to, food reimbursement payments.
- IV. Partner shall follow the requirements of 45 CFR Part 75 regarding the use of Program income. Partner shall not expend Program income unless and until authorized, in writing, by WISD.
- V. WISD has sole discretion to determine how to apply budgeted Head Start and/or Early Head Start funds to supplement by additional Program funding or income.
- IV. Program must obtain prior written approval of disposition of supplies/equipment funded under this Agreement.

40. **Disallowed Costs.** Partner will be liable for and will reimburse WISD any amounts expended under this Agreement found not to be in accordance with HS and/or EHS or found not to be in accordance with the provisions of this Agreement. Disallowed Costs are defined by 2 CFR 200 of the Uniformed Guidance. HHS, ACF, OHS, and WISD can identify a disallowed /unallowable cost. When a cost is disallowed, it must be repaid using a non-federal source.

REPORTING, OVERSIGHT AND RECORDKEEPING

41. **Reporting Requirements.** Partner must submit to WISD the reports specified in Exhibit C in the frequency specified therein and, in a form, and substance acceptable to WISD. Upon notice to Partner, WISD may require Partner to submit other or additional reports or may change the frequency of reporting required by this Agreement. Failure to provide timely reports regarding potential or actual claims and incidents relating to the Program is a material breach of this Agreement and a threat to the health and safety of Program participants, and as such, may result in immediate termination of this Agreement.

42. **Audit and Monitoring.** Partner shall cooperate with any audits performed by or on behalf of WISD and which relate to the Program and /or this Agreement, including but not limited to audits performed pursuant to 2 CFR Part 200.

I. The Office of the Inspector General, the Comptroller General, the federal government, and WISD, or their individual designees, including but not limited to independent auditors, shall have the right to monitor and audit Partner and all subcontractors providing services under this Agreement through on-site inspections and audits and other lawful means. Such monitoring and audits shall be conducted at the discretion of anyone of the above-identified entities according to all applicable laws and regulations. Partner agrees to accept responsibility for receiving and/or complying with any audit findings and recommendations relating to Partner's performance under this Agreement.

II. Partner shall conduct audits relating to its solvency and/or its operation of the Program as required by best accounting and management practices, and by Federal and /or State laws and regulations. Upon WISD's request, Partner shall make any such audits promptly available to WISD.

III. Partner shall make the following documentation available to WISD upon request for review and monitoring: Payrolls, receipts, paid invoices, contracts, vouchers, cashed checks, applicable government licenses, and any other documentation related to the performance of this Agreement and its obligations hereunder, the Program, and any Services provided herein.

43. WISD Oversight and Audit of Programs.

- I. As specified in 45 CFR § 75.342, WISD shall monitor the performance of Program activities on an ongoing basis in accordance with the monitoring schedule prior to the start of the program year. WISD shall review each program, functions, and activity to assure that adequate progress is being made towards achieving the goals of the Program, including the goal of sound fiscal management, Partner shall cooperate in all ways to assist WISD in these monitoring activities.
- II. WISD shall conduct an annual Program assessment using the applicable ACF program or a self-assessment process. Partner must participate in WISD's self-assessment process by participating in training activities, completing assessment reports and preparing plans to correct non-compliances or deficiencies that are or may be identified through the assessment process. Partner further agrees to participate in the Federal On-Site Review process conducted of the WISD by the Department of Health and Human Services, Office of Head Start, as identified.
- III. The Partner must follow all Head Start and WISD Head Start approved policies and procedures. Failure to do so may lead to Partner having deficiencies recorded and action plans created and ultimately termination of this Agreement.

44. **Access to Records, Site and Personnel.** In accordance with the provisions of 45 CFR § 75.364, WISD, the HHS awarding agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, including independent and internal auditors, must have the right of access to any facilities, sites, documents, papers, digital records, or other records of Partner and any subcontractors that relate to this Agreement or any aspects of the Program, including Program finances, staffing, operations and management. The right to access herein includes the right to copies of any such records. The right to access also includes access to personnel of Partner and subcontractors to interview regarding the Program and Program documents.

- I. This right of access shall continue for as long as records are retained but, in no event, be less than the required retention period set forth herein, below.
- II. Such access must be granted by Partner, and any contractor employed by Partner, at any reasonable time or during normal business hours. In the event the records sought are maintained outside Washtenaw County, Partner shall, at its sole cost, make said records

available at WISD's principal place of business within ten (10) days after receipt of written notice from WISD.

45. **Public Access.** Partner shall provide reasonable public access to information and records pertaining to the Program. Partner shall not comply with any such request for access by the public until ten (10) days after providing WISD written notice of such request. Pursuant to 45 CFR § 75.364, Partner shall not impose any conditions which limit public access to records and information, except that Partner shall not release records or information which WISD has determined are confidential and are excepted from disclosure. This section does not require Partner to permit public access to Partner's non-Program records.

46. **Record Retention.** Partner shall retain all financial and programmatic records, supporting documents, statistical records and other records of contractors and subcontractors for a period of three (3) years from the starting dates as specified in 45CFR § 75.361 subject to the following qualifications:

1. If any claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
2. If records are transferred to WISD by Partner, upon the sole determination of WISD that the records will be continuously needed for the joint use of WISD and Partner, WISD shall assume the responsibility for retention of these records.
3. If this Agreement is terminated or if Partner is not refunded in subsequent years, the record retention requirement remains applicable. At WISD's sole option, some or all the records related to the performance of this Agreement may be ordered transferred to WISD. To the extent that such records are transferred to WISD, WISD shall assume the responsibility for retention of these records.
4. If prior to termination of the three (3) year period WISD has notified Partner of a longer period of retention required by applicable law or regulation, Partner shall comply with the longer period of retention as set forth in WISD's notice.

CORRECTIVE ACTION, REMEDIES AND NON-APPEAL

47. **Procedures for Corrective Action.** Prior to termination and in the event of a defect of deficiency in the operation of the Program by Partner, its agents, employees, or contractors, WISD, in its sole discretion, may provide Partner an opportunity to remedy the noncompliance and take corrective action according to the procedures set forth herein.

- I. WISD may give written notice to Partner which sets forth the nature of Partner's noncompliance and a procedure to cure the noncompliance and a deadline by which Partner must have completed corrective action and provided WISD evidence of compliance. WISD, in its sole discretion and based on the circumstances, will determine the appropriate corrective action and time for compliance.

- II. WISD may impose any conditions on Partner's performance that are required by HHS /OHS and attached to its Notice of Award if such conditions impact or are required of Partner to implement this Agreement. Conditions include but are not limited to the following:
- a. Any concern identified by WISD as potentially qualifying as being an area of noncompliance must be resolved within the time herein.
 - b. Any noncompliance identified by WISD must be resolved within thirty (30) days of the date that WISD has given Partner notice of the alleged noncompliance.
 - c. Any areas of noncompliance not corrected within thirty (30) days of the date that WISD has given Partner notice of the alleged noncompliance will be termed a deficiency by WISD. Deficiency is defined as: a threat to the health, safety, or civil rights of children or staff; a denial to parents of the exercise of their full roles and responsibilities related to program operations; a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management; the misuse of Head Start funds; loss of legal status or financial viability loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; failure to meet any other Federal or State requirement, including but not limited to LARA, that the agency has shown an unwillingness or inability to correct, after notice from the Secretary of HHS, within the period specified; systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or an unresolved area of noncompliance.
 - d. WISD shall give Partner written notice of any alleged deficiency and any deficiency that remains uncorrected after thirty (30) days from the date of this Notice of Deficiency may result in loss of funds.
- III. WISD may provide, or provide for, reasonable technical assistance to aid in correcting the noncompliance upon the request of Partner.

48. **De-obligation of Funds.** WISD may de-obligate or reduce the funds provided for by this Agreement as set forth herein.

1. Should Partner fail to achieve and maintain full enrollment by providing licensed facilities and adequate qualified staff in the Program or otherwise fail to meet its performance standards as identified in this Agreement or fail to properly or timely expend the funds allocated pursuant to this Agreement.
2. Should funding to WISD relating to the performance of this Agreement be reduced, WISD may de-obligate or reduce funds allocated to Partner in proportion to the amount reduced by the funding entity.
3. In the event of de-obligation or reduction of funds as set forth herein, WISD will provide Partner written notice of the action and may unilaterally amend this Agreement and supporting exhibits to reflect the de-obligation.

49. **Early Termination of Agreement.** The Parties may terminate this Agreement, in whole or in part, as set forth below. The right to terminate is not exclusive and is in addition to any other rights and remedies provided by law or this Agreement.

- I. Termination by WISD. WISD may terminate this Agreement without cause upon sixty (60) days' written notice, unless otherwise provided herein. This Agreement may be terminated by WISD immediately for cause, upon occurrence of any of the following conditions:
 - a. If Partner, or any of its subcontractors, causes a breach of any material term of this Agreement. A material breach shall include but is not limited to intentional misrepresentations of Program data or enrollment or making false certifications by this Agreement, fiscal mismanagement, and failure to comply with applicable laws, regulations, and performance standards in Program operations.
 - b. If Partner dissolves, defaults, becomes insolvent, has assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, has a receiver appointed for its property, or otherwise cannot pay its debts as they become due.
 - c. If sufficient funds are no longer available from the funding source(s).
 - d. Failure to provide timely and accurate reports regarding potential or actual claims and incidents relating to the Program.
 - e. If Partner is unable or unwilling to comply with any additional Program requirements as may be lawfully applied by HHS or WISD.
 - f. If there is a threat to the health or safety of Program staff and/or participants.
 - II. Termination by Partner. Partner may terminate this Agreement, with or without cause upon written notice to WISD. The effective date for a termination by Partner shall be agreed between the parties and must allow for the most efficient and effective transfer of services provided for by the Agreement, but in no event shall be less than sixty (60) days from the notice of termination.
 - III. Cooperation. In the event of a termination, Partner agrees to cooperate with WISD to close out Program operations or transition Program operations as applicable. Any property procured by Partner with Head Start funds and all Program documents, data, studies, and reports shall, at the option of WISD, become the property of WISD or be otherwise disposed of as directed by WISD.
 - IV. Costs after Termination. Partner shall not incur any debt or obligation relating to the Program after the effective date of such termination, unless expressly authorized in writing by WISD. WISD shall pay Partner for services provided through the date of termination, except that WISD may withhold payment to Partner to act as a set off until such time as the exact number of damages owed to WISD is determined, in the event damages are disputed.
50. **Liability; No Waiver.** WISD shall have no liability to Partner for any damages, including consequential damages, incurred because of a de-obligation of funds or for termination of this Agreement as provided for herein. Neither party shall be relieved of liability to the other party for any damages sustained by that other party by virtue of any breach of the Agreement by the first party or resulting from an improper termination of this Agreement by the first party. The remedies under this section do not constitute a release or waiver of liability by either Party unless provided in writing.

51. **No Right to Appeal.** Partner shall have no right to appeal the termination of this Agreement, or the de-obligation or suspension of funds provided for by this Agreement. Partner expressly waives any appeal rights set forth in 45 CFR § 1303 Subpart D.

52. **Property.**

- I. Notwithstanding any other provision of this Agreement, Partner shall not make any improvement to real property or equipment purchased with Head Start/Early Head Start funds obtained through this Agreement in the amount of \$5,000 or more without the advance written approval of WISD.
- II. Partner shall exercise due care in the use, maintenance, protection, and preservation of WISD- owned property, which shall include insurance coverage against loss or damage to such property, with funds provided under this Agreement.
- III. Partner shall keep an inventory of all property acquired with Program funds and submit to the WISD annually by May 30th. Partner shall deliver all such property to WISD upon termination of this Agreement. Partner must seek prior approval in writing from the WISD to dispose of, destroy, or improve supplies purchased with Head Start or Early Head Start funds.

53. **Insurance.** During the term of this Agreement, Partner shall maintain insurance coverages in conformance with the provisions of Exhibit E. The Partner must maintain and provide a copy of insurance to the WISD on an annual basis, by June 30 with submission of annual signed contract.

54. **Delegation/Subcontracting/Assignment.** Partner's obligations under this Agreement may not be transferred by subcontract, assignment, delegation, or notation without the prior express written consent of WISD. Any attempt by Partner to assign, delegate or subcontract any performance of its obligations hereunder without the written consent of WISD, may be deemed void within WISD's sole discretion. Any such subcontract, delegation, or assignment shall be subordinate to the terms of this agreement. Any subcontractor, delegate or assignee shall be subject to all applicable provisions of this Agreement, and all applicable Federal, State, and local laws and regulations.

55. **No Third-Party Obligations.** Partner may not enter into any written or oral contracts for the operation of any part of the Program without the prior written approval of WISD.

56. **Indemnification.** Except for the intentional or willful misconduct of WISD, Partner agrees to indemnify, defend, and hold harmless WISD and its officers, agents, employees, and volunteers, from and against any suits, actions, claims, causes of action, demands, judgments, liens, and losses (including attorney's fees and costs) whatsoever, arising out of or relating to, the acts, omissions, and obligations of Partner, its officers, agents, employees, contractors, and volunteers, under this Agreement.

- I. WISD may select defense counsel of its choosing for the purposes of its legal representation in defense of any action in which Partner is being required to defend WISD.
- II. This indemnification clause's provisions shall not be limited to or by insurance coverage availability.

- III. Partner further agrees to waive all rights of subrogation against WISD for any loss, cost or expense arising out of, or relating to, WISD's alleged failure to fulfil any obligations relating to this Agreement.
- IV. Partner's duty to defend and indemnify WISD survives the expiration and termination of this Agreement.

57. **Press Release and Communication.** Communication with the press, television, radio, or any other forms of media Partner shall make specific reference to WISD as the sponsoring agency, which is funded by the Administration for Children and Families, Department of Health and Human Services. All contacts with the media concerning the operation of the Program shall be reported immediately to WISD.

58. **Entire Agreement/Modifications.** This Agreement constitutes the entire agreement between the Parties. Except as otherwise provided in this Agreement, this Agreement may be modified, altered, or revised only on the written consent of both parties hereto. The parties acknowledge this Agreement is subject to any additional restrictions, limitation, policies, or conditions enacted, by the federal or state government, any applicable local government or any law or regulation enacted, by the federal or state government or any applicable local government which may affect the provisions, terms, or funding of this Agreement, and WISD may unilaterally amend this Agreement solely in this regard.

59. **Severability.** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

60. **Titles.** The titles to the paragraph of this Agreement and the Exhibits thereto are solely for the convenience of the parties and are not an aid in the interpretation of this Agreement.

61. **Waiver.** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Party against whom waiver is asserted.

62. **Attorney's Fees.** If a Party brings a legal action to interpret or enforce this Agreement, the prevailing Party shall recover, in addition to any other relief, reasonable attorney's fees and costs incurred in such action. If no monetary relief is granted, the prevailing Party shall be as determined by the Court.

63. **Michigan Law.** Except where controlled by federal statutes or administrative regulations, this Agreement shall be governed according to the laws of the State of Michigan.

64. **Venue.** Any legal action brought to interpret or enforce this Agreement shall be brought in the Circuit for the County of Washtenaw or other Michigan court of competent jurisdiction and proper venue.

65. **Notices.** Any notice required by this Agreement shall be deemed to have been sufficiently communicated when (1) personally delivered; or (2) on the second business day after mailing by overnight delivery, postage prepaid to the following: Whitmore Lake Public Schools, Attn: Sue Wanamaker, Director of Early Childhood, 8845 Main St., Whitmore Lake, MI 48189; and Washtenaw

Intermediate School District, Attn: Naomi Norman, Superintendent, 1819 S. Wagner Rd., Ann Arbor, MI 48103.

66. **Authority.** By signing below, the signatories represent they have the authority to execute this Agreement on behalf of the respective Parties.

67. **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

68. **Definitions.** All abbreviations and acronyms in this Agreement shall have the meaning defined by this Agreement, or where not defined herein, as defined by the Act and implementing regulations.

IN WITNESS WHEREOF. the parties hereto have caused this Agreement to be signed in their names and on their behalf by their duly authorized representatives effective as of the effective date first written above.

Whitmore Lake Public Schools

Washtenaw Intermediate School District

Name

Name

Title

Title

Date

Date

EXHIBIT A

REIMBURSEMENT REQUEST

Period of this Request:		Through :		Submission #:	
Description	APPROVED BUDGET	CUMULATIVE EXPENSES	PREVIOUSLY APPROVED	CURRENT EXPENSES	(OVER) / UNDER
Personnel					
Lead Teacher-salaries	\$ 377,446.00	\$ -	\$ -	\$ -	\$ 377,446.00
Associate Teacher-salaries	\$ 172,816.00	\$ -	\$ -	\$ -	\$ 172,816.00
Family Support Worker-salaries	\$ 48,512.00		\$ -	\$ -	\$ 48,512.00
Office Professional- salaries	\$ 8,496.00	\$ -	\$ -	\$ -	\$ 8,496.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Lead Teacher-benefits	\$ 301,731.00	\$ -	\$ -	\$ -	\$ 301,731.00
Associate Teacher-benefits	\$ 101,000.00	\$ -	\$ -	\$ -	\$ 101,000.00
Family Support Worker- benefits	\$ 32,000.00	\$ -	\$ -	\$ -	\$ 32,000.00
Office Professional- benefits	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00
		\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Child and Family service supplies	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreters	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ 1,050,751.00	\$ -	\$ -	\$ -	\$ 1,050,751.00
Signature of Sub-Recipient Business Office Official	Date Signed				

INFORMATION

1. Report Head Start expenditures on this form. Monies expended from local or other federal sources should be excluded.
2. Report only actual expenditures. Do not use estimates.
3. Report all expenditures on this report at the end of each period on a year-to-date basis.
4. At a minimum, this report is to be completed at the end of each calendar year quarter.
5. Attach records of line item expenditures with the quarterly report.
6. Attach Grant Funded Personnel Report.
7. Reports are to be received by the WISD within 15 days of the end of each quarter.
8. Send reports to LaDawn White, Preschool Grant Manager, Washtenaw Intermediate School District, 1819 S. Wagner Road, Ann Arbor, MI 48106
9. Questions concerning Head Start expenditures should be directed to LaDawn White whitel@washtenawisd.org

By signing the reimbursement request, I certify that this report was prepared by, or in cooperation with the business office. I further certify that the Agency records provide proper accountability for reported revenues and expenditures.

Staffing and Volunteers- Appropriately qualified, trained staff will be employed to provide services and ensure required child/staff ratios and volunteers will be fully utilized whenever possible. WISD may request Partner to employ additional staff to support the program and services when existing staffing structures are not sufficient.

EXHIBIT B

CONTACTS ROSTER

Title	Contact Person WISD 734-994-8100
Executive Director	Edward Manuszak x1275
Assistant Director	Alicia Kruk x1272
Preschool and Early Ed Coordinator	Kim Whiren x1322
Family Services Coordinator	Althea Wilson x3078
Grants Manager	LaDawn White x1384
Office Professional	Joe Allison x1832
Family Community Partner Specialist	Niema Lewis (nlewis@washtenawisd.org)
Family Support Specialist	TBD
ERSEA Specialist	Christine Messer x1565
Health Specialist	Diana McPeck x3092
Education Manager	Melissa Pinsky x3071
Quality Assurance Specialist	Teresa Harrington x3079
Data Intake Specialist	Julie Simpson x1551
Mental Health Specialist	Carly Ly x1834

EXHIBIT C **MONTHLY REPORT CHECKLIST**

Partner/Site: _____ Month/Year of: _____

In accordance with Part 1304.51(h)(1) of the Head Start Performance Standards, the following reports are due at the WISD Head Start Office by the 5th of each month, following the month being reported. To assist you in submitting a complete package of reports, use this checklist as you gather materials, checking each item as you include it in the packet, putting the forms in the order listed.

- ☐ Quarterly Reimbursement Sheet (July-September due October 15) (October-December due January 15) (January- March due April 15) (April-June due July 15)
- ☐ Directors Monthly Report- to be completed in Child Plus no later than the 5th of each month
- ☐ Health & Safety Checklist- prior to the first day with students
- ☐ Community Assessment (Due February 15)
- ☐ Quality Improvement Documentation
- ☐ Audit report (Due 180 days after the end of the Partner fiscal year)
- ☐ Inventory of all equipment (Due May 15, 2025)
- ☐ Budget and Narrative to be submitted into GABI February 15, 2025 (attach copy)
- ☐ Any changes in program (including names of new staff with credentials)
- ☐ Any changes in Parent Representatives to Policy Council
- ☐ Partner Recruitment Plan and Efforts (uploaded in ChildPlus: Monthly)
- ☐ Policy Committee Minutes including year to date budget report(uploaded in ChildPlus: Monthly)
- ☐ Other (please specify): _____

WITHIN 24 HOURS REPORTING REQUIREMENTS

Item	Instruction/Notes	
Licensing Visit Violation	Contract requirement	Email notification to Assistant Director report from Licensing on all visits within 24 hours
Child Suspension	HSPS 1302.17/ Contract requirement	Email notification to Assistant Director
Incident/Notification of Claims Reports	Contract requirement	See contract for specific information
Ouch/Accident Reports		All Ouch and/or Accident Reports must be made available for review within 24 hours of occurrence

FY24 Incident Reporting Form

How to Use This Resource

When health and safety incidents occur, Head Start recipients are required to report to the Office of Head Start (OHS) Regional Office immediately or as soon as practicable, and not later than seven calendar days following the incident. Head Start recipients should not wait for the completion of state or other investigations but should report immediately or as soon as practicable.

Recipients are responsible for reporting the following incidents, precipitated by staff, consultants, contractors, or volunteers, of:

- Potential child abuse, neglect, and inappropriate conduct by program staff, consultants, contractors or volunteers.
- Inadequate supervision.
- Unauthorized release.
- Child injuries resulting from intentional or unintentional acts (such as playground injuries) that require either hospitalization or emergency room medical treatment, such as a broken bone; a severe sprain; chipped or cracked teeth; head trauma; deep cuts; contusions or lacerations; or animal bites.

This sample form can be used or adapted to fulfill this requirement; however, it is not required. If the recipient has an incident form readily available containing the information requested on this form, then the recipient's existing form may be used.

Submit this form, or the recipient's incident form with similar information, via the Head Start Enterprise System (HSES) Correspondence tab, with attention to your assigned Program Specialist, and copy the Supervisory Program Specialist or Regional Program Manager. Please include all information or documentation pertinent to the incident being reported. Please do not include any personal identifiable information (PII) for children and adults involved in the incident.

If you have any questions or need assistance completing this form, please reach out to your assigned Program Specialist.

FY24 Incident Reporting Form

Sample Incident Reporting Form

Part 1: Program Information

Recipient Name: Washtenaw Intermediate School District

Grant(s) #: 05CH010612-06-00

Subrecipient/Partnership: _____

Incident Number	Date incident occurred	Date recipient became aware of incident	Date reported to state, local, or tribal entities	Date reported to OHS
Incident 1				
Incident 2				
Incident 3				

Part 2: Reporting

Has the recipient made reports to the following parties, as needed?

Additional Reporting	Notified? (Y/N/NA)	Date Notified	Additional Details (mode of notification, etc.)
Families of involved or potentially affected children (such as children in the same classroom, setting, etc.)			
Licensing agency or tribal agency			
Law enforcement			
Child Protective Services			
Governing body			
Policy Council			

If law enforcement was involved, please provide the details of their involvement:

If this was reported by a public media source, please provide the details of the news outlet (newspaper, stations, available video, including links to the sources):

FY24 Incident Reporting Form

Is video footage available for any of the reported incidents? Please provide a link to the video available.

Current Status of Incident Investigation

- ☐ Information Gathering (information still being gathered by recipient)
- ☐ Alleged, under investigation by state, local, or tribal entity
- ☐ Substantiated (details have been fully investigated and allegations are substantiated)

Additional details:

Part 3: Type of Incident

Select the type of incident:

☐ **Serious Child Injury**

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

☐ **Inadequate Supervision**

Incidents involving lack of supervision while in the care or under the supervision of program staff, consultants, contractors, or volunteers, which includes leaving a child alone anywhere on the grounds of a Head Start facility, as well as outside the facility in a parking lot, on a nearby street, or on a bus or another program-approved transportation or excursion.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

- o Number of minutes of Inadequate Supervision
- o Child left inside or outside

☐ **Unauthorized Release**

Incidents where a child is released from a Head Start facility, bus, or other program-approved transportation to a person who does not have the permission or authorization from the child's parent or legal guardian to receive the child, or to a location where no adult is present.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

FY24 Incident Reporting Form

Which of the following best describe the incident? Check all that apply.	
Child is released to an unauthorized adult who is <i>known</i> to the program and/or the child's parent or legal guardian, and...	
The parent or legal guardian has previously given verbal authorization to the program to release the child to this individual.	
The parent or legal guardian has NOT previously given verbal authorization to the program to release the child to this individual.	
The individual is under the age of 18, such as siblings or other relatives.	
The parent or legal guardian has previously informed the program NOT to release the child to this individual because the adult presents risk to the child.	
Child is released to an unauthorized adult who is <i>unknown</i> to the program and/or the child's parent or legal guardian (stranger).	
Child is released to the wrong location or to a location without any adult supervision.	

☐ **Potential Abuse, Neglect, or Inappropriate Conduct**

Incidents involving program staff, consultants, contractors, or volunteers that instill fear or humiliate a child, or incidents involving suspected or known physical, verbal/emotional, or sexual child abuse.

Which incident does this apply to? ☐ Incident 1 ☐ Incident 2 ☐ Incident 3

Review the definitions below and select the best description of the potential abuse, neglect, or inappropriate conduct reported:

☐ **Physical abuse** is the intentional act by a staff member, consultant, contractor, or volunteer to cause physical harm to a child's body. Physical abuse may result in bruises, lacerations, fractured bones, burns, internal injuries, or serious bodily harm. Select which of the following actions were reported:

- ☐ **Binding** (may also be reported as tying or taping)
- ☐ **Hitting** (may also be reported as smacking, swatting, tapping, slapping, spanking)
- ☐ **Kicking**
- ☐ **Pinching** (may also be reported as poking)
- ☐ **Pulling** (may also be reported as dragging, tugging, grabbing, yanking)
- ☐ **Punching** (may also be reported as popping or striking)
- ☐ **Pushing** (may also be reported as shoving)
- ☐ **Shaking**
- ☐ **Throwing** (may also be reported as tossing, launched, flung)
- ☐ **Corporal or Physical Punishment**
- ☐ **Other** _____

FY24 Incident Reporting Form

☐ **Verbal or emotional abuse** occurs when an adult's actions or inactions cause harm to a child's psychological or intellectual functioning. Select which of the following actions were reported:

- ☐ Using isolation to discipline a child
- ☐ Using toilet learning/training methods that punish, demean, or humiliate a child
- ☐ Use of public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child
- ☐ Use of profanity, sarcastic language, threats, or derogatory remarks about the child or child's family

☐ **Sexual abuse** is a term used to describe the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children.

☐ **Inappropriate Sexual Behavior:**

Any conduct that does not meet the definition of sexual abuse but is derogatory in nature, such as:

- ☐ Verbal comments, gestures, pictures shown, or other communication of a sexual nature to a child by a staff member, consultant, contractor or volunteer.
- ☐ Making comments that are demeaning, sexually suggestive, or derogatory about gender, body, or clothing.

☐ **Neglect:**

Child neglect is frequently defined as the failure of a staff member, consultant, contractor, or volunteer with responsibility for the child to provide needed food, clothing, shelter, and/or medical care to the degree that the child's health, safety, and well-being are threatened with harm.

☐ **Inappropriate Conduct:**

Inappropriate conduct is any behavior exhibited by a staff member, consultant, contractor, or volunteer and a child(ren) that is not best practice. The intent of the conduct may be to stop or prevent a child from engaging in an action or behavior, but it is *not* executed in a way that supports age-appropriate behavioral management techniques. Select which of the following actions were reported:

- ☐ Using or withholding food as a punishment or reward
- ☐ Using physical activity or outdoor time as a punishment or reward
- ☐ Use of blame or negative labeling of a child
- ☐ Restraining (does not cause bodily injury)
- ☐ Pulling (does not cause bodily injury)
- ☐ Pushing (does not cause bodily injury)

FY24 Incident Reporting Form

Part 4: Incident Details

Please fill in requested information in the table below.

	Incident 1	Incident 2	Incident 3
Center name(s)			
Location of incident (e.g., classroom, hallway, playground)			
Time of incident			
Number and ages of children involved			
Activity taking place at the time of the incident			
Classroom ratio at the time of the incident			

Child and Family Information

	Incident 1	Incident 2	Incident 3
Was a child injured as a result of the incident, and if so, what medical care was provided?			
What support has been provided to families of children involved? When was the support provided?			
Is the child still enrolled in the program?			

Adults Involved in the Incident (add details or additional lines as needed):

	Which incident(s) was this adult involved in?	Title and Type of Employment Indicate the title of the individual (do not include an individual's name) and the type of employment (permanent, temporary, substitute, volunteer, contractor)	Hire/Start Date of Individual	Current employment status (e.g., currently working, on leave, terminated)	Date of last criminal record check (CRC)
Adult 1					
Adult 2					
Adult 3					
Adult 4					

EXHIBIT D

DRUG-FREE WORKPLACE REQUIREMENTS RECIPIENTS OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the recipient is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by recipients that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for recipients other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the recipient does not identify the workplaces at the time of application, or upon award, if there is no application, the recipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the recipient's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the recipient shall inform the agency of the change(s), it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Recipients' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a recipient directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the

performance of work under the grant and who are on the recipient's payroll. This definition does not include workers not on the payroll of the recipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the recipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The recipient certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, employee assistance programs
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal program either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in medicare or medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor (for acquisitions) or applicant/recipient (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which subrecipients shall certify accordingly.

EXHIBIT E
INSURANCE REQUIREMENTS

Certificate of Insurance shall be provided to WISD.

Types of Insurance Partner: Minimums

General Liability	\$1,000,000 per occurrence/\$2,000,000 policy aggregate
Abuse/Molestation	\$500,000 per occurrence/\$1,000,000 policy aggregate
Professional Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Employment Practices Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Worker's Compensation	\$1,000,000 per occurrence

EXHIBIT F

CONFIDENTIALITY OF PARTICIPANT RECORDS

It is the responsibility of all WISD and Partner employees, contractors, and agents to safeguard sensitive and Confidential Information of their clients. Each supervisor /manager bears the responsibility for the orientation and training of his/her employees to ensure enforcement of the confidentiality policy.

Except as required by law, WISD and Partner employees, contractors or agents may not at any time disclose or use, either during current or subsequent employment, any Confidential Information or other sensitive information, knowledge, or data that is received or developed during employment with WISD or Partner.

The term "client" includes students and their parents or guardians.

Confidential information is included but is not limited to the name, address, phone numbers and emails of clients, services provided to clients, reason(s) for such services, client employment or financial history, and all student records (relating to academics, physical or mental health, disciplinary action or otherwise).

Confidentiality shall always be maintained except as disclosure of such information is authorized by the funding source contract provisions, pre-authorization from client, or as required by law or court order.

EXHIBIT G
STANDARDS OF CONDUCT

WISD abides by the Head Start Standards of Conduct as identified in Head Start Program Performance Standard 45 CFR 1302.90(c), requiring staff, Partners, consultants, and volunteers to abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive behavior strategies to support children's well-being and prevent and address challenging behavior.
2. Ensure staff consultants, contractors, and volunteers do no maltreat or endanger the health and safety of children, including, at a minimum, that staff must not: use corporal punishment; Use isolation to discipline a child; bind or tie a child to restrict movement or tape a child's mouth; use or withhold food as a punishment or reward; use toilet learning/training methods that punish, demean, or humiliate a child; use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child; physically abusing a child; use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or, use physical activity or outdoor time as a punishment or reward.
3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and,
5. Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

EXHIBIT H

HEALTH AND SAFETY PROTOCOLS

Partner is required to follow state licensing regarding violations and in addition to licensing, notification to WISD is also required. Licensing Type "A" or "B" violations in any classrooms or outdoors with Head Start/Early Head Start children must be reported to WISD within 24 hours. All other types of violations must be reported to WISD within 48 hours of incident. In addition, any relevant CCL communication received and provided to CCL must be reported to WISD, (i.e., CCL report received, Unusual Incident reports, corrective action plan created in response to violation).

A program must establish a system of health and safety practices that ensure children are always kept safe. Daily checks prior to children arriving, a safety inspection needs to take place for the interior and exterior of the facility, and a monthly inspection for safety. REFERENCE: Performance Standard 1302.47 Safety Practices. This system must be shared with WISD and allow WISD to view the monitoring in place, as well as visit and complete onsite monitoring using the tools created.

A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with Performance Standard 1302.102 that include policies and practices to ensure all facilities, equipment and material, background checks, safety training, safety and hygiene practices, and administrative safety procedures are adequate to ensure child safety. This will include a disaster preparedness plan for each location to include natural and manufactured disasters and emergencies. To ensure the safety of the staff and children, emergency drills (fire, earthquake, and intruder) are required to be conducted on a regular basis throughout the school year. Fire drills are conducted monthly, with the first one completed the same month as program year starts. Earthquake and intruder alert drills will be conducted twice a program year per location. REFERENCE: Performance Standard 1302.47, 1302.90; CA code of regulations, Title 19, CA fire code (403.5.1).

A center base program must have at least thirty-five square feet of usable indoor space per child available for the care and use of children, (exclusive of bathrooms, halls, kitchen, staff rooms, and storage spaces) and at least 75 square feet of usable outdoor play space per child. REFERENCE: Performance Standard 1302.21 (d).

Everyone is responsible for the supervision and well-being of all children in the classroom and outdoor playgrounds. It is the expectation that staff are aware at all times of the children in their care, how many children, and where they are while in their care. The set up in the classroom or the family childcare home must be designed in a way to prevent children from getting into any unsupervised areas inside or outside on the playground. Head counts are important and required to maintain safety, ratios, and accountability of children and staff. A program must maintain health and safety records for monitoring and audit purposes to ensure compliance.

HEALTH SCREENING REQUIREMENTS

All health screenings must be completed every school year for each child and within the required time frames listed in the chart below. This includes collecting a physical exam and dental exam every year.

IMMUNIZATIONS: At the time of a child's initial attendance, a center shall obtain a certificate of immunization showing a minimum of 1 dose of each immunizing agent (DTaP, Pneumococcal Conjugate, Hib, Polio, MMR, Hepatitis B and Varicella). Immunization status must be entered and the immunization record must be attached under the Immunizations Tab in ChildPlus before the child starts school.

When a child whose immunizations were not up-to-date at the time of enrollment has been in attendance for **4 months**, an updated certificate showing completion of all additional immunization requirements must be kept on file, unless there is a signed statement by a licensed health care provider stating immunizations are in progress. A current, certified State of Michigan Nonmedical Immunization Waiver Form will be accepted if a parent or legal guardian holds a religious or other objection that prevents a child from receiving vaccines. Waivers must be uploaded into ChildPlus.

Any child who fails to submit the required immunization information shall not be admitted into the program. A child can be enrolled once the immunization requirement is met.

HEALTH SCREENING	HOW OFTEN?	WHEN DUE AFTER STARTING SCHOOL
Immunizations	before enrollment & ongoing if immunizations are missing	before enrollment
Health History	once & review annually	30 days
Nutrition Assessment	once & review annually	30 days
Physical Exam	annually	30 days
Developmental & Behavioral Screenings	annually	45 days
Vision & Hearing Screenings	annually	45 days
Dental Exam	annually	90 days
Growth Assessment	annually	90 days
Hemoglobin/Hematocrit	annually	90 days
Blood Pressure	annually	90 days
Lead Questionnaire	annually	90 days
Tuberculosis Questionnaire	annually	90 days

EXHIBIT I

TRANSPORTATION SERVICES

If a program does not provide transportation services, either for all or a portion of the children, it must provide reasonable assistance, such as information about public transit availability, to the families of such children to arrange transportation to and from its activities and provide information about these transportation options in recruitment announcements. REFERENCE: Performance Standard 1303.7O(b)

If the program is providing transportation services, the goal of the Transportation Department is to provide safe, effective, and efficient transportation for all children in the program. The Transportation Department is an integral part of the educational system, contributing significantly to the learning process by providing pedestrian safety training and safe, dependable transportation. All accidents involving vehicles that transport children are reported in accordance with applicable state requirements.

If the program provides fieldtrip services, the program must not charge eligible families a fee to participate in Early Head Start/Head Start and cannot in any way condition an eligible child's enrollment or participation in the program upon the payment of a fee. REFERENCE: Performance Standard 1302.1 S(a)

Vehicles used to transport children must be equipped with age, height and weight appropriate child safety restraint systems as defined in part 1305.2. (Child restraint system means any device designed to restrain, seat, or position children that meets the current requirements of Federal Motor Vehicle Safety Standard No. 213. REFERENCE: 49 CFR 571.213

Transportation / Pedestrian safety packet will be provided to each family at the orientation process. The parents will review the packet with staff and sign the cover page. The cover page will go into the child's file and the packet will go with parent for future use.

For the safety of the children, each driver must have up to date rosters and lists of the adults each child is authorized to be released to, including alternates in case of an emergency; and ensure no child is left behind, either at the classroom or on the vehicle at the end of the route. A bus monitor is required when transporting children to and from school. If a school is providing transportation services, it is required to teach safe riding practices, safety procedures for boarding and exiting the bus, crossing the street at stops, danger zones emergency evacuations, and participate in three (3) emergency evacuation drills on the vehicle, each program year.

A program must ensure any person employed as a driver receives training prior to transporting any enrolled child and receives refresher training each year. Training must include classroom and behind the wheel instruction sufficient to enable the driver to operate the vehicle in a safe and efficient manner, safely run a fixed route, administer basic first aid in case of injury, handle emergencies, vehicle evacuations, special equipment, routine maintenance, and safety checks of the vehicle, and maintain accurate records as necessary. This includes topics related to children with disabilities. We must follow LARA and state of Michigan transportation guidelines and in accordance with the WISD Transportation Policy.

EXHIBIT J

INVENTORY

It is the responsibility of the Partner to maintain the inventory of materials including technology, provide technical support to the teaching staff, and repair or replace any that are damaged. Upon termination of contract, all WISD issued technology will be returned to WISD.

Partner will have a written technology policy that governs the use and protection of technology, and includes the following information: employees should have no expectation of privacy of anything created, stored, reviewed, accessed, or deleted from the technology; to only access files or programs for which they have been given authorization; disciplinary actions for unauthorized review of files, dissemination of passwords, damage to systems, and improper use of information.

EXHIBIT K
PUBLIC COMPLAINTS AND GRIEVANCES

Partner agrees to notify WISD's Partner Manager in writing, by the end of the next attendance day of receiving a formal parent complaint. This procedure will be written in the Partner's Parent Complaint Policy. Failure to notify WISD staff regarding a formal parent complaint may result in termination of this Agreement. Partner shall outline parent complaint procedures in their Parent Handbook or similar document that shall be provided to all parents at finalization.

EXHIBIT L
PROGRAM CALENDAR

Washtenaw Intermediate School District Head Start Program Calendar – Whitmore Lake
Public Schools

Date	Event
July 1 – August 16	Recruitment and enrollment
August 19 – August 21 st	Program level Professional Development and Classroom Preparation
August 22 nd – August 23 rd	WISD Early Childhood Conference
August 26 th – August 30 th	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 nd	No School – Staff Holiday
September 4 th	Class Start
November ?	Conferences
November 27 th – November 29 th	No classes – Holiday Break
December 23 rd – January 3 rd	No classes – Holiday Break
January 20 th	No classes – Holiday
February 17 th	No classes - Holiday
March ?	Home Visits
March 24 th – March 28 th	No classes – Spring Break
May ?	Conferences
June 6 th	Last Day of Class

Children attend Monday through Thursday. Staff report Friday to complete child assessments, teaching team planning, professional development and for Home Visits and Conferences. There will be Friday's added for any classroom time that needs to be made up for building closures.

Total contact time for children in the program – 1022 hours per year, 4 days per week, 141 days per year, 7.25 hours per day. The Head Start center-based program will begin on Sept. 4.

EXHIBIT M
WISD SELECTION CRITERIA

New Universal Selection Criteria 2025 – 2026

Income	Points	Definition
Foster	200	Includes Kinship – Relatives that are licensed foster parents
Homeless	300	EPHY Liaison Approved “Child must meet criteria for McKinney-Vento Act and paperwork must be submitted.” A-3. What criteria may an LEA consider when determining if a child or youth lives in “substandard housing”? The inclusion of substandard housing in the definition of homeless children and youths has caused some confusion because standards for adequate housing may vary by locality. In determining whether a child or youth is living in “substandard housing,” an LEA may consider whether the setting in which the family, child, or youth is living lacks one of the fundamental utilities such as water, electricity, or heat; is infested with vermin or mold; lacks a basic functional part such as a working kitchen or a working toilet; or may present unreasonable dangers to adults, children, or persons with disabilities. Each city, county, or State may have its own housing codes that further define the kind of housing that may be deemed substandard.
Public Assistance	100	Includes Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), and Supplemental Nutrition Assistance Program (SNAP)* *The Office of Head Start expended its interpretation of public assistance to include SNAP (Supplemental Nutrition Assistance Program). Public Assistance language guidance was updated to include SNAP.
0 -100%	80	Income between 0 – 100%
101% - 250%	20	Income between 101 – 250%
251% and Above	0	Income 251% and above

Age – Based on Class Age of December 1st	Points
18-24	30
25-30	20
31-36	5
37-48	40
49-59	20

Educational Risk Factors	Points	Definition
IEP with Inclusive Preschool/Michigan Mandatory Special Education (MMSE) IFSP	60	A child who has an active inclusive IEP IEP child transitioning from ECSE
Current IFSP (Part C)/IEP	45	A child who has an active IFSP/IEP Documented disability and receiving services through Early on
Documented Development Concerns (child)	15	Documented developmental concerns by a professional. <ul style="list-style-type: none"> Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

		Noted from a professional but not receiving any services. Referral needed
Parent Concern	5	Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

Previously Enrolled	Points	Definition
Early Head Start/Head Start	5	A child who has been a participant (received services) in Early Head Start/Head Start but is no longer due to a break in service. This also includes children who had received services in another county/state.
Early On	7	A child who has been a participant (received services) in Early On but is no longer due to a break in service. This also includes children who had received services in another county/state.

*Grey indicates a drop-down box. This section was updated.

Additional Risk Factors	Points	Definition
<ul style="list-style-type: none"> Applicant Experienced Physical, Sexual, and Verbal Abuse. Applicant Experienced Physical and/or Emotional Neglect The applicant witnessed abuse of the family or household. 	30	<p>Physical abuse is deliberately aggressive or violent behavior by one person toward another that results in bodily injury. (American Psychological Association)</p> <p>Sexual abuse is unwanted sexual activity, with perpetrators using force, making threats, or taking advantage of victims not able to give consent. (American Psychological Association)</p> <p>Verbal abuse is extremely critical, threatening, or insulting words delivered in oral or written form and intended to demean, belittle, or frighten the recipient. (American Psychological Association)</p> <p>Child neglect is the denial of attention, care, or affection considered essentially for the normal development of a child's physical, emotional, and intellectual qualities, usually due to indifference from, disregard by, or impairment in the child's caregivers. (American Psychological Association)</p> <p>Domestic Violence is a pattern of behaviors used by one partner to maintain power and control over another partner in an intimate relationship. (National Domestic Violence Hotline)</p>

Caregiver has History of Domestic Violence/Abuse	20	Combo of domestic violence Applicant would get one or the other
History of substance abuse of Parent/Caregiver	20	Substance abuse is a pattern of compulsive substance use marked by recurrent significant social, occupational, legal, or interpersonal adverse consequences, such as repeated absences from work or school, arrests, and marital difficulties. (American Psychological Association)
Documented Chronic Physical/Mental Illness and/or Exposure to toxic substances for child, parent and/ or siblings.	15	<p>Documented chronic physical/mental illness by a medical professional.</p> <ul style="list-style-type: none"> Chronic physical illness is defined as an enduring health problem that will not go away – for example diabetes, asthma, arthritis, or cancer. Chronic physical illness can be managed, but they cannot be cured. Severe allergies- for example a food allergy. With documentation from Medical Professional. <p>Mental illness are health conditions involving change in emotion, thinking or behavior (or a combination of these). Examples are depression, anxiety, obsessive compulsive disorder, post-traumatic stress disorder, etc.).</p> <p>Exposure to toxic substances known to cause learning or developmental delays. Documentation:</p> <ul style="list-style-type: none"> Medical or hospital records Parent report Social services referral <p>Including but not limited to.</p> <p>Examples of substances include lead, mercury, water pollution, etc.</p> <p>Prenatal or postnatal toxic exposure including Fetal Alcohol Syndrome, children born addicted, or environmentally induced respiratory problems.</p>
Death in Immediate Family	20	A death in the household/immediate family member. This includes any family member that has close ties and is actively involved. This includes deaths due to COVID.
Guardian is not Parent (non-foster)	10	The Guardian of child is not the biological parent and is not in foster care

Parental separation/ Extended absence	Drop down:	At any point of a child's life
Drop box: divorce deportation incarceration military service	10	
Exposure to violence in applicants living environment and/or exposed to traumatic event.	10	<p>Exposure to violence or traumatic events can harm a child's emotional, psychological, and even physical development.</p> <p>Including but not limited to:</p> <ul style="list-style-type: none"> • Neighborhood shootings • Neighbors fighting • Witnessing death • Family disturbance such as fights.
Refugee Humanitarian Parolee/ Immigrant fleeing violence	10 points	<p>Family or child:</p> <ul style="list-style-type: none"> • Within 12 months
Documented Severe or Challenging Behavior	10	<p>Child has been expelled from preschool or childcare center. Child's behavior has prevented participation in another group setting or mental health professional has referred.</p> <p>Documentation:</p> <ul style="list-style-type: none"> • Exclusion from other preschool/childcare programs • Social services or medical referrals • Parent interview questions/report • Legal report or restraining order • Staff documentation on home visits or other contacts <p>Definition per the Great Start Readiness Program eligibility factors</p>
Behavior Concerns (Child)	5	<p>Behavioral concerns by an educational or medical professional.</p> <ul style="list-style-type: none"> • Behavioral concerns include behaviors that would potentially limit the educational experience of the child without behavioral intervention. <p>Noted from a professional but not receiving any services. Referral or doctor note needed. Or Parent Concern</p>

Family Primary Language is not English	5 points	English is not spoken in the child's home; English is not the child's first language. Documentation: • Parent or advocate report Definition per the Great Start Readiness Program eligibility factors
Single Parent	10	An individual bringing up a child without the other parent living in the home.
Parent and/or siblings Chronic physical/mental illness/diagnosed disability.	5	Includes parent(s) with a learning disability.
Unstable Housing	5	Is in home foreclosure or has frequent changes of residence – 3 times (multiple move) within 12 months – referenced health.people.gov
Parent Lacks High School Diploma/GED/has noticeable literacy issue	10	Current caregiver has not graduated from high school/GED or is illiterate
Parent was a Teenager	10	Teen parent (not age 20 when first child born) If child is a much later birth, rather than the first child of a teenager or one of several in proximity, the factor may or may not cause risk and should be examined carefully. Documentation: • Birth certificate • Ages of siblings Definition per the Great Start Readiness Program eligibility factors
4 or more children in the immediate family	3	A family that has 4 or more children living in the home
Child has no Health insurance at time of Enrollment.	5	At the time of application. The family has no active health insurance
Child does not have an established medical home or an Established Dental Home (for children 1 year or older) at the time of enrollment.	3	Family cannot provide name or information about a medical home and dental home during enrollment.

Early Head Start Only	Points	Definition
Birth weight <5.8 lbs. (under 24 months)	10	Parent/Guardian report

Color Key Codes

Required Factor

ACEs (Adverse Childhood Experiences)

GSRP (Great Start Readiness Program)

EXHIBIT N
**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED
CERTIFICATIONS AND ASSURANCES**

SF 424B

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended,

relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complies, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection

of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress,

an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Date

Title

Applicant Organization

EXHIBIT O
WASHTENAW INTERMEDIATE SCHOOL DISTRICT HEAD START/EARLY HEAD START
BY-LAWS

BY – LAWS

ARTICLE I - NAME

The name of this organization shall be Washtenaw Intermediate School District Head Start/Early Head Start Policy Council, hereafter known as WISDHSPC.

ARTICLE II - PURPOSE

Section 1. Provide in-put to the Washtenaw County Intermediate School District Head Start/Early Head Start Board of Education concerning the local Head Start/Early Head Start Programs.

Section 2. Assist in the planning and development of Washtenaw County Intermediate School District Head Start/Early Head Start in an effort to create better program operation and communication between staff and parents.

Section 3. To bring Head Start/Early Head Start, the community at large, and the general public in closer communication.

Section 4. To provide in-put to the Administration of Children, Youth, and Families, (ACYF) and to serve as a link between local programs and the Michigan Head Start/Early Head Start Association.

ARTICLE III - MEMBERSHIP

Section 1. Control: The business and affairs of WISDHSPC shall be managed and controlled by its members.

Section 2. Selection of Members:

A. There shall be one (1) parent member per every 50 enrolled Head Start students and one (1) alternate elected from each site, and Early Head Start. All program options must be proportionately represented. Each member shall have voting privileges. Alternates may only have voting privileges in the absence of other voting members.

B. Community Representatives - There shall be three (3) Community Representatives elected by the parent members of WISDHSPC. Community representatives shall have voting privileges and may be parents of past enrolled children.

C. Washtenaw Intermediate School District Board of Education- There shall be one (1) WISD Board of Education member to serve as a liaison between Policy Council and the WISD Board of Education. The liaison shall have voting privileges.

Section 3. Membership Term: The members of WISDHSPC shall serve for a period of one (1) year.

- If the member intends to serve for another year she/he must stand for re-election.
- A policy council member, and policy committee member at the delegate level, may serve no more than (5) five terms.

Section 4. Resignations: Any member of WISDHSPC may resign in writing to their local center Chairperson. The chairperson will then report it to the Policy Council.

Section 5. Vacancy: Any vacancy occurring in this organization shall be filled according to Article III, Section 2.

Section 6. Removal of a Policy Council Member: Any member of WISDHSPC may be removed from the Policy Council membership by 2/3 majority of the quorum by secret ballot vote if the procedures below have been followed:

A. When a Policy Council member is deemed by the Appeal Committee not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson in writing of his/her performance deficiencies and shall be given not less than (30) days to make the necessary improvements. If the member does not make necessary improvements within the period to justify retention, s/he may be removed following secret ballot vote by the Council's quorum. All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC member, who claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The member will submit within (10) business days following the written reprimand a letter of explanation of the Chairperson of the Appeal Committee with a copy to the WISDHSPC Chairperson. The Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the committee. The WISDHSPC Chairperson may attend all proceedings of the Appeal Committee, but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal/state performance standards covering program governance.

ARTICLE IV – OFFICERS

Section 1. Officers: The officers of WISDHSPC shall consist of the Chairperson, Vice chairperson, and Secretary-Treasurer. Other officers may be elected as are deemed necessary. Community representatives may hold any of the elected offices. Alternates may hold any office.

Section 2. Elections: Officers shall be nominated and elected from the voting members of WISDHSPC. Alternates may be nominated and elected but may not vote in the election, unless they are taking the place of a regular voting member. They shall hold office from the day of their election until the next annual meeting, or until the successor to that office has been elected and qualified. The elections shall be held by secret ballot and counted in the room of the meeting.

Section 3. Removal of Officers: Any officer of WISDHSPC may be removed from the position s/he holds by a 2/3 majority of the quorum by secret ballot vote if the procedures have been followed:

A. When a Policy Council officer is deemed by the membership not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson (or Vice Chairperson) in writing of his/her performance deficiencies and shall be given not less than thirty (30) days to make the necessary improvements within that period to justify retention, s/he may be removed from office final secret ballot vote by the Council quorum All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC officer, claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The officer will submit within ten (10)business days following the written reprimand a letter of explanation to the Chairperson of the Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the Committee. The WISDHSPC Chairperson may attend all proceedings but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal performance standards.

Section 4. Vacancy: Any vacancy of an office shall be filled by the voting membership for the remaining term according to Article IV, Section 2.

Section 5. Chair Duties: The duties of the Chairperson are to preside over all meetings of the organization. The Chairperson shall perform other duties as prescribed by the membership. The chairperson will insure all responsibility of the Policy Council as stated in federal performance standards. Policy Council Chairperson will be the official representative of the Policy Council to the WISDHS Board of Directors. The chairperson may vote to make or break a tie. The Chairperson will attend all Budget meetings.

Section 6. Vice-Chairperson Duties: The duties of the Vice-Chairperson are: to preside in the absence of the Chairperson; perform other duties of the chair in the absence of the Chairperson. This person shall be

subject to all restrictions of the chair. The Vice-Chairperson shall perform other duties as prescribed by the membership. In the absence of the chair, will attend the Board Meeting.

Section 7. Secretary Duties: The duties of the Secretary are: to conduct a roll call before each meeting; to insure that notices are given in accordance with the provisions of these By-Laws; to keep accurate minutes of all meetings of WISDHSPC; to recite the minutes of the previous meeting to the members present at each meeting; and to have the responsibility for having the minutes submitted to the Director at least ten (10) days prior to the coming meeting. The Secretary shall perform other duties as prescribed by the membership.

ARTICLE VI - MEETINGS

Section 1. Annual Meetings: The annual meeting of WISDHSPC shall be held during the month of October of each year for the purpose of electing officers and for the transaction of any business authorized or required by WISDHSPC.

Section 2. Regular Meeting and Notice: The regular meetings of WISDHSPC shall be held monthly at such time and place as may be designated by the organization. Written notice for a monthly meeting must be given not less than five (5) days prior to the regular meeting.

Section 3. Quorum: A quorum shall consist of any four (4) representatives of the voting membership; representing at least three (3) of the Head Start/Early Head Start sites. For emergency purposes only if there are not enough voting members to make a quorum: If there is at least one voting member from each target area, a vote can take place to temporarily approve of actions until final approval at the next meeting. If the Chairperson is one of those voting members he/she can vote.

Section 4. Per-Diem: Voting members of WISDHSPC may submit a request for the Head Start/Early Head Start Policy Council Per-Diem in writing at each meeting. A W-9 must be completed each school year to be eligible for the per-diem.

Any action that could be taken by the Policy Council at a meeting may be taken by informal polling of a majority of the members (i.e. telephone or other).

ARTICLE VII – COMMITTEES

Section 1. Special Committees: The Chairperson shall establish such committees as the membership may deem appropriate. Each committee is empowered to perform such duties as shall be prescribed and authorized by the membership. Any WISDHSPC may serve as a committee member.

ARTICLE X - AMENDMENTS

Section 1. The By-Laws may be amended as recommended by WISDHSPC by a 2/3 majority of the voting members present at any regular meeting. Notice of the nature of the changes in By-Laws to be proposed at such meetings shall have been given in writing to WISDHSPC members at least fifteen (15) days prior to such meeting.

Sub-Recipient Agreement

Washtenaw Intermediate School District

Ypsilanti Community Schools

Head Start/Early Head Start

Program Year 2025 - 2026

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OHS NOA #05H012694-01-00 PY 25-26

This Sub-Recipient Agreement ("Agreement") is made and entered into effective **July 1, 2025**, by and between **Washtenaw Intermediate School District**, a Michigan education administrative agency located at 1819 S Wagner Rd, Ann Arbor, MI 48103, ("WISD" or "Recipient") and **Ypsilanti Community Schools** ("YCS" or "Sub-Recipient"), a Michigan public school Sub-Recipient organization located at 1885 Packard St., Ypsilanti, MI 48197.

GENERAL PROVISIONS

1. **Authority for Agreement.** Authorization for the Head Start program and Early Head Start program (EHS) is contained in the Head Start Act, Public Law 110-134 and 42 USC § 9801, et seq., (the "Act" or "Head Start") and implementing regulations, including 45 CFR Parts 1301-1305 and 2 CFR Part200.
2. **Payments & Invoices:** The total funds being allocated to SUB-RECIPIENT for full and satisfactory performance of this Agreement shall not exceed the following:

Funding Allocation:

Funding Slots	Head Start Federal Share					Total Federal Award	Non-Federal Share Requirement
	Basic	T&TA	COLA		QI		
229	Full Day Duration	\$6,700	TBD	TBD	TBD	\$2,176,178	\$540,045

3. **Status of Parties.**
 - a. WISD is a recipient of the Office of Head Start ("OHS"), Administration for Children and Families ("ACF"), US Department of Health and Human Services ("HHS"), Award Number 05CH012694-01-00 Catalog of Federal Domestic Assistance ("CFDA") number 93.600, to fund WISD's Head Start/Early Head Start Program to provide ongoing comprehensive child development services to benefit eligible children and their families ("Program") and which is the primary subject of this Agreement. Pursuant to this Agreement, WISD shall determine Program eligibility, maintain ultimate authority for all decision-making related to the Program, conduct oversight of Program operations, adhere to applicable Federal requirements, and use Federal funds to carry out the Program.
 - b. Sub-Recipient certifies that it has the requisite skills and expertise necessary to carry out its obligations as set forth in this Agreement under the terms and conditions set forth herein. The Recipient will be working closely with the Sub-Recipient to ensure that the specialist positions for whom the Sub-Recipient will be responsible will be supported by the Recipient in this 2025-2026 school year to aide in the transition.
 - c. It is expressly understood between the Parties that Sub-Recipient is an independent contractor and separate business entity from WISD, and neither Sub-Recipient nor its officers, employees, or agents are employees or co-employees of WISD. Nothing in this Agreement shall be construed as a joint venture, Sub-Recipientship, or other similar arrangement. WISD shall have no liability as an employer arising from or

relating to Sub-Recipient's performance of this Agreement and does not assume any debt, obligation, or contracts or Sub-Recipient.

4. Purpose of Agreement

The provisions of 45 CFR Part 1303.31(b) require that delegation of program operations under a Head Start grant be formalized by written agreement between the Recipient and Sub-Recipient and that such delegation be approved by the responsible HHS official. Consistent with the Head Start Act of 2007, Section 637(3); 45 CFR Parts 75.210 and 75.333 and Appendix II thereto, this written agreement shall contain specific information and requirements for the Sub-Recipient program's operation to ensure comprehensive services are provided to all families in the program. This AGREEMENT also contains specific terms and conditions which are required in the Head Start Performance Standards, 45 CFR Part 1301 through 1305, as well as 45 CFR Part 75.352.

5. Term

The term of this Agreement shall be from **7/01/25-6/30/2026** with no guarantee of renewal and subject to early termination as set forth herein. No funds identified in this Agreement shall, without advance written approval of WISD, be obligated before the beginning of the term or after the end of the term, except for invoices which may be submitted up to, but not more than, sixty (60) days after termination of this Agreement.

6. Exhibits

This Agreement includes the following exhibits, each of which is attached hereto for reference purposes, unless otherwise expressly stated. Sub-Recipient shall be responsible for knowledge of their contents and compliance therewith.

Exhibit A – Reimbursement Request

Exhibit B - Contacts Roster

Exhibit C – Monthly Report Checklist and Within 24 Hours Reporting Requirements and Incident Reporting Form

Exhibit D – Drug Free Workplace Requirements Recipients Other Than Individuals

Exhibit E - Insurance Requirements

Exhibit F - Confidentiality of Participant Records

Exhibit G - Standards of Conduct

Exhibit H - Health and Safety Protocols and Health Screening Requirements

Exhibit I - Transportation Services

Exhibit J - Inventory

Exhibit K – Public Complaints and Grievances

Exhibit L - Program Calendar

Exhibit M – WISD Selection Criteria

Exhibit N - U.S. Department of Health and Human Services Compendium of required certifications and Assurances

Exhibit O – WISD Policy Council By Laws

Exhibit P – Sub-Recipient Appeal Procedures

7. **Special Conditions**

WISD may impose any conditions on Sub-Recipient's performance required by HHS /OHS and attached to its Notice of Award if such conditions impact or are required of Sub-Recipient to implement this Agreement.

FUNDING

8. **Agreement Amount**

Subject to the terms and conditions herein, and contingent upon WISD's receipt of funds for the operation of the Program, the total funds allocated to Sub-Recipient for full and satisfactory performance of this Agreement, or the "federal share," shall not exceed [\$1,962,922] over a 12-month (July 2025 - June 2026) period or [\$8,882] per HS child per year, and Sub-Recipient's expected in-kind contribution to the cost of operating the Program, the "non-federal share," shall be approximately [\$490,731] (25%). Administrative costs are limited to no more than 10% of the cost of the agreement, or [\$196,292].

For EHS, the "federal share" shall not exceed [\$213,168] over a 12-month period (July 2025 - June 2026) or [\$26,646] per EHS child per year. Sub-Recipient's expected in-kind contribution to the cost of operating the Program, the "non-federal share" shall be approximately [\$53,292] (25%). Administrative costs for EHS are limited to no more than 10% of the cost of the agreement, or [\$21,317].

- a. Program funding shall meet the requirements of 45 CFR § 1303.4 and the valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR §75.306.
- b. WISD shall allocate funds to Sub-Recipient for satisfactory performance of this Agreement and based only on proven enrollment figures.
- c. Sub-Recipient will not be separately reimbursed for Program-related expenditures and costs. WISD's financial obligation under this agreement is subject to the per child funding limitation set forth herein.
- d. Recipient budget and Sub-Recipient's Budget and Cost Allocation Plan, and in accordance with all applicable Federal, State, and local laws and regulations, and Recipient policies and procedures. Exhibit A, Funding/Services, denotes amounts for Basic and T&TA funding, non-federal match, child days of operation, and number of children to be served.
- e. **Travel Expenses:** If Sub-Recipient is a public agency, expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the Sub-Recipient is a part. If Sub-Recipient is a non-public agency, expenses charged for travel shall not exceed those which would be allowed under the rules governing official travel by the Recipient and/or IRS regulations for mileage or per diem.
- f. **Payments to Sub-Recipient:** Recipient shall make payment under this Agreement only after timely receipt of Sub-Recipient's Monthly Reimbursement Report and Recipient shall make payment only for allowable, reasonable and necessary expenditures, which shall be consistent with the approved budget and cost allocation plan and in the format determined by Recipient. Such reports must be complete, accurate and reflect the financial activity of the period covered by the invoice. Sub-Recipient's may submit a written request for an advance

equal to the current month's unreimbursed expenditures and the anticipated expenditures for the next five (5) days. This request may be submitted no more than twice a month.

- g. **Final Budget Amendments:** Final budget amendments are due to Recipient by April 1 of the contract year. A budget revision is required for rebudgeting between categories that would exceed the lesser of \$15,000 or 10% of the line item category. All allowable obligations incurred in the performance of this Agreement must be reported to Recipient within thirty (30) calendar days following the termination of this Agreement to be binding upon Recipient for reimbursement. All obligations must be liquidated within sixty (60) calendar days and reported to Recipient in Sub-Recipient's final reimbursement report due July 1. Failure to report such obligations, liquidations and/or debts shall be the sole liability of Sub-Recipient. Any and all other Federal, State and Local government policies and procedures affecting the Head Start program and its operation; i.e., Davis-Bacon Act, McKinney/Vento Act, Child and Adult Care Food Program (CACFP), etc.
- h. **Federal Share:** As specified in 45 CFR Part 1303.4, Federal financial assistance granted under the Head Start Program shall not exceed eighty percent (80%) of the total cost of the program. Recipient shall allocate funds as specified to Sub-Recipient for full and satisfactory performance of the program to be performed under this Agreement, consistent with the service proportions as specified herein. The stated amount shall not be increased or decreased without the prior written approval of Recipient, and any approved revised allocation shall be identified by an approved budget modification. By April 1, the Sub-Recipient will provide the Recipient with written notice of any current program funds that it does not expect to be obligated by August 31 of the contract year.
- i. **Local Share:** Sub-Recipient shall contribute the amount specified in Exhibit A as the local contribution to the Head Start Program as specified herein. If the Federal share of the program cost is increased or decreased, the local contribution shall be adjusted accordingly and Exhibit A shall be revised to reflect the changes. If the local share is not met, the Federal share will be decreased accordingly. The factors affecting the allowability of matching expenditures (whether cash or in-kind) are the same as for Federal expenditures in that the costs must be allowable, necessary, reasonable, and allocable for the accomplishment of the project objectives under the cost principles (45 CFR Part 75). The valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR Part 75.306. The non-Federal share shall not be required to exceed twenty percent (20%) of the total cost of the program as specified in 45 CFR Part 1303.4. The monthly non-federal share must be reported in the reimbursement report due on the 10th of the second month. For example, the non-federal share for the month of March is due to be reported no later than in the reimbursement report for April due by May 10th. Non-Federal share reports must be submitted with the monthly reimbursement requests (Exhibit E).
- j. **Standards for Sub-Recipient Agency Financial Management Systems:** Sub-Recipient shall establish such fiscal controls and fund accounting procedures as required by OHS and Recipient and shall meet the requirements of 45 CFR Part 75 – Sub Part D – Standards for Finance and Program Management in its financial management systems specifically including, but not by way of limitation, the following standards:
 - i. Financial Reporting: Accurate, current, timely, and complete disclosure

of the financial results of the Head Start Program shall be made in accordance with the provisions of this Agreement. Reports to be submitted by Sub-Recipient to Recipient are specified in Exhibit E. Recipient may require Sub-Recipient to submit additional reports. Financial reporting shall be maintained in such a manner as will minimize audit exceptions.

- ii. **Separate Accounting:** Sub-Recipient shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be commingled with other funds of Sub-Recipient. Private Non Profit agencies shall establish and maintain a separate interest bearing bank account for the deposit of all funds pursuant to this agreement. All advances shall be deposited in an FDIC bank account and any balance exceeding the FDIC coverage must be collaterally secured. Recipient shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.
- iii. **Accounting Records:** Accounting records shall identify adequately the source and application of funds for Head Start supported and related activities including State Preschool, and other related programs. These records shall contain information detailing fund allocation, authorizations, obligations, unobligated balances, assets, liabilities, income and expenditures. Accounting records shall be kept in accordance with accepted accounting practices to minimize audit exceptions.
- iv. **Internal Control:** The internal control system should provide for good oversight in reporting, separation of duties and good record keeping. Effective control and accountability shall be maintained for all Head Start funds, real and personal property as defined in 45 CFR Part 75 and other assets. Sub-Recipient shall adequately safeguard all such property and shall assure that it is used solely for authorized purposes. Interfund transfers are not allowable with Head Start/Early Head Start and any other funding source.
- v. **Budgetary Control:** Sub-Recipient shall be responsible for the budgeting and expenditure of Head Start funds in conformance with sound financial management standards, Recipient approval, and applicable regulations related to Head Start funds.
- vi. **Allowable Costs:** Sub-Recipient has been furnished a copy of 45 CFR Part 75 including Cost Principles and appropriate appendices. Sub-Recipient is responsible for establishing and maintaining written procedures for determining the allowability, necessity, reasonableness, and allowability of costs in accordance with those principles. Sub-Recipient shall only expend Head Start funds consistent with the purposes identified in the approved Budget and Cost Allocation Plan and shall not transfer funds except as provided herein. Head Start funds shall not be obligated by Sub-Recipient prior to, or after, the term of this Agreement.
- vii. **Documentation of Costs:** All costs shall be supported by proper documentation reflecting the procedures and provide an audit trail from the point in time where a purchase is requested to the issuance of the check for payment. Executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the

- nature and propriety of the charge, pertaining in whole or in part to this Agreement, shall be clearly identified and readily accessible.
- viii. Income Generation: Sub-Recipient shall timely report to Recipient the source and amount of any income generated as a result of services and/or activities funded under this Agreement and shall abide by Recipient directives regarding the use of such income. Sub-Recipient shall not expend Agreement-related income unless or until authorized, in writing, by Recipient.
 - ix. Claim Funds: Approved claims shall be paid only from funds granted to Recipient by Administration of Children and Families (ACF) pursuant to the Head Start program, and Sub-Recipient hereby waives any claim it may have against any other funds of Recipient. This Agreement is valid and enforceable only if sufficient funds are made available to Recipient by ACF for the purpose of conducting the program identified in this Agreement.
- k. **Assignments/Security for Loan:**
- i. No performance of any of Sub-Recipient's obligations under this Agreement may be transferred by subcontract, assignment, delegation, or novation without the prior express written consent of Recipient. Any attempt by Sub-Recipient to assign, any performance of its obligations hereunder without the prior express written consent of Recipient shall be null and void and shall constitute a breach of this Agreement. Whenever Sub-Recipient is authorized to subcontract, Sub-Recipient, or assign, it shall include all the terms of this Agreement in each subcontract, delegation, assignment or novation. Recipient recognizes the need for the Sub-Recipient to use a contractor to fill absences/leaves within their programs (i.e. EduStaff). Any subcontractor, Sub-Recipient or assignee shall be subject to all applicable provisions of this Agreement, and all applicable Federal, State, and local laws and regulations. Under no circumstances will the subcontractor be considered a Sub-Recipient agency or Sub-Recipient or have any appeal of rights of a Sub-Recipient agency or Sub-Recipient. Sub-Recipient agrees to be held fully responsible to Recipient for the performance of any subcontractor, Sub-Recipient, or assignee.
 - ii. Without the prior express written consent of Recipient and ACF, this Agreement may not be used as security for a loan and is not assignable by Sub-Recipient either in whole or in part for such purposes.
- l. **Procurement:** Procurement activities of Sub-Recipient conducted under this Agreement shall comply with all applicable Federal and State procurement regulations, as well as other applicable Federal, State, and Recipient guidelines, procedures, and policies. Sub-Recipient agrees to assume all responsibility for such Sub-Recipient procurement activities and agrees to indemnify and hold Recipient harmless from any audit exceptions relative to a violation by Sub-Recipient on any procurement requirement.
- i. Contracts for Professional Services: Pursuant to the provisions of 45 CFR Part 74.459 – Cost Principles, costs of professional services rendered by members of a particular profession or persons who possess a special skill, who are not employees of Sub-Recipient and who perform services on an intermittent or occasional basis, are allowable when reasonable in relation to the services rendered.
 - ii. Equipment: Expenditures for equipment shall be approved by Recipient

prior to the purchase of such equipment by Sub-Recipient. If equipment is approved in the annual budget, no further approvals are required. If equipment is to be used for more than the Head Start Program, the cost shall be allocated based on an approved cost allocation plan. For the purpose of this Agreement, equipment shall be defined as an item, the cost of which is \$5000.00 or more, which has a useful life of one (1) year or more. If Sub-Recipient purchases vehicles in accordance with the Head Start Program, the pink slip shall identify Washtenaw Intermediate School District, as registered legal owner. Sub-Recipient must provide Recipient proof of insurance coverage and assurance that each individual operating the vehicle holds a valid drivers license and proof of insurance.

- iii. Alteration or Renovation of Facilities: Alteration and/or renovation of facilities is allowable under this Agreement if such alteration and/or renovation has been included in the refunding application. If such approval was not granted in the annual refunding application, Sub-Recipient shall obtain the prior written approval of Recipient for expenditures that exceed \$5,000 and comply with 45 CFR Part 1303.40. Major renovation means any individual or collection renovation that has a cost equal to or exceeding \$250,000. It excludes minor renovations and repairs except when they are included in a purchase application. Alteration and/or renovation of facilities is considered to be work required to change the interior arrangements or other physical characteristics of an existing facility or installed equipment so that it may be more effectively utilized for the Head Start Program. Alteration and/or renovation may include work referred to as improvements, conversion, rehabilitation, remodeling, or modernization. Costs incurred for the following types of alteration and/or renovation are allowable:
 - iv. Changes to the physical characteristics of space, such as interior dimensions, surfaces, furnishings, and finishes;
 - v. Changes to the internal environment, such as modifications to the heating and ventilation systems;
 - vi. Installation or modification of utility services in a structure otherwise suitable for occupancy of Head Start staff or students;
 - vii. Modification of unfinished shell space to make it suitable for the Head Start Program operations. Such alteration and/or renovation costs may, with prior written approval of Recipient, be charged to the Head Start Program provided that:
 - viii. The building structure has a useful life consistent with project purposes and is architecturally and structurally suitable for conversion to the type of space required;
 - ix. The alteration and/or renovation is essential and no other suitable space is available within the area;
 - x. Where space is rented, Sub-Recipient shall secure a lease for a minimum of fifteen (15) years, but no less than ten (10) unless the Recipient waives this requirement.
 - xi. The costs incurred are consistent with the prior approval requirements, other provisions of the laws and regulations relating to the Head Start Program and HHS Grants Policy Statement.
 - xii. If Head Start funds in excess of Fifteen Thousand Dollars (\$15,000.00) are used for all or part of the alterations and/or renovations carried out hereunder, Sub-Recipient shall require that the contract certify

- compliance with the Equal Employment Opportunity provisions of Executive Order 11246.
- xiii. A Notice of Federal Interest (NOFI) is created for facility purchases, purchase of land to place facilities, and major renovations of facilities using Federal funds. Sub-Recipient's work with the Recipient for the appropriate recording and display of this notice on facilities.
 - xiv. A Notice of Federal Interest (NOFI) is created for leased facilities using Federal funds when the aggregate total of renovation and/or improvements on leased facilities exceed \$250,000.00.
 - xv. Alteration and/or renovation costs shall be limited to the costs of modifying existing space, utilities, and telephone services within a completed structure. Facility renovation records must be maintained for the life of the facility and until 3 years after disposition of the facility. A Notice of Federal Interest (NOFI) will be placed on the facility by the Recipient when cumulative renovation costs meet or exceed \$250,000.
- m. **Procurement Standards:** In procuring supplies, equipment, and services (including construction), Sub-Recipient shall abide by the regulations and standards of 45 CFR Part 75.327 through 75.335 and Appendix II, and all other applicable Federal, State, and local laws and regulations, including Recipient policies. Consistent with this regulation, Sub-Recipient shall maintain written procedures to meet the following standards:
- i. Conflict of Interest: No employee, officer or agent of Sub-Recipient shall participate in the selection, award or administration of a contract if any of the following has a financial interest under this Agreement:
 - ii. The employee or a member of his/her immediate family;
 - iii. His/her Sub-Recipient;
 - iv. An organization in which any of the above is an officer, agent or employee; or
 - v. A person or organization with which any of the above individuals has any arrangement concerning prospective employment or compensation.
 - vi. Free Competition: Procurement transactions shall be conducted in a manner to provide, to the maximum extent possible, full and open competition. Sub-Recipient shall be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade.
 - vii. Exclusions: A contractor that develops or drafts specifications, requirements, a statement of work, an invitation for bids, or a request for proposals for a particular procurement by Sub-Recipient shall be excluded from competing for that procurement, unless Recipient waives this requirement and secures the approval of the ACF Grant Officer to waive this requirement. Solicitations shall set forth all requirements that the bidder/offeror must fulfill in order for the bid/offer to be acceptable to Sub-Recipient and be evaluated. Sub-Recipient shall make awards to the most responsive and advantageous bidder/offeror after considering price and all other factors. Any or all bids may be rejected when it is in Sub-Recipient's best interest to do so.
- n. **Procurement Procedures:** Sub-Recipient's procurement procedures shall be in accordance with 45 CFR Part 75.327 through 75.335 and Appendix II and all other applicable Federal, State, and local laws and regulations including Recipient policies and shall include the following:

- i. Needs Assessment: Sub-Recipient shall assess supply, equipment and service needs to assure that unnecessary or duplicate items are not purchased. Prior to procurement, consideration shall be given to available resources within Sub-Recipient's organization, donations from outside organizations and, where appropriate, lease and/or rental arrangements. Rental arrangements are subject to the requirements of 45 CFR Part 75.327 through 75.335 and Appendix II. The needs assessment shall be used to determine future program options.
- ii. Procurement Descriptions: Solicitations for goods and services shall be based upon clear and accurate descriptions of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" descriptions may be used as a means to define the performance or other requirements of procurement, and when so used, the specific features of the name brand which must be met by the bidder/offeror shall be clearly specified.
- iii. Use of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms: Affirmative steps shall be taken by Sub-Recipient to assure that small, minority and women's business enterprises and labor surplus area firms are utilized whenever possible as sources of supplies, equipment, construction, and services.
- iv. Selection of Contract Type: The type of contract to be used to cover a particular procurement shall be determined by Sub-Recipient. Contracts shall be made only with responsible contractors who possess the ability to perform successfully under the terms and conditions of the agreement. Consideration shall be given to contractor's integrity, record of past performance, financial and technical resources, or accessibility to necessary resources.
- v. Sole Source Contracts - Prior Approval Required: Any proposed sole source contract must meet the applicable requirements for noncompetitive or sole source contracting. In addition, any proposed sole source contract in which the aggregate expenditure is expected to exceed one hundred fifty thousand dollars (\$150,000.00) shall be subject to prior by the Recipient and possible approval of the OHS Grants Officer. Recipient will notify Sub-Recipient when OHS approval is required and obtained. Contracts in excess of the applicable dollar amount, where only one entity submitted a proposal pursuant to an RFP, shall be considered sole source contracts and shall require the appropriate approvals. Requests for such approval shall be forwarded to the Recipient in writing at least sixty (60) calendar days prior to the required contract date. Recipient may, in its sole discretion, reject the request or forward it to the ACF Grant Officer.
- vi. Price/Cost Analysis: Sub-Recipient shall make a price/cost analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold of \$150,000. However, Sub-Recipient must have available a for Recipient review a rationale for all purchases for all procurement actions. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Price analysis may be made by comparing price quotations, market prices, etc. Cost analysis is the review and evaluation of costs to

- determine reasonableness, allowability and allocability.
- vii. Records and Files: Sub-Recipient shall maintain procurement records and files for a minimum of three program years which shall include at least the following:
 - viii. Documentation of procurement solicitation and responses;
 - ix. Basis for contractor selection;
 - x. Justification for lack of competition when competitive bids or offers are not obtained;
 - xi. Documentation of the basis for the award cost or price; and,
 - xii. ACF and Recipient written approval, if required.
 - xiii. Records may be required to be retained for more than the three year limitation based on Section 24, Record Retention. Records for real property and equipment must be retained for 3 years after final disposition.
 - xiv. Contract Monitoring System: Sub-Recipient shall establish and maintain a system for internal contract monitoring to ensure contractor conformance with terms, conditions, and specifications of the contract.
 - xv. Contract Provisions: All contracts of Sub-Recipient shall include provisions as may be required by 45 CFR Part 75.335 and Appendix II and other applicable Federal, State and local laws and administrative regulations, including Recipient policies.
 - xvi. Copeland and Davis-Bacon Act: Contracts in excess of two thousand dollars (\$2,000.00) for construction or repair shall include a provision for compliance with the Copeland Act (18 USC 874 and 40 USC 276c), as supplemented by Department of Labor regulations (29 CFR Part 3) and the Davis-Bacon Act (40 CFR 276a to a-7). All suspected or reported violations shall be reported to Recipient by Sub-Recipient.
 - xvii. Conflict of Interest:
 - 1. An officer, director, executive, or employee of Sub-Recipient shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or in part by Recipient or Sub-Recipient. The Sub-Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. Supplies, materials, equipment or services purchased with funds provided under this Agreement shall be used solely for purposes allowed under this Agreement.
 - 2. Sub-Recipient shall avoid organizational conflict of interest, and its officers, directors, executives, and employees shall avoid financial and personal conflict of interest, potential for conflict of interest, and appearance of conflict of interest in the performance of this Agreement, in awarding financial assistance and in the conduct of procurement activities involving funds provided under this Agreement.
 - 3. Sub-Recipient shall establish safeguards to prohibit employees or officers from using their positions for a purpose which could result in private gain, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties. To the extent permitted by the State or local law or regulations, such standards

- or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards.
4. Sub-Recipient shall abide by all applicable Federal and State laws and regulations and Recipient policies regarding conflict of interest.
 - o. **PROPERTY:** Title to all property acquired by Sub-Recipient, in whole or in part, under contracts for the operation of Head Start Program shall vest in Recipient, subject to all applicable laws and regulations. Said property shall be subject to all rules, procedures, and restrictions as set forth in all applicable Federal, State, and local laws and administrative regulations, specifically including 45 CFR Part 75.318 and 75.327 . Any other provision of this Agreement notwithstanding, Sub-Recipient shall not make any improvement to real property in the amount of \$5,000.00 or more without advance written approval of Recipient.

9. **Non-Appropriation; Reduced Funding**

WISD's financial and other obligations set forth in this Agreement are contingent upon receipt of Head Start/Head Start funds for the operation of the Program. In the event Program funds are not received or are reduced, the following provisions apply.

- a. To the extent that WISD does not receive the funds necessary for operation of the Program, including a non-appropriation of funding, (collectively "non-appropriation"), this Agreement may be terminated immediately by WISD, or as directed by the funding source. In the event of a non-appropriation, WISD shall have no liability to pay any funds to Sub-Recipient or furnish any other consideration under the Agreement, and Sub-Recipient shall not be obliged to fulfill any provisions of this Agreement. WISD shall notify Sub-Recipient in writing of any such non-appropriation or failure to receive funds as soon as possible and shall attempt to provide for orderly closeout of Program operations provided funds are received from the appropriate funding source for this purpose.
- b. To the extent the funds necessary for operation of the Program are reduced, WISD shall have the option to either terminate this Agreement subject to the termination provisions herein, or to amend this Agreement to reflect the reduced amount subject to the approval of Sub-Recipient. If WISD and Sub-Recipient agree to amend the Agreement in response to a reduction in funding, the funding provisions, including the local contribution and budget plan set forth in Exhibit B, shall be adjusted accordingly.

10. **Budget**

Sub-Recipient shall submit a Budget and a Budget Justification for Sub-Recipient's performance of this Agreement, using the template provided in Exhibit A. The deadline to submit a budget is Friday, August 30, 2025.

PROGRAM REQUIREMENTS

11. **Program Option**

The program option to be implemented will be center based.

12. **Operating Year**

The operating year shall be from **July 1, 2025, to June 30, 2026**, and must operate minimally for 1022 hours in a program year for Head Start (if four days a week), as set forth in Exhibit A.

13. **First Day of Attendance**

The first day of attendance in the Program is **September 3, 2025**.

14. **Number of Children Served**

The number of children to be served will be [221 Head Start eligible children and 8 Early Head Start eligible children], as set forth in Exhibit A. Failure by Sub-Recipient to achieve and/or maintain Full Enrollment may result in reallocation of slots and a corresponding funding reduction, and/or reduction and reassignment of recruitment areas. Reallocation of slots and reassignment of areas are at the discretion of WISD. Reduction or failure to meet the enrollment will result in a reduction in monthly reimbursement.

15. **Eligibility, Recruitment, Selection, Enrollment and Attendance ("ERSEA")**

ERSEA components of the Program shall be implemented as set forth below and consistent with the Law and implementing regulations, including but not limited to 42 USC§ 9840 and 45CFR Parts 1302 Subpart A.

- a. **Eligibility** FSS shall determine eligibility based on Head Start requirements and WISD selection criteria for all interest forms submitted through the Help Me Grow Washtenaw website or Child Plus. The WISD enrollment team will support the family to complete the application. WISD shall only enroll in the Program children who meet eligibility requirements, including age, residency and household income thresholds and identified eligibility requirements, as set forth in 45 CFR § 1302.12 and as published by OHS.
- b. **Recruitment** WISD and Sub-Recipient shall recruit only eligible children residing within their assigned service area, as set forth in Exhibit A. The Sub-Recipient shall provide high-quality child development services and programs for WISD Head Start to those participants and families residing within Washtenaw County and service area as noted in the Notice of Award. Service area boundaries are determined by Washtenaw County and a portion of the bordering counties within the boundary of the Washtenaw Intermediate School District.
- c. **Selection** WISD will maintain the prioritization list for selection consideration. The WISD ERSEA Specialist in collaboration with the Sub-Recipient FSS and Program Director and or designee will select children for enrollment according to WISD ERSEA policies and procedures, to include selection criteria. All copies of eligibility documentation shall be stored in ChildPlus kept at a central location determined by WISD.

- i. Selection criteria are created by WISD utilizing community needs assessment data and approved by the Policy Council and the WISD Board of Education.
 - ii. Selection criteria for Program Year 25-26 can be found as Exhibit M.
 - iii. A viable wait-list will be maintained by the Sub-Recipient.
- d. **Enrollment** WISD and Sub-Recipient will work together to demonstrate and maintain Full Enrollment and ensure any vacancies are filled within 30 days. A vacancy is considered filled when the newly enrolled child attends their first day of Head Start. Failure to maintain Full Enrollment will constitute a breach of this Agreement, which is cause for WISD to pursue any of the remedies as referenced in Section 13 of this agreement. Full Enrollment is defined by the ability of the Sub-Recipient to not fall below 97% enrolled for four consecutive months and also filling a vacant slot within a 30-day window. Sub-Recipient shall provide WISD all records on Program enrollment and attendance as required by Exhibit C. All such records shall be available upon request to WISD, including WISD designated accountants, monitors and auditors.
 - i. Sub-Recipient agrees that WISD is not obligated to fill any vacant slots not deemed part of this Agreement.
- e. **Enrollment of Children with Disabilities** Sub-Recipient shall enroll and maintain at least ten percent (10%) of the total number of total allocated slots per this agreement with children with disabilities as defined in 45 CFR § 1302.14(b)(I), and who are identified with a current Individual Education Plan ("IEP"). In addition, Sub-Recipient shall adhere to all requirements of services related to children with disabilities as set forth in 45 CFR § 1302 Subpart F.
 - i. It is a program requirement that a pre-placement meeting be conducted to determine the most appropriate placement for each child with an IEP considered for enrollment. A pre-placement meeting will be conducted with the Sub-Recipient Director (and/or assigned designees) and the WISD's Disability Manager and will include participation of Sub-Recipient staff.
 - ii. Sub-Recipient shall provide program services inclusive of children with disabilities, consistent with their IEP and provide an appropriate environment and adult guidance for the participation of children with special needs. Documentation of classroom observations will be entered into ChildPlus.
 - iii. On 01/22/2020 the Administration of Children and Families published ACF-IM-HS- 20-01: Inclusion of Children with Disabilities, which makes clear that the Office of Head Start expects that programs obtain the 10% percent requirement by midway through the program year.
- f. **Attendance and ADA** Sub-Recipient must track attendance for each child pursuant to 45CFR § 1302.16, utilizing the Child Plus system. When program-wide the monthly Average Daily Attendance ("ADA") falls below 85% of Full Enrollment, Sub-Recipient will provide WISD with an analysis of the causes for absenteeism and take appropriate action as set forth in this section. As set forth in 45 CFR § 1302.16 Attendance (b) If a program's monthly average daily attendance rate falls below 85 percent, the program must analyze the causes of absenteeism to identify any systematic issues that contribute to the program's

absentee rate. Attendance will be tracked in Child Plus by the Sub-Recipient on a daily basis and monitored by the WISD on a monthly basis. This will be reviewed by Sub-Recipient FSS staff on a weekly basis.

- i. Sub-Recipient must implement a process to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one hour of program start time, the program must attempt to contact the parent to ensure the child's well-being.
- ii. The Sub-Recipient FSS must implement strategies to promote attendance. At a minimum the FSS must:
 1. Provide information about the benefits of regular attendance. At parent meeting, orientation, newsletters and through other forms of communication (upload evidence into ChildPlus).
 2. Support families to promote the child's regular attendance.
 3. Send out monthly attendance letters informing parents of child ADA when the child falls below 85% (upload into ChildPlus).
 4. Work with family to establish attendance improvement plans and provide resources/information to help the families attendance (upload into ChildPlus).
 5. If the Sub-Recipient knows in advance, if a child plans to be absent for more than 2 weeks, a notice of absence form should be filled out and sent to the WISD staff for approval.

Within the first 60 days of program operation, and on an ongoing basis, thereafter, use individual child attendance data to identify children with patterns of absence that put them at risk of missing ten percent of program days per year and develop appropriate strategies to improve individual attendance among identified children, such as direct contact with parents or intensive case management, as necessary.

16. **Full Enrollment Initiative & Reserve Slots** Failure to achieve and/or maintain Full Enrollment may result in a reallocation of slots and corresponding funding reduction. **Reallocation of slots and reassignment of areas are at the sole discretion of WISD.** This measure will be taken as a last resort measure to ensure the WISD retains the Federal Recipient status.

- a. Open vacancies will be filled as soon as possible, but no later than 30 days, enrollment practices/actions should be continuous and ongoing throughout the course of the program year. The WISD and the Sub-Recipient collaborate to recruit, conduct on-going recruitment, and have a waitlist of eligible children on stand-by.
- b. The WISD and the Sub-Recipient will collaborate to recruit, conduct on-going recruitment of teachers and assistant teachers.
- c. Under Head Start Performance Standard 1302.15(c), the program may reserve one or more enrollment slots for children experiencing homelessness and children in foster care, when a vacancy occurs. No more

than three percent of a program's funded enrollment slots may be reserved. If the reserved enrollment slot is not filled within 30 days, the enrollment slot becomes vacant and then must be filled.

- d. Sub-Recipients will communicate with WISD's ERSEA Specialist if it is their intent to reserve a slot. This slot must be filled within 30 days.

17. **Class Size and Ratios** Sub-Recipient shall ensure that Program enrollment and attendance does not exceed the maximum class size as required Classroom size waivers must meet requirements and need prior approval by WISD. WISD will submit all classroom size waivers to the Office of Head Start for approval.

- a. 3 year and 4 year-olds: Up to 16 and no fewer than 15 children may be enrolled in a classroom with two adults.
- b. 4 year olds: Up to 18 and no fewer than 16 children enrolled in any class with 3 adults required when enrollment exceeds 16

18. **Class Schedule, Calendar and Duration** Sub-Recipient shall ensure that class operations meet the minimum daily, weekly, and annual requirements set forth in 45 CFR §1302.21(c)(1). Sub-Recipient shall not deviate from the operating year or the approved Program calendar, attached hereto as Exhibit K, without advance written approval of WISD. The Sub-Recipient must submit a calendar to the WISD by August 1st for approval. If Sub-Recipient seeks to change the length of the operating year, or deviate in any manner from the approved calendar, Sub-Recipient shall obtain the written approval by WISD at least thirty (30) days before the date the requested change is to take effect. Exclusions will be granted for children that have a documented variation of attendance through an IEP.

19. **Classroom Placement** Sub-Recipient must limit the re-assignment of Head Start Children from one classroom to another, whenever possible. Continuity of care is important to the development of a child's social and emotional state. If a child is being permanently reassigned to a new classroom the ERSEA Specialist must be notified of changes to be made.

20. **Education Services** Research-Based Curriculum. Sub-Recipient shall utilize and implement the High Scope Curriculum. WISD will provide technical assistance, coaching and mentoring to Sub-Recipient regarding the provision of educational services. Sub-Recipient will further ensure ongoing data collection and reporting as required by Exhibit C. Sub-Recipient will provide the following specific educational services as part of the Program.

- a. Consistent with 45 CFR § 1302.5 I, the WISD in collaboration with the Sub-Recipient must offer a parenting curriculum throughout the program year at the Sub-Recipient location.
- b. In collaboration with each child's parent and with parent consent, conduct a developmental screening using the Ages and Stages Questionnaire and a

social-emotional screening using the Devereaux Early Childhood Assessment for each child within forty-five (45) days of enrollment.

- c. Conduct a developmental assessment for each child three (3) times per program year following agreed upon timeline using COR Advantage. Sub-Recipient will utilize COR Advantage to develop and maintain an Individual Child Portfolio that includes work samples and child observations for each rating period.
- d. Create a weekly lesson plan that demonstrates fidelity to curriculum and utilizes results of developmental screenings, on-going observations, and results of the child assessment. The weekly plan will include parent input via individualized School Readiness Goal, changes to the environment, transitions with embedded learning activities, and activities for both individual children and groups of children. Lesson Plans will be completed using COR Advantage.
- e. Sub-Recipient teachers will conduct two (2) 60- minute home visits and two (2) parent-teacher conferences per year consistent with 45 CFR§ 1302.34(b)(7). The initial home visit must take place prior to the start of the program year. The purpose of educational contacts in the form of home visits and parent teacher conferences is to establish a strong home-school connection, collaborate with parents on school readiness goals and discuss developmental screenings. Home visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant safety hazards for staff.
- f. Recipient recognizes that innovative practices are being used within the Sub-Recipient's day and that with collaboration these supplemental curriculum initiatives will be permitted with prior approval from WISD.

21. **Coaching** WISD's Early Childhood Specialists will utilize a research-based, coordinated coaching strategy, Practice Based Coaching, for education staff that:

- a. Assesses all education staff to identify strengths, areas of needed support, and which staff would benefit from intensive coaching.
- b. Provides intensive coaching to education staff identified through the above process and includes opportunities to be observed, work collaboratively to create goals, implementation support and modeling of effective teacher practices.
- c. Provide opportunities for education staff not identified for intensive coaching through the above process to receive other forms of research-based professional development.

22. **Parent Access** Sub-Recipient shall provide parents reasonable access to their children enrolled in the Program and to authorized persons caring for their children during the normal hours of operation and whenever the children are in the care of Sub-Recipient, subject to district policies.

23. **Nutrition and Meals** Sub-Recipient must meet the nutrition requirements stated in 1302.44 including requirements specific to the target population of infants and toddlers and adheres to the Child and Adult Care Food Program ("CACFP") guidelines and are appropriate to the age, developmental readiness, and meal spacing requirements. Sub-Recipient will submit a copy of the CACFP administrative review report, and any corrective action plan required upon audit by CACFP. CACFP reports are submitted to Fiscal Manager by the 15th of each month. Sub-Recipient shall also report in ChildPlus if a child has any food allergies, dietary restrictions, or special meal accommodations; and ensure proper medical documentation of such has been reviewed and approved by WISD before child attends. The Sub-Recipient will incorporate family style meals for all meals and/or snacks throughout the day.

24. **Meetings** Sub-Recipient must attend WISD Meetings according to exhibit O and other meetings called for by the WISD regarding the operations of Head Start.

25. **Family and Community Engagement**

- a. **Family Sub-Recipient Agreement (FPA)** Sub-Recipient Family Support Specialists will be responsible for creating and tracking the completion of the FPAs.
- b. **Community Referrals** The Sub-Recipient Family Support Specialists will offer appropriate community referrals when it is determined that support is needed with Families. The Sub-Recipient Family Support Specialists will input all referrals into ChildPlus. Sub-Recipient Family Support Specialists will follow-up on referral outcomes. If Sub-Recipient initiates referrals directly with family, Sub-Recipient will ensure the same process of documentation is followed.
- c. **Emergency Items** The Sub-Recipient will direct any emergency needs items, such as food vouchers, emergency clothing, or shoes to Sub-Recipient Family Support Specialist.
- d. **Family Outcomes** The Sub-Recipient Family Support Specialists will administer a family outcomes survey. The results of the survey will be shared with the Sub-Recipient and may be used to inform activities described in the Parent, Family and Community Engagement Framework (PFCE).
- e. **Family Strengths, Needs & Interest Survey** The Sub-Recipient Family Support Specialist will administer this survey during intake. The results of the survey will be shared with the Sub-Recipient, who will use it to plan meaningful and individualized workshop and trainings for families. WISD will use the results to plan parent engagement opportunities, which will be available to Sub-Recipient families. Sub-Recipient Family Support Specialists will use the results to support families in developing a meaningful FPA goal.
- f. **Parent Orientation** Sub-Recipient programs with support from the WISD will host a parent orientation prior to the program start date.

- g. **Parent Committee** Each site must have a parent committee comprised of parents at the site. The Sub-Recipient Family Support Specialist will coordinate this with the Sub-Recipient site director or building administrator.
- i. **Policy Committee** The Sub-Recipient will coordinate a Policy Committee that allows for each location to have representation on this Sub-Recipient wide committee that meets monthly from Oct. – June of each school year. The Recipient can provide guidance/training to the Sub-Recipient about this very important governance committee.
- h. **Policy Council** Sub-Recipient FSS will facilitate the election of a parent from Policy Committee to represent parents on the Policy Council in accordance with the WISD Head Start Policy Council By-Laws (please see Exhibit O).

26. **Mental Health and Behavioral Supports** WISD will work in Sub-Recipientship with Sub-Recipient to promote children's mental health, social and emotional well-being, and overall health, including securing mental health consultation services, and identifying and providing behavioral supports for children displaying challenging behaviors, and other social, emotional, and mental health concerns, to the extent permitted and authorized by law and as fully described below.

- a. Sub-Recipient will provide support for effective classroom management and positive learning environments and will ensure supportive teacher practices in alignment with the High Scope Curriculum. WISD will work to complement any existing classroom supports and teaching strategies that Sub-Recipient has established through their organization's standard operating procedures.
- b. In cases where the Sub-Recipient's standard operating procedures run counter to the Head Start Act, Performance Standards, and/or developmentally appropriate practice (DAP) the Performance Standards and DAP will take precedence.
- c. When concerns about a child's social, emotional, or mental health arise, the Sub-Recipient classroom staff must conduct observations, take anecdotal notes, and gather relevant documentation. Sub-Recipient staff will meet with parents and/or guardians to discuss concerns and obtain any added information. Concern will be documented in ChildPlus under Mental Health and individualized supports/strategies will be documented in weekly lesson plans
- d. If the challenges continue, the WISD Early Childhood Specialist (ECS) will observe the classroom. The ECS will meet with Sub-Recipient Staff to debrief the observation, reflect on the results of the observation, and collaborate on next steps. This follow up observation will be documented under the original concern as a follow up activity. Adjustments to individualized supports/strategies will be made in weekly lesson plans.
- e. If it is determined that additional support is needed, Sub-Recipient's staff and/or ECS will submit a mental health referral form to the Mental Health/Behavior Specialist. The Mental Health/Behavior Specialist will conduct a classroom observation. Strategies and implementation support will be provided by the Specialist in collaboration with the ECS. This will be documented as follow up in Child Plus.

- f. If further support is needed, a Behavior Intervention Plan may be developed in collaboration with the parent or legal guardian.
- g. In addition, a referral for an Early Childhood Mental Health Consultant may be utilized to provide additional educationally appropriate behavioral/health services interventions for a program and/or an enrolled child if needed. Documentation of services will need to be submitted into ChildPlus under the appropriate section of the Child File.

27. **No Fee** Sub-Recipient may not charge, or permit the charging of, any fee for participation in the Program or for any services made in conjunction with the Program. This includes fees to participate in classroom wide field trips.

28. **Suspension and Expulsion** Pursuant to 45 CFR § 1302.17, Sub-Recipient must prohibit or severely limit the use of suspension due to a child's behavior. Such suspensions may only be temporary in nature and must follow 45 CFR 1302.17(a) (2-4). Additionally, the Sub-Recipient cannot expel an EHS/HS child because of the child's behavior except as a last resort and then, only in accordance with the provisions set forth herein; however pursuant to 45 CFR 1302.17(b)(3) if the child's continued enrollment presents continued threat of safety, Sub-Recipient and WISD will work together to facilitate the transition of the child to a more appropriate placement. In all cases Sub-Recipient should make documentation (in ChildPlus) of behaviors and interventions provided a top priority. Documentation makes communication between the Sub-Recipient and the WISD seamless.

a. Suspensions:

- i. A temporary suspension must be used only as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be reduced or eliminated by the provision of reasonable modifications.
- ii. Before a Sub-Recipient determines whether a temporary suspension is necessary, a program must engage with a Mental Health/Behavior Specialist and assigned Early Childhood Specialist, show that provided behaviors strategies have been implemented consistently and are not working, collaborate with the parents, and utilize appropriate community resources - such as behavior coaches, LEA, psychologists, other appropriate specialists, or other resources - as needed, to determine no other reasonable option is appropriate.
- ii. When a child exhibits persistent and serious challenging behaviors, a program must explore all steps and document all steps taken to address such problems and facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C. § 705(9)(b) of the Rehabilitation Act is not excluded from the program based on disability, and consulting with the parents and the child's teacher, and:
 - 1. If the child has an Individualized Education Program ("IEP"), the program must consult with the agency responsible for the IEP to ensure the child receives the needed support services; or,

2. If the child does not have an IEP, the program must collaborate, with parental consent, with the local agency responsible for implementing IDEA to determine the child's eligibility for services.
- iv. If a temporary suspension is deemed necessary, a program must help the child return to full participation in all program activities as quickly as possible while ensuring child safety by:
 1. Continuing to engage with the parents and the Mental Health/Behavior Specialist and assigned ECS and continuing to utilize appropriate community resources.
 2. Developing a written plan to document the action and support needed.
 3. Determining whether a referral to a local agency responsible for implementing the Individuals with Disabilities Education Act ("IDEA") is appropriate.
- v. If, after the Sub-Recipient has explored all possible steps and documented all steps taken as described in paragraph (a) of this section, a program, in consultation with the parents, the child's teacher, the agency responsible for implementing IDEA (if applicable), and the appropriate personnel determines that the child's continued enrollment presents a continued serious safety threat to the child or other enrolled children and determines the program is not the most appropriate placement for the child, the program must work with such entities to directly facilitate the transition of the child to a more appropriate placement.
- vi. Utilizing assessment tools and developmental screenings as well in consultation with the child's parents or guardians the Sub-Recipient should take every approach to create a culture that is preventative in nature. Seeking assistance from WISD's Disabilities Specialist, Mental Health Specialist, and ECS early on will help to reduce the number of children that are in danger of suspension.
- vii. Expulsions: Sub-Recipient cannot expel or un-enroll a child from the program because of a child's behavior except as a last resort.

29. **Sub-Recipient Staffing** Sub-Recipient shall recruit, select, and employ a sufficient number of classroom teachers and aides; and shall also recruit, select and maintain an adequate number of volunteers, in order to provide Head Start services to enrolled participants and to adequately supervise all facilities approved by WISD. The Sub-Recipient will also hire ERSEA, Health, Education, Mental Health, Disabilities, and Family Community Engagement Specialists with all intent and purposes. All Sub-Recipient staff and volunteers shall be adequately trained and meet the qualifications set forth in 45 CFR Part 1302 Subpart I and State laws and regulations. Sub-Recipient shall ensure that all staff and volunteers have passed a background check and a criminal record clearance.

- a. Before hiring any personnel or contractors, including teachers, staff, and transportation staff and contractors, directly or through contract, Sub-Recipient must:

- b. conduct an interview, with parents of the program being invited
- c. conduct a sex offender registry check and/or conduct live scan registry check
- d. conduct child abuse and neglect state registry check (LARA state of Michigan), if available, and
- e. obtain one of the following:
 - i. State or tribal criminal history records, including fingerprint checks; or,
 - ii. Federal Bureau of Investigation criminal history records, including fingerprint checks (if a FBI criminal history check, including fingerprints is not conducted at the time of hire, this needs to be done within 90 days of the date of hire)
 - iii. Otherwise comply with criminal history checks required by law, including but not limited to those in the Michigan Revised School Code.
- f. Sub-Recipient will submit Program staff qualifications to WISD's Sub-Recipient Manager at the beginning of the program year and if/when any new staff is hired or transferred into the identified classroom.
- g. Sub-Recipient staff and volunteers shall have no contractual relationship with WISD.
- h. Head Start classrooms will be assigned one (1) Head Start qualified teacher who has a minimum of a bachelor's degree in early childhood education or a related field. Additionally, Sub-Recipient shall ensure that each Head Start classroom is assigned one (1) Head Start qualified teaching assistant who has a minimum of a CDA credential, are enrolled in a program that will lead to an associate or bachelor's degree or are enrolled in a CDA credential program to be completed within two years of the time of hire. Teacher and Assistant Teacher credentials must be submitted to the WISD for approval prior to the applicant being hired. Sub-Recipient Head Start staff are required to attend New Staff Orientation at the WISD. EHS teachers must have a minimum CDA or comparable credential, and have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development.
- i. Sub-Recipient must ensure staffing is sufficient to meet the adult-child ratios, as specified in Section 14, and class size specifications as required by the Program Regulations and set forth herein. Volunteers cannot be used as substitutes for qualified staff.
- j. Family Support Specialists shall perform the following functions, with the support of Sub-Recipient through collaboration and sharing of information:
 - 1. Determine child health status and assist families in accessing a source of health care within ninety (90) days of enrollment.

2. Establish procedures to track the provision of health care services.
3. Establish a system of ongoing communication with the parents of children with identified health needs to facilitate the implementation of a follow-up plan.
4. Assist families to ensure children are up to date on age-appropriate preventative primary health care, which includes medical, dental, and mental health services.
5. Engage in a process of collaborative Sub-Recipientship building with parents to identify family goals, strengths, necessary services, and other supportive resources and to develop environments that promote and support father engagement. The process includes the development and implementation of an individualized family Sub-Recipientship agreement to describe family goals, responsibilities, timetables, and strategies for achievement, as well as the inclusion of a tracking process.
6. Work collaboratively with parents to identify and continually access, either directly or through referrals, services/resources that are responsive to families' needs, goals, and interests to include emergency or crisis assistance, education, or appropriate interventions, as well as opportunities for continuing education.
7. Work with Sub-Recipient to ensure program is open to parents during program hours and parents are encouraged to observe children as often as possible, as well as participate with children in group activities.

30. Locations and Licensing of Program Facilities All Program locations, classrooms and facilities shall be approved by WISD in writing prior to serving any Program participants. Sub-Recipient shall ensure that Program locations and facilities meet the requirements of 45 CFR § 1303 Subpart E.

- a. The name and location of each of the Program facilities that will service Program participants pursuant to this Agreement is/are as follows:
 - i. YCS, Beatty Early Learning Center
 - ii. YCS, Perry Early Learning Center
 - iii. YCS, Ford Early Learning Center
- b. All Program facilities shall provide a drug and smoke-free environment.
- c. No Program location shall be opened, and no Head Start and/or Early Head Start funds shall be allocated or paid to any Sub-Recipient that operates a Program location, which does not have an appropriate Child Care License, in good standing, prior to providing services pursuant to this Agreement and throughout the term of this Agreement. Sub-Recipient shall also secure and maintain copies of current health inspection reports for each Program facility, as applicable. Sub-Recipient shall provide WISD with a copy of all relevant licenses and health inspection reports for each Program location operated by Sub-Recipient.

- d. If, at any time during the term of this Agreement, Sub-Recipient has any health clearance violations, license revocation, suspension (probationary status), or modification, has been issued or received an order to comply, or if Sub-Recipient in any other manner loses the clearance or license, Sub-Recipient shall give written notice to WISD within one (1) business day of any such event.
- e. Sub-Recipient shall promptly notify WISD of all actions taken by licensing authorities and county, city, fire, or health officials concerning any locations or facilities relating to this Agreement.
- f. WISD reserves the right to reallocate slots/funding when a childcare license is not in good standing.

HUMAN RESOURCES AND CONDUCT

31. **Human Resources Management** Sub-Recipient shall establish and maintain a system for the management of Program personnel, which shall include evaluation of employees' job performance. All wages paid by Sub-Recipient shall be in accordance with applicable Federal and State laws and regulations.

- a. If HHS, ACF, LARA or WISD, in their sole discretion, either singularly or jointly, at any time during the term of this Agreement, raise a concern regarding any Program personnel, Sub-Recipient shall promptly and in good faith seek to resolve the matter consistent with legally sound employment practices and shall notify the concerned agency of Sub-Recipient's actions to resolve the matter and their outcome.
- b. Sub-Recipient shall maintain all required records, which include all official documents related to the employment of each Program employee. Employee records shall be maintained in an orderly and accessible file system that is kept current. All such records shall be available to supervisors, accountants, auditors, and WISD. Credentials, background checks, the Code of Conduct and, if applicable, Compliance Plan, must be uploaded into each staff member's personnel tab in the ChildPlus database.
- c. Sub-Recipient shall provide proof of Criminal Record Clearance prior to hire date in the program.

32. **Code of Conduct** Sub-Recipient shall comply with the standards of conduct set forth in Exhibit G and as set forth below. All Sub-Recipient staff supporting Program activities shall be provided with a copy of the code of conduct to sign and acknowledgement of the same. This must be signed annually and uploaded into ChildPlus.

- a. Sub-Recipient must ensure that all employees engaged in the award and administration of contracts or other financial awards sign statements that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.
- b. Sub-Recipient must ensure protection of personal rights of children, which includes but is not limited to prohibiting the use of corporal punishment and withholding food.

- c. Sub-Recipient's employees and personnel shall not plan, initiate, participate in, or otherwise aid or assist in the conduct of any unlawful demonstration, rioting or civil disturbance and, if they do, their employment may be subject to immediate termination.
- d. Sub-Recipient shall abide by all applicable federal and Michigan laws and regulations regarding conflicts of interest, which require that no employee, officer, or agent of Sub-Recipient shall participate in the selection, award, or administration of a contract if any of the following has a material financial interest in the contract:
 - 1. The employee or a member of their immediate family;
 - 2. An organization in which any of the above is an officer, agent, or employee; or
 - 3. A person or organization with which any of the above individuals has any arrangement concerning prospective employment or compensation.

33. **Confidentiality** Sub-Recipient, its agents and employees, shall comply with WISD's policy on confidentiality, attached as Exhibit F.

34. **Nondiscrimination** No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity based on, race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected characteristic be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with, the Program. No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity may discriminate against any individual because of a handicapping condition in violation of section 504 of the Rehabilitation Act of 1973. Sub-Recipient must ensure nondiscrimination in operation of the Program in compliance with this section, 42 USC§ 9849 and governing HHS regulations, including 45 CFR Parts 80 and 84.

35. **Compliance with Laws** In the performance of this Agreement, Sub-Recipient will comply applicable laws, rules, and regulations, including those set forth in the Act and implementing regulations and state, local and municipal regulations concerning, but not limited to, licensing, planning, zoning, health, and safety. Sub-Recipient will provide documentation showing compliance within five (5) days in response to any request for the same by WISD.

36. **Policies and Procedures** Sub-Recipient shall provide Recipient with copies of any new relevant policies adopted by Sub-Recipient and copies of any policies which are revised during the period of this Agreement. Sub-Recipient shall obtain the approval of Sub-Recipient's Board, Head Start Policy Committee, and Recipient for any new or revised provisions before they are effective. The Sub-Recipient will notify the Recipient of any management changes prior to their implementation.

37. Sub-Recipient Personnel

- a. Sub-Recipient represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Recipient.
- b. Sub-Recipient will include a member of the Recipient's Leadership team on the interview panel when a vacancy occurs in the Sub-Recipient Head Start program director's position.
- c. In the event that HHS, OHS, or Recipient, in their sole discretion, either singularly or jointly, and with the involvement and approval of the Head Start Policy Council at any time during the term of this Agreement, desires the removal of any person or persons assigned by Sub-Recipient to perform services pursuant to this Agreement, Sub-Recipient shall remove any such person, to extent authorized by contract and/or applicable law immediately upon receiving notice from HHS, OHS, or Recipient.
- d. All newly hired Sub-Recipient Agency Head Start Directors and Content-Area staff members must attend a Recipient provided orientation within 30 days of start date.

38. Certification of Teachers and Other Staff Sub-Recipient shall employ teachers and other staff who meet certification or licensing requirements of the State, or if no state requirements are identified, the staff must meet the minimum requirements of 45 CFR 1302.91. This includes but not limited to:

- a. Head Start or Early Head Start Director
- b. Fiscal Officer (or equivalent)
- c. Child and Family Services Management Staff including Family, Health, and Disabilities management and Education management
- d. Child and Family Services Staff including Early Head Start center-based teachers, Head Start center-based teachers, Head Start Assistant Teachers, Family Child Care Providers, Center-based Teachers, Assistant Teachers and Family Child Care Providers, Home Visitors, Family Services Staff, and Health Professionals
- e. Coaches

39. Nepotism No member of the immediate family or significant others of any officer, director, executive or employee of Sub-Recipient or Recipient shall receive favorable treatment for enrollment in services provided by, or employment with, Sub-Recipient. In addition, neither Sub-Recipient nor any of Sub-Recipient's contractors shall hire, or cause or allow to be hired, a person into an administrative capacity or staff position funded pursuant to this Agreement, if a member of that person's immediate family is employed in an administrative capacity for Recipient, Sub-Recipient, or any employment contractor of Sub-Recipient. However, where an applicable Federal, State, or local statute regarding nepotism exists which is more restrictive than this provision, Sub-Recipient and Sub-Recipient's contractors shall follow the Federal, State, or local statute in lieu of this provision.

The term "member of the immediate family" includes: wife, husband, same-sex partner, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" refers to positions involving overall administrative responsibility for the Head Start Program, including members of the governing board or board of directors of Sub-Recipient, as well as other individuals who have influence or control over the administration of the program, such as the program director and deputy director, and persons who have selection, hiring, or supervisory responsibilities.

The term "staff position" refers to all staff positions providing services under this Agreement, such as teachers, teacher aides, drivers, family service workers, and food service workers.

ACCOUNTING AND FINANCIAL MANAGEMENT

40. **Agreement Limited to Head Start and Early Head Start Funds** Approved invoices shall be paid only from Head Start/Early Head Start funds granted to WISD by ACF. Sub-Recipient hereby waives any claim it may have against any non-Head Start funds of WISD.

41. **Invoices for Payment** To receive the payment provided for by this Agreement, Sub-Recipient shall submit to WISD complete and accurate invoices that specify the number of enrolled participants for the time-period of the invoice, subject to the requirements herein. Invoices shall be satisfactory to WISD in form and substance to qualify for payment.

- a. Invoices must include the following supporting documentation:
 - i. ChildPlus.Net enrollment report
 - ii. Proof of non-Federal share (in-kind) contribution
 - iv. Reimbursement is based on set cost per child applied over twelve billing cycles.
 - v. CACFP Meal Count report outlining children enrolled under this contract to verify participation in the CACFP program.
- b. Invoices must be submitted quarterly. Invoices must be submitted by the 15th day of the month following the month in which the services were performed, and the costs incurred. The quarterly dates are: 1st quarter: July-September; 2nd quarter October - December; 3rd quarter January-March and 4th quarter April – June. WISD shall make payment to Sub-Recipient within thirty (30) business days of receipt of Sub-Recipient's timely and accurate invoice. WISD shall have no obligation to pay Sub-Recipient for any amounts contained on invoices received more than thirty (30) days following termination or expiration of the Agreement.

42. **Close-Out** Sub-Recipient agrees to cooperate fully with WISD to ensure that Sub-Recipient's operation of the Program is closed-out within thirty (30) days of the expiration or termination of this Agreement. All materials and goods purchased with Head Start funds should be inventoried and submitted back to the WISD at the expiration and termination of this Agreement.

43. **Financial Management System** Sub-Recipient shall establish such fiscal controls and accounting procedures as required by ACF and WISD, by applicable laws and regulations, including 45 CFR Part 75 and 2 CFR Part 200, and in accordance with accepted accounting procedures.

44. **Other Income and Funding** Program must obtain prior written approval from WISD to execute the following:

- a. Program income generated because of any service or activity.
- b. Any additional funding that materially affects the cost and/or quality of the Program.
- c. Any funds obtained from other agencies related to the Program and/or for which Head Start and/or Early Head Start funds are allocated, including, but not limited to, food reimbursement payments.
- d. Sub-Recipient shall follow the requirements of 45 CFR Part 75 regarding the use of Program income. Sub-Recipient shall not expend Program income unless and until authorized, in writing, by WISD.
- e. WISD has sole discretion to determine how to apply budgeted Head Start and/or Early Head Start funds to supplement by additional Program funding or income.
- f. Program must obtain prior written approval of disposition of supplies/equipment funded under this Agreement.

45. **Disallowed Costs** Sub-Recipient will be liable for and will reimburse WISD any amounts expended under this Agreement found not to be in accordance with HS and/or EHS or found not to be in accordance with the provisions of this Agreement. Disallowed Costs are defined by 2 CFR 200 of the Uniformed Guidance. HHS, ACF, OHS, and WISD can identify a disallowed /unallowable cost. When a cost is disallowed, it must be repaid using a non-federal source.

REPORTING, OVERSIGHT AND RECORDKEEPING

46. **Reporting Requirements** Sub-Recipient must submit to WISD the reports specified in Exhibit C in the frequency specified therein and, in a form, and substance acceptable to WISD. Upon notice to Sub-Recipient, WISD may require Sub-Recipient to submit other or additional reports or may change the frequency of reporting required by this Agreement. Failure to provide timely reports regarding potential or actual claims and incidents relating to the Program is a material breach of this Agreement and a threat to the health and safety of Program participants, and as such, may result in immediate termination of this Agreement.

47. **Audit and Monitoring** Sub-Recipient shall cooperate with any audits performed by or on behalf of WISD and which relate to the Program and /or this Agreement, including but not limited to audits performed pursuant to 2 CFR Part 200

- a. The Office of the Inspector General, the Comptroller General, the federal government, and WISD, or their individual designees, including but not limited to independent auditors, shall have the right to monitor and audit Sub-Recipient and all subcontractors providing services under this Agreement through on-site inspections and audits and other lawful means. Such monitoring and audits shall be conducted at the discretion of anyone of the above-identified entities authorized by applicable laws and regulations. Sub-Recipient agrees to accept responsibility for receiving and/or complying with any audit findings and recommendations relating to Sub-Recipient's performance under this Agreement.

- b. Sub-Recipient shall conduct audits relating to its solvency and/or its operation of the Program as required by best accounting and management practices, and by Federal and /or State laws and regulations. Upon WISD's request, Sub-Recipient shall make any such audits promptly available to WISD.
- c. Sub-Recipient shall make the following documentation available to WISD upon request for review and monitoring: Payrolls, receipts, paid invoices, contracts, vouchers, cashed checks, applicable government licenses, and any other documentation related to the performance of this Agreement and its obligations hereunder, the Program, and any Services provided herein.
- d. Sub-Recipient also agrees to pay Recipient within thirty (30) work days of demand by Recipient the full amount of Recipient's liability, if any, to the applicable funding agency resulting from any audit exceptions relating to Sub-Recipient's performance under this Agreement. The Sub-Recipient does not have appeal rights for audit findings.

48. WISD Oversight and Audit of Programs

- a. As specified in 45 CFR § 75.342, WISD shall monitor the performance of Program activities on an ongoing basis in accordance with the monitoring schedule prior to the start of the program year. WISD shall review each program, functions, and activity to assure that adequate progress is being made towards achieving the goals of the Program, including the goal of sound fiscal management, Sub-Recipient shall cooperate in all ways to assist WISD in these monitoring activities.
- b. WISD shall conduct an annual Program assessment using the applicable ACF program or a self--assessment process. Sub-Recipient must participate in WISD's self-assessment process by participating in training activities, completing assessment reports and preparing plans to correct non-compliances or deficiencies that are or may be identified through the assessment process. Sub-Recipient further agrees to participate in the Federal On-Site Review process conducted of the WISD by the Department of Health and Human Services, Office of Head Start, as identified.
- c. The Sub-Recipient must follow all Head Start and WISD Head Start approved policies and procedures. Failure to do so may lead to Sub-Recipient having deficiencies recorded and action plans created and ultimately termination of this Agreement.

49. Access to Records, Site and Personnel In accordance with the provisions of 45 CFR § 75.364, WISD, the HHS awarding agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, including independent and internal auditors, must have the right of access to any facilities, sites, documents, papers, digital records, or other records of Sub-Recipient and any subcontractors that relate to this Agreement or any aspects of the Program, including Program finances, staffing, operations and management. The right to access herein includes the right to copies of any such records. The right to access also includes access to personnel of Sub-Recipient and sub- contractors to interview regarding the Program and Program documents.

- a. This right of access shall continue for as long as records are retained but, in no event, be less than the required retention period set forth herein, below.
- b. Such access must be granted by Sub-Recipient, and any contractor employed by Sub-Recipient, at any reasonable time or during normal business hours. In the event the records sought are maintained outside Washtenaw County, Sub-Recipient shall, at its sole cost, make said records available at WISD's principal place of business within ten (10) days after receipt of written notice from WISD.

50. **Public Access** Sub-Recipient shall provide reasonable public access to information and records pertaining to the Program. Pursuant to 45 CFR § 75.364, Sub-Recipient shall not impose any conditions which limit public access to records and information, except that Sub-Recipient shall not release records or information which WISD has determined are confidential and are excepted from disclosure. This section does not require Sub-Recipient to permit public access to Sub-Recipient's non-Program records.

51. **Record Retention** Sub-Recipient shall retain all financial and programmatic records, supporting documents, statistical records and other records of contractors and subcontractors for a period of three (3) years from the starting dates as specified in 45CFR § 75.361 subject to the following qualifications:

- a. If any claim, negotiation, audit, or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it.
- b. If records are transferred to WISD by Sub-Recipient, upon the sole determination of WISD that the records will be continuously needed for the joint use of WISD and Sub-Recipient, WISD shall assume the responsibility for retention of these records.
- c. If this Agreement is terminated or if Sub-Recipient is not refunded in subsequent years, the record retention requirement remains applicable. At WISD's sole option, some or all the records related to the performance of this Agreement may be ordered transferred to WISD. To the extent that such records are transferred to WISD, WISD shall assume the responsibility for retention of these records.
- d. If prior to termination of the three (3) year period WISD has notified Sub-Recipient of a longer period of retention required by applicable law or regulation, Sub-Recipient shall comply with the longer period of retention as set forth in WISD's notice.

52. **Reporting of Salaries and Wages** Charges to the Head Start Program for salaries and wages of Sub-Recipient's employees shall be based upon documented payrolls approved by a responsible official of Sub-Recipient. The distribution of salaries and wages must be supported by personnel activity reports as specified herein. Reports reflecting the distribution of activity of each employee must be maintained for all Head Start staff members, professional and non-professional, whose compensation is charged, in whole or in part, directly to the Head Start Program. Reports maintained by Sub-Recipient to satisfy these requirements shall meet the following standards:

- a. The reports shall reflect an after-the-fact determination of the actual activity of each employee. Budget estimates do not qualify as support charges to the Head Start Program.
- b. Each report shall account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to Sub-Recipient.
- c. The reports shall be signed by the individual employee and the responsible supervisor having first-hand knowledge of the activities performed by the employee, and state that the distribution of activity represents a reasonable portrayal of the actual work performed by the employee during the periods covered by the reports.
- d. This report is due to the WISD Early Childhood Finance Manager on a quarterly basis.

CORRECTIVE ACTION, REMEDIES AND NON-APPEAL

53. **Procedures for Corrective Action** Prior to termination and in the event of a defect of deficiency in the operation of the Program by Sub-Recipient, its agents, employees, or contractors, WISD, in its sole discretion, may provide Sub-Recipient an opportunity to remedy the noncompliance and take corrective action according to the procedures set forth herein.

- a. WISD may give written notice to Sub-Recipient which sets forth the nature of Sub-Recipient's noncompliance and a procedure to cure the noncompliance and a deadline by which Sub-Recipient must have completed corrective action and provided WISD evidence of compliance. WISD, in its sole discretion and based on the circumstances, will determine the appropriate corrective action and time for compliance.
- b. WISD may impose any conditions on Sub-Recipient's performance that are required by HHS /OHS and attached to its Notice of Award if such conditions impact or are required of Sub-Recipient to implement this Agreement. Conditions include but are not limited to the following:
 - i. Any concern identified by WISD as potentially qualifying as being an area of noncompliance must be resolved within the time herein.
 - 1. Any noncompliance identified by WISD must be resolved within thirty (30) days of the date that WISD has given Sub-Recipient notice of the alleged noncompliance.
 - 2. Any areas of noncompliance not corrected within thirty (30) days of the date that WISD has given Sub-Recipient notice of the alleged noncompliance will be termed a deficiency by WISD. Deficiency is defined as: a threat to the health, safety, or civil rights of children or staff; a denial to parents of the exercise of their full roles and responsibilities related to program operations; a failure to comply with standards related to early childhood development and health services, family and community Sub-Recipientships, or program design and management; the misuse of Head Start funds; loss of legal status or financial viability loss of permits,

debarment from receiving Federal grants or contracts, or the improper use of Federal funds; failure to meet any other Federal or State requirement, including but not limited to LARA, that the agency has shown an unwillingness or inability to correct, after notice from the Secretary of HHS, within the period specified; systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or an unresolved area of noncompliance.

3. WISD shall give Sub-Recipient written notice of any alleged deficiency and any deficiency that remains uncorrected after thirty (30) days from the date of this Notice of Deficiency may result in loss of funds.

- c. WISD may provide, or provide for, reasonable technical assistance to aid in correcting the noncompliance upon the request of Sub-Recipient.

54. **De-obligation of Funds** WISD may de-obligate or reduce the funds provided for by this Agreement as set forth herein. Full Enrollment is defined by the ability of the Sub-Recipient to not fall below 97% enrolled for four consecutive months and also filling a vacant slot within a 30-day window.

- a. Should Sub-Recipient fail to achieve and maintain full enrollment by providing licensed facilities and adequate qualified staff in the Program or otherwise fail to meet its performance standards as identified in this Agreement or fail to properly or timely expend the funds allocated pursuant to this Agreement.
 - b. Should funding to WISD relating to the performance of this Agreement be reduced, WISD may de-obligate or reduce funds allocated to Sub-Recipient in proportion to the amount reduced by the funding entity.
 - c. In the event of de-obligation or reduction of funds as set forth herein, WISD will provide Sub-Recipient written notice of the action and may unilaterally amend this Agreement and supporting exhibits to reflect the de-obligation.

55. **Early Termination of Agreement** The Parties may terminate this Agreement, in whole or in part, as set forth below. The right to terminate is not exclusive and is in addition to any other rights and remedies provided by law or this Agreement.

- a. **Termination by WISD.** WISD may terminate this Agreement without cause upon sixty (60) days' written notice, unless otherwise provided herein. This Agreement may be terminated by WISD immediately for cause, upon occurrence of any of the following conditions:
 - i. If Sub-Recipient, or any of its subcontractors, causes a breach of any material term of this Agreement. A material breach shall include but is not limited to intentional misrepresentations of Program data or enrollment or making false certifications by this Agreement, fiscal mismanagement, and failure to comply with applicable laws, regulations, and performance standards in Program operations.
 - ii. If Sub-Recipient dissolves, defaults, becomes insolvent, has assignment for the benefit of creditors, commences a bankruptcy or

insolvency proceeding, has a receiver appointed for its property, or otherwise cannot pay its debts as they become due.

- iii. Sufficient funds are no longer available from the funding source(s). Failure to provide timely and accurate reports regarding potential or actual claims and incidents relating to the Program.
 - iv. If Sub-Recipient is unable or unwilling to comply with any additional Program requirements as may be lawfully applied by HHS or WISD.
 - vi. If there is a threat to the health or safety of Program staff and/or participants.
- b. Termination by Sub-Recipient. Sub-Recipient may terminate this Agreement, with or without cause upon written notice to WISD. The effective date for a termination by Sub-Recipient shall be agreed between the parties and must allow for the most efficient and effective transfer of services provided for by the Agreement, but in no event shall be less than sixty (60) days from the notice of termination.
- c. Cooperation. In the event of a termination, Sub-Recipient agrees to cooperate with WISD to close out Program operations or transition Program operations as applicable. Any property procured by Sub-Recipient with Head Start funds and all Program documents, data, studies, and reports shall, at the option of WISD, become the property of WISD or be otherwise disposed of as directed by WISD.
- d. Costs after Termination. Sub-Recipient shall not incur any debt or obligation relating to the Program after the effective date of such termination, unless expressly authorized in writing by WISD. WISD shall pay Sub-Recipient for services provided through the date of termination, except that WISD may withhold payment to Sub-Recipient to act as a set off until such time as the exact number of damages owed to WISD is determined, in the event damages are disputed.

56. **Liability; No Waiver** WISD shall have no liability to Sub-Recipient for any damages, including consequential damages, incurred because of a de-obligation of funds or for termination of this Agreement as provided for herein. Neither party shall be relieved of liability to the other party for any damages sustained by that other party by virtue of any breach of the Agreement by the first party or resulting from an improper termination of this Agreement by the first party. The remedies under this section do not constitute a release or waiver of liability by either Party unless provided in writing.

57. **Sub-Recipient Appeal Procedures** Sub-Recipient may appeal a termination of this Agreement by the Recipient consistent with 45 CFR Part 1303.33 RECIPIENT'S Appeal Procedures are attached in this Agreement as Exhibit P.

58. **Property**

- a. Notwithstanding any other provision of this Agreement, Sub-Recipient shall not make any improvement to real property or equipment purchased with

Head Start/Early Head Start funds obtained through this Agreement in the amount of \$5,000 or more without the advance written approval of WISD.

- b. Sub-Recipient shall exercise due care in the use, maintenance, protection, and preservation of WISD- owned property, which shall include insurance coverage against loss or damage to such property, with funds provided under this Agreement.
- c. Sub-Recipient shall keep an inventory of all property acquired with Program funds and submit to the WISD annually by May 30th. Sub-Recipient shall deliver all such property to WISD upon termination of this Agreement. Sub-Recipient must seek prior approval in writing from the WISD to dispose, destroy, or improve supplies purchased with Head Start or Early Head Start funds.

60. **Insurance** During the term of this Agreement, Sub-Recipient shall maintain insurance coverages in conformance with the provisions of Exhibit E. The Sub-Recipient must maintain and provide a copy of insurance to the WISD on an annual basis, by June 30 with submission of annual signed contract.

60. **Delegation/Subcontracting/Assignment** Sub-Recipient's obligations under this Agreement may not be transferred by subcontract, assignment, delegation, or notation without the prior express written consent of WISD. Any attempt by Sub-Recipient to assign, Sub-Recipient or subcontract any performance of its obligations hereunder without the written consent of WISD, may be deemed void within WISD's sole discretion. Any such subcontract, delegation, or assignment shall be subordinate to the terms of this agreement. Any subcontractor, Sub-Recipient or assignee shall be subject to all applicable provisions of this Agreement, and all applicable Federal, State, and local laws and regulations.

61. **No Third-Party Obligations** Sub-Recipient may not enter any written or oral contracts for the operation of any part of the Program without the prior written approval of WISD. Staffing Agencies that appropriately screen school personnel (i.e. EduStaff) and itinerant staff will be allowed for the Sub-Recipient to use as the absence and leave system for staff and other areas of shortages.

62. **Indemnification** Except for the intentional or willful misconduct of the parties, to the extent permitted by law, including but not limited to the restrictions in MCL 380.11a and MCL 380.601a as currently judicially interpreted, the parties shall indemnify one another for all claims arising from third parties concerning services provided under this Agreement.

63. **Press Release and Communication** Communication with the press, television, radio, or any other forms of media Sub-Recipient shall make specific reference to WISD as the sponsoring agency, which is funded by the Administration for Children and Families, Department of Health and Human Services. All contacts with the media concerning the operation of the Program shall be reported immediately to WISD.

64. **Entire Agreement/Modifications** This Agreement constitutes the entire agreement between the Parties. Except as otherwise provided in this Agreement, this Agreement may be modified, altered, or revised only on the written consent of both parties hereto. The parties acknowledge this Agreement is subject to any additional restrictions, limitation, policies, or conditions enacted, by the federal or state government, any applicable local government or any law or regulation enacted, by the federal or state government or any applicable local government which may affect the provisions, terms, or funding of this Agreement, and WISD may unilaterally amend this Agreement solely in this regard.

65. **Severability** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

66. **Titles** The titles to the paragraph of this Agreement and the Exhibits thereto are solely for the convenience of the parties and are not an aid in the interpretation of this Agreement.

67. **Waiver** No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Party against whom waiver is asserted.

68. **Attorney's Fees** If a Party brings a legal action to interpret or enforce this Agreement, the prevailing Party shall recover, in addition to any other relief, reasonable attorney's fees and costs incurred in such action. If no monetary relief is granted, the prevailing Party shall be as determined by the Court.

69. **Michigan Law** Except where controlled by federal statutes or administrative regulations, this Agreement shall be governed according to the laws of the State of Michigan.

70. **Venue** Any legal action brought to interpret or enforce this Agreement shall be brought in a Michigan court of competent jurisdiction.

71. **Notices** Any notice required by this Agreement shall be deemed to have been sufficiently communicated when (1) personally delivered; or (2) on the second business day after mailing by overnight delivery, postage prepaid to the following: Ypsilanti Community Schools, Attn: Dr. Alena Zachery-Ross, Superintendent, 1885 Packard St., Ypsilanti, MI 48197; and Washtenaw Intermediate School District, Attn: Naomi Norman, Superintendent, 1819 S. Wagner Rd., Ann Arbor, MI 48103.

72. **Authority** By signing below, the signatories represent they have the authority to execute this Agreement on behalf of the respective Parties.

73. **Time is of the Essence** Time is of the essence in the performance of this Agreement.

74. **Definitions** All abbreviations and acronyms in this Agreement shall have the meaning defined by this Agreement, or where not defined herein, as defined by the Act and implementing regulations.

IN WITNESS WHEREOF. the parties hereto have caused this Agreement to be signed in their names and on their behalf by their duly authorized representatives effective as of the effective date first written above.

Ypsilanti Community Schools

Washtenaw Intermediate School District

Name

Name

Title

Title

Date

Date

EXHIBIT A
REIMBURSEMENT REQUEST

Period of this Request:		Through :		Submission #:	
Description	APPROVED BUDGET	CUMULATIVE EXPENSES	PREVIOUSLY APPROVED	CURRENT EXPENSES	(OVER) / UNDER
Personnel					
Lead Teacher-salaries	\$ 377,446.00	\$ -	\$ -	\$ -	\$ 377,446.00
Associate Teacher-salaries	\$ 172,816.00	\$ -	\$ -	\$ -	\$ 172,816.00
Family Support Worker-salaries	\$ 48,512.00	\$ -	\$ -	\$ -	\$ 48,512.00
Office Professional- salaries	\$ 8,496.00	\$ -	\$ -	\$ -	\$ 8,496.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Lead Teacher-benefits	\$ 301,731.00	\$ -	\$ -	\$ -	\$ 301,731.00
Associate Teacher-benefits	\$ 101,000.00	\$ -	\$ -	\$ -	\$ 101,000.00
Family Support Worker- benefits	\$ 32,000.00	\$ -	\$ -	\$ -	\$ 32,000.00
Office Professional- benefits	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00
		\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Child and Family service supplies	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreters	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ 1,050,751.00	\$ -	\$ -	\$ -	\$ 1,050,751.00
Signature of Sub-Recipient Business Office Official		Date Signed			

INFORMATION

1. Report Head Start expenditures on this form. Monies expended from local or other federal sources should be excluded.
2. Report only actual expenditures. Do not use estimates.
3. Report all expenditures on this report at the end of each period on a year-to-date basis.
4. At a minimum, this report is to be completed at the end of each calendar year quarter.
5. Attach records of line item expenditures with the quarterly report.
6. Attach Grant Funded Personnel Report.
7. Reports are to be received by the WISD within 15 days of the end of each quarter.
8. Send reports to LaDawn White, Preschool Grant Manager, Washtenaw Intermediate School District, 1819 S. Wagner Road, Ann Arbor, MI 48106
9. Questions concerning Head Start expenditures should be directed to LaDawn White whitel@washtenawisd.org

By signing the reimbursement request, I certify that this report was prepared by, or in cooperation with the business office. I further certify that the Agency records provide proper accountability for reported revenues and expenditures.

Staffing and Volunteers- Appropriately qualified, trained staff will be employed to provide services and ensure required child/staff ratios and volunteers will be fully utilized whenever possible. WISD may request Sub-Recipient to employ additional staff to support the program and services when existing staffing structures are not sufficient.

EXHIBIT B

CONTACTS ROSTER

Title	Contact Person WISD 734-994-8100
Executive Director	Edward Manuszak x1275
Assistant Director	Alicia Kruk x1272
Preschool and Early Ed Coordinator	Kim Whiren x1322
Family Services Coordinator	Althea Wilson x3078
Grants Manager	LaDawn White x1384
Office Professional	Joe Allison x1832
Family Community Sub-Recipient Specialist	Niema Lewis (nlewis@washtenawisd.org)
Family Support Specialist	TBD
Family Support Specialist	TBD
ERSEA Specialist	Christine Messer x1565
Health Specialist	Diana McPeck x3092
Education Manager	Melissa Pinsky x3071
Quality Assurance Specialist	Teresa Harrington x3079
Data Intake Specialist	Julie Simpson x1551
Mental Health Specialist	Carly Ly x1834

EXHIBIT C

MONTHLY REPORT CHECKLIST

Sub-Recipient/Site: _____ Month/Year of: _____

In accordance with Part 1304.51(h)(1) of the Head Start Performance Standards, the following reports are due at the WISD Head Start Office by the 5th of each month, following the month being reported. To assist you in submitting a complete package of reports, use this checklist as you gather materials, checking each item as you include it in the packet, putting the forms in the order listed.

- ☐ Quarterly Reimbursement Sheet (July-September due October 15) (October-December due January 15) (January- March due April 15) (April-June due July 15)
- ☐ Directors Monthly Report- to be completed in Child Plus no later than the 5th of each month
- ☐ Health & Safety Checklist- prior to the first day with students
- ☐ Community Assessment (Due February 15)
- ☐ Quality Improvement Documentation
- ☐ Audit report (Due 180 days after the end of the Sub-Recipient fiscal year)
- ☐ Inventory of all equipment (Due May 15, 2025)
- ☐ Budget and Narrative to be submitted into GABI February 15, 2025 (attach copy)
- ☐ Any changes in program (including names of new staff with credentials)
- ☐ Any changes in Parent Representatives to Policy Council
- ☐ Sub-Recipient Recruitment Plan and Efforts (uploaded in ChildPlus: Monthly)
- ☐ Policy Committee Minutes including year to date budget report(uploaded in ChildPlus: Monthly)
- ☐ Other (please specify): _____

WITHIN 24 HOURS REPORTING REQUIREMENTS

Item	Requirement/Policy	Instruction/Notes
Licensing Visit/Violation	Contract requirement	E-mail notification to Partner Manager report from CCL on all visits within 24 hours
Child Suspension	HSPS 1302.17/ Contract requirement	E-mail notification to Partner Manager
Incident/Notification of Claims Reports	Contract requirement	See Contract for specific information
Ouch/ Accident Reports		All Ouch and/ or Accident Reports must be made available for review within 24 hours of occurrence

FY24 Incident Reporting Form

How to Use This Resource

When health and safety incidents occur, Head Start recipients are required to report to the Office of Head Start (OHS) Regional Office immediately or as soon as practicable, and not later than seven calendar days following the incident. Head Start recipients should not wait for the completion of state or other investigations but should report immediately or as soon as practicable.

Recipients are responsible for reporting the following incidents, precipitated by staff, consultants, contractors, or volunteers, of:

- Potential child abuse, neglect, and inappropriate conduct by program staff, consultants, contractors or volunteers.
- Inadequate supervision.
- Unauthorized release.
- Child injuries resulting from intentional or unintentional acts (such as playground injuries) that require either hospitalization or emergency room medical treatment, such as a broken bone; a severe sprain; chipped or cracked teeth; head trauma; deep cuts; contusions or lacerations; or animal bites.

This sample form can be used or adapted to fulfill this requirement; however, it is not required. If the recipient has an incident form readily available containing the information requested on this form, then the recipient's existing form may be used.

Submit this form, or the recipient's incident form with similar information, via the Head Start Enterprise System (HSES) Correspondence tab, with attention to your assigned Program Specialist, and copy the Supervisory Program Specialist or Regional Program Manager. Please include all information or documentation pertinent to the incident being reported. Please do not include any personal identifiable information (PII) for children and adults involved in the incident.

If you have any questions or need assistance completing this form, please reach out to your assigned Program Specialist.

FY24 Incident Reporting Form

Sample Incident Reporting Form

Part 1: Program Information

Recipient Name: Washtenaw Intermediate School District

Grant(s) #: 05CH010612-06-00

Subrecipient/Partnership: _____

Incident Number	Date incident occurred	Date recipient became aware of incident	Date reported to state, local, or tribal entities	Date reported to OHS
Incident 1				
Incident 2				
Incident 3				

Part 2: Reporting

Has the recipient made reports to the following parties, as needed?

Additional Reporting	Notified? (Y/N/NA)	Date Notified	Additional Details (mode of notification, etc.)
Families of involved or potentially affected children (such as children in the same classroom, setting, etc.)			
Licensing agency or tribal agency			
Law enforcement			
Child Protective Services			
Governing body			
Policy Council			

If law enforcement was involved, please provide the details of their involvement:

If this was reported by a public media source, please provide the details of the news outlet (newspaper, stations, available video, including links to the sources):

FY24 Incident Reporting Form

Is video footage available for any of the reported incidents? Please provide a link to the video available.

Current Status of Incident Investigation

- ☐ Information Gathering (information still being gathered by recipient)
- ☐ Alleged, under investigation by state, local, or tribal entity
- ☐ Substantiated (details have been fully investigated and allegations are substantiated)

Additional details:

Part 3: Type of Incident

Select the type of incident:

☐ **Serious Child Injury**

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

☐ **Inadequate Supervision**

Incidents involving lack of supervision while in the care or under the supervision of program staff, consultants, contractors, or volunteers, which includes leaving a child alone anywhere on the grounds of a Head Start facility, as well as outside the facility in a parking lot, on a nearby street, or on a bus or another program-approved transportation or excursion.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

- o Number of minutes of Inadequate Supervision _____
- o Child left inside or outside _____

☐ **Unauthorized Release**

Incidents where a child is released from a Head Start facility, bus, or other program-approved transportation to a person who does not have the permission or authorization from the child's parent or legal guardian to receive the child, or to a location where no adult is present.

Which incident does this apply to?

☐ Incident 1

☐ Incident 2

☐ Incident 3

FY24 Incident Reporting Form

Which of the following best describe the incident? Check all that apply.	
Child is released to an unauthorized adult who is <i>known</i> to the program and/or the child's parent or legal guardian, and...	
The parent or legal guardian has previously given verbal authorization to the program to release the child to this individual.	
The parent or legal guardian has NOT previously given verbal authorization to the program to release the child to this individual.	
The individual is under the age of 18, such as siblings or other relatives.	
The parent or legal guardian has previously informed the program NOT to release the child to this individual because the adult presents risk to the child.	
Child is released to an unauthorized adult who is <i>unknown</i> to the program and/or the child's parent or legal guardian (stranger).	
Child is released to the wrong location or to a location without any adult supervision.	

☐ **Potential Abuse, Neglect, or Inappropriate Conduct**

Incidents involving program staff, consultants, contractors, or volunteers that instill fear or humiliate a child, or incidents involving suspected or known physical, verbal/emotional, or sexual child abuse.

Which incident does this apply to? ☐ Incident 1 ☐ Incident 2 ☐ Incident 3

Review the definitions below and select the best description of the potential abuse, neglect, or inappropriate conduct reported:

☐ **Physical abuse** is the intentional act by a staff member, consultant, contractor, or volunteer to cause physical harm to a child's body. Physical abuse may result in bruises, lacerations, fractured bones, burns, internal injuries, or serious bodily harm. Select which of the following actions were reported:

- ☐ **Binding** (may also be reported as tying or taping)
- ☐ **Hitting** (may also be reported as smacking, swatting, tapping, slapping, spanking)
- ☐ **Kicking**
- ☐ **Pinching** (may also be reported as poking)
- ☐ **Pulling** (may also be reported as dragging, tugging, grabbing, yanking)
- ☐ **Punching** (may also be reported as popping or striking)
- ☐ **Pushing** (may also be reported as shoving)
- ☐ **Shaking**
- ☐ **Throwing** (may also be reported as tossing, launched, flung)
- ☐ **Corporal or Physical Punishment**
- ☐ **Other** _____

FY24 Incident Reporting Form

- ☐ **Verbal or emotional abuse** occurs when an adult's actions or inactions cause harm to a child's psychological or intellectual functioning. Select which of the following actions were reported:
- ☐ Using isolation to discipline a child
 - ☐ Using toilet learning/training methods that punish, demean, or humiliate a child
 - ☐ Use of public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child
 - ☐ Use of profanity, sarcastic language, threats, or derogatory remarks about the child or child's family
- ☐ **Sexual abuse** is a term used to describe the employment, use, persuasion, inducement, enticement, or coercion of a child to engage in, or assist another person to engage in, sexually explicit conduct or the rape, molestation, prostitution, or other form of sexual exploitation of children, or incest with children.
- ☐ **Inappropriate Sexual Behavior:**
Any conduct that does not meet the definition of sexual abuse but is derogatory in nature, such as:
- ☐ Verbal comments, gestures, pictures shown, or other communication of a sexual nature to a child by a staff member, consultant, contractor or volunteer.
 - ☐ Making comments that are demeaning, sexually suggestive, or derogatory about gender, body, or clothing.
- ☐ **Neglect:**
Child neglect is frequently defined as the failure of a staff member, consultant, contractor, or volunteer with responsibility for the child to provide needed food, clothing, shelter, and/or medical care to the degree that the child's health, safety, and well-being are threatened with harm.
- ☐ **Inappropriate Conduct:**
Inappropriate conduct is any behavior exhibited by a staff member, consultant, contractor, or volunteer and a child(ren) that is not best practice. The intent of the conduct may be to stop or prevent a child from engaging in an action or behavior, but it is *not* executed in a way that supports age-appropriate behavioral management techniques. Select which of the following actions were reported:
- ☐ Using or withholding food as a punishment or reward
 - ☐ Using physical activity or outdoor time as a punishment or reward
 - ☐ Use of blame or negative labeling of a child
 - ☐ Restraining (does not cause bodily injury)
 - ☐ Pulling (does not cause bodily injury)
 - ☐ Pushing (does not cause bodily injury)
-

FY24 Incident Reporting Form

Part 4: Incident Details

Please fill in requested information in the table below.

	Incident 1	Incident 2	Incident 3
Center name(s)			
Location of incident (e.g., classroom, hallway, playground)			
Time of incident			
Number and ages of children involved			
Activity taking place at the time of the incident			
Classroom ratio at the time of the incident			

Child and Family Information

	Incident 1	Incident 2	Incident 3
Was a child injured as a result of the incident, and if so, what medical care was provided?			
What support has been provided to families of children involved? When was the support provided?			
Is the child still enrolled in the program?			

Adults Involved in the Incident (add details or additional lines as needed):

	Which incident(s) was this adult involved in?	Title and Type of Employment Indicate the title of the individual (do not include an individual's name) and the type of employment (permanent, temporary, substitute, volunteer, contractor)	Hire/Start Date of Individual	Current employment status (e.g., currently working, on leave, terminated)	Date of last criminal record check (CRC)
Adult 1					
Adult 2					
Adult 3					
Adult 4					

EXHIBIT D

DRUG-FREE WORKPLACE REQUIREMENTS RECIPIENTS OTHER THAN INDIVIDUALS

By signing and/or submitting this application or grant agreement, the recipient is providing the certification set out below.

This certification is required by regulations implementing the Drug-Free Workplace Act of 1988, 45 CFR, Part 76, Subpart F. The regulations published in the January 31, 1989 Federal Register, require certification by recipients that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when HHS determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for recipients other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the recipient does not identify the workplaces at the time of application, or upon award, if there is no application, the recipient must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the recipient's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of building) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority of State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the recipient shall inform the agency of the change(s), it previously identified the workplaces in question (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Recipients' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 USC 812) and as further defined by regulations (21 CFR, 1308.11 through 1308.15). "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes; "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing use, or possession of any controlled substance; "Employee" means the employee of a recipient directly engaged in the performance of work under a grant including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact of involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the

performance of work under the grant and who are on the recipient's payroll. This definition does not include workers not on the payroll of the recipient (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the recipient's payroll; or employees of subrecipients or subcontractors in covered workplaces).

The recipient certifies that it will provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The recipient's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, employee assistance programs
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- e) Notifying the agency in writing within ten days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) through (f).

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

By signing this certification, the offeror/contractor (for acquisitions) or applicant/recipient (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which subrecipients shall certify accordingly.

EXHIBIT E
INSURANCE REQUIREMENTS

Certificate of Insurance shall be provided to WISD.

Types of Insurance Sub-Recipient: Minimums

General Liability	\$1,000,000 per occurrence/\$2,000,000 policy aggregate
Abuse/Molestation	\$500,000 per occurrence/\$1,000,000 policy aggregate
Professional Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Employment Practices Liability	\$1,000,000 per claim/\$1,000,000 aggregate
Worker's Compensation	\$1,000,000 per occurrence

EXHIBIT F

CONFIDENTIALITY OF PARTICIPANT RECORDS

It is the responsibility of all WISD and Sub-Recipient employees, contractors, and agents to safeguard sensitive and Confidential Information of their clients. Each supervisor /manager bears the responsibility for the orientation and training of his/her employees to ensure enforcement of the confidentiality policy.

WISD and Sub-Recipient employees, contractors or agents may not at any time disclose or use, either during current or subsequent employment, any Confidential Information or other sensitive information, knowledge, or data that is received or developed during employment with WISD or Sub-Recipient.

The term "client" includes students and their parents or guardians.

Confidential information is included but is not limited to the name, address, phone numbers and emails of clients, services provided to clients, reason(s) for such services, client employment or financial history, and all student records (relating to academics, physical or mental health, disciplinary action or otherwise).

Confidentiality shall always be maintained except as disclosure of such information is authorized by the funding source contract provisions, pre-authorization from client, or as required by law or court order.

EXHIBIT G
STANDARDS OF CONDUCT

WISD abides by the Head Start Standards of Conduct as identified in Head Start Program Performance Standard 45 CFR 1302.90(c), requiring staff, Sub-Recipients, consultants, and volunteers to abide by the program's standards of conduct that:

1. Ensure staff, consultants, contractors, and volunteers implement positive behavior strategies to support children's well-being and prevent and address challenging behavior.
2. Ensure staff consultants, contractors, and volunteers do no maltreat or endanger the health and safety of children, including, at a minimum, that staff must not: use corporal punishment; Use isolation to discipline a child; bind or tie a child to restrict movement or tape a child's mouth; use or withhold food as a punishment or reward; use toilet learning/training methods that punish, demean, or humiliate a child; use any form of emotional abuse, including public or private humiliation, rejecting, terrorizing, extended ignoring, or corrupting a child; physically abusing a child; use any form of verbal abuse, including profane, sarcastic language, threats, or derogatory remarks about the child or child's family; or, use physical activity or outdoor time as a punishment or reward.
3. Ensure staff, consultants, contractors, and volunteers respect and promote the unique identity of each child and family and do not stereotype on any basis, including gender, race, ethnicity, culture, religion, disability, sexual orientation, or family composition.
4. Require staff, consultants, contractors, and volunteers to comply with program confidentiality policies concerning personally identifiable information about children, families, and other staff members in accordance with subpart C of part 1303 of this chapter and applicable federal, state, local, and tribal laws; and,
5. Ensure no child is left alone or unsupervised by staff, consultants, contractors, or volunteers while under their care.

EXHIBIT H

HEALTH AND SAFETY PROTOCOLS

Sub-Recipient is required to follow state licensing regarding violations and in addition to licensing, notification to WISD is also required. Licensing Type "A" or "B" violations in any classrooms or outdoors with Head Start/Early Head Start children must be reported to WISD within 24 hours. All other types of violations must be reported to WISD within 48 hours of incident. In addition, any relevant CCL communication received and provided to CCL must be reported to WISD, (i.e., CCL report received, Unusual Incident reports, corrective action plan created in response to violation).

A program must establish a system of health and safety practices that ensure children are always kept safe. Daily checks prior to children arriving, a safety inspection needs to take place for the interior and exterior of the facility, and a monthly inspection for safety. REFERENCE: Performance Standard 1302.47 Safety Practices. This system must be shared with WISD and allow WISD to view the monitoring in place, as well as visit and complete onsite monitoring using the tools created.

A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with Performance Standard 1302.102 that include policies and practices to ensure all facilities, equipment and material, background checks, safety training, safety and hygiene practices, and administrative safety procedures are adequate to ensure child safety. This will include a disaster preparedness plan for each location to include natural and manufactured disasters and emergencies. To ensure the safety of the staff and children, emergency drills (fire, earthquake, and intruder) are required to be conducted on a regular basis throughout the school year. Fire drills are conducted monthly, with the first one completed the same month as program year starts. Earthquake and intruder alert drills will be conducted twice a program year per location. REFERENCE: Performance Standard 1302.47, 1302.90; CA code of regulations, Title 19, CA fire code (403.5.1).

A center base program must have at least thirty-five square feet of usable indoor space per child available for the care and use of children, (exclusive of bathrooms, halls, kitchen, staff rooms, and storage spaces) and at least 75 square feet of usable outdoor play space per child. REFERENCE: Performance Standard 1302.21 (d).

Everyone is responsible for the supervision and well-being of all children in the classroom and outdoor playgrounds. It is the expectation that staff are aware at all times of the children in their care, how many children, and where they are while in their care. The set up in the classroom or the family childcare home must be designed in a way to prevent children from getting into any unsupervised areas inside or outside on the playground. Head counts are important and required to maintain safety, ratios, and accountability of children and staff. A program must maintain health and safety records for monitoring and audit purposes to ensure compliance.

HEALTH SCREENING REQUIREMENTS

All health screenings must be completed every school year for each child and within the required time frames listed in the chart below. This includes collecting a physical exam and dental exam every year.

IMMUNIZATIONS: At the time of a child's initial attendance, a center shall obtain a certificate of immunization showing a minimum of 1 dose of each immunizing agent (DTaP, Pneumococcal Conjugate, Hib, Polio, MMR, Hepatitis B and Varicella). Immunization status must be entered and the immunization record must be attached under the Immunizations Tab in ChildPlus before the child starts school.

When a child whose immunizations were not up-to-date at the time of enrollment has been in attendance for **4 months**, an updated certificate showing completion of all additional immunization requirements must be kept on file, unless there is a signed statement by a licensed health care provider stating immunizations are in progress. A current, certified State of Michigan Nonmedical Immunization Waiver Form will be accepted if a parent or legal guardian holds a religious or other objection that prevents a child from receiving vaccines. Waivers must be uploaded into ChildPlus.

Any child who fails to submit the required immunization information shall not be admitted into the program. A child can be enrolled once the immunization requirement is met.

HEALTH SCREENING	HOW OFTEN?	WHEN DUE AFTER STARTING SCHOOL
Immunizations	before enrollment & ongoing if immunizations are missing	before enrollment
Health History	once & review annually	30 days
Nutrition Assessment	once & review annually	30 days
Physical Exam	annually	30 days
Developmental & Behavioral Screenings	annually	45 days
Vision & Hearing Screenings	annually	45 days
Dental Exam	annually	90 days
Growth Assessment	annually	90 days
Hemoglobin/Hematocrit	annually	90 days
Blood Pressure	annually	90 days
Lead Questionnaire	annually	90 days
Tuberculosis Questionnaire	annually	90 days

EXHIBIT I

TRANSPORTATION SERVICES

If a program does not provide transportation services, either for all or a portion of the children, it must provide reasonable assistance, such as information about public transit availability, to the families of such children to arrange transportation to and from its activities and provide information about these transportation options in recruitment announcements. REFERENCE: Performance Standard 1303.7O(b)

If the program is providing transportation services, the goal of the Transportation Department is to provide safe, effective, and efficient transportation for all children in the program. The Transportation Department is an integral part of the educational system, contributing significantly to the learning process by providing pedestrian safety training and safe, dependable transportation. All accidents involving vehicles that transport children are reported in accordance with applicable state requirements.

If the program provides fieldtrip services, the program must not charge eligible families a fee to participate in Early Head Start/Head Start and cannot in any way condition an eligible child's enrollment or participation in the program upon the payment of a fee. REFERENCE: Performance Standard 1302.1 S(a)

Vehicles used to transport children must be equipped with age, height and weight appropriate child safety restraint systems as defined in part 1305.2. (Child restraint system means any device designed to restrain, seat, or position children that meets the current requirements of Federal Motor Vehicle Safety Standard No. 213. REFERENCE: 49 CFR 571.213

Transportation / Pedestrian safety packet will be provided to each family at the finalization process. The parents will review the packet with staff and sign the cover page. The cover page will go into the child's file and the packet will go with parent for future use.

For the safety of the children, each driver must have up to date rosters and lists of the adults each child is authorized to be released to, including alternates in case of an emergency; and ensure no child is left behind, either at the classroom or on the vehicle at the end of the route. A bus monitor is required when transporting children to and from school. If a school is providing transportation services, it is required to teach safe riding practices, safety procedures for boarding and exiting the bus, crossing the street at stops, danger zones emergency evacuations, and participate in three (3) emergency evacuation drills on the vehicle, each program year.

A program must ensure any person employed as a driver receives training prior to transporting any enrolled child and receives refresher training each year. Training must include classroom and behind the wheel instruction sufficient to enable the driver to operate the vehicle in a safe and efficient manner, safely run a fixed route, administer basic first aid in case of injury, handle emergencies, vehicle evacuations, special equipment, routine maintenance, and safety checks of the vehicle, and maintain accurate records as necessary. This includes topics related to children with disabilities.

EXHIBIT J

INVENTORY

It is the responsibility of the Sub-Recipient to maintain the inventory of materials including technology, provide technical support to the teaching staff, and repair or replace any that are damaged. Upon termination of contract, all WISD issued technology will be returned to WISD.

Sub-Recipient will have a written technology policy that governs the use and protection of technology, and includes the following information: employees should have no expectation of privacy of anything created, stored, reviewed, accessed, or deleted from the technology; to only access files or programs for which they have been given authorization; disciplinary actions for unauthorized review of files, dissemination of passwords, damage to systems, and improper use of information.

EXHIBIT K
PUBLIC COMPLAINTS AND GRIEVANCES

Sub-Recipient agrees to notify WISD's Sub-Recipient Manager in writing, by the end of the next attendance day of receiving a formal parent complaint. This procedure will be written in the Sub-Recipient's Parent Complaint Policy. Failure to notify WISD staff regarding a formal parent complaint may result in termination of this Agreement. Sub-Recipient shall outline parent complaint procedures in their Parent Handbook or similar document that shall be provided to all parents at finalization.

EXHIBIT L
PROGRAM CALENDAR

Washtenaw Intermediate School District Head Start Program Calendar

Date	Event
July 1 – August 16	Recruitment and enrollment
August 19 – August 21 st	Program level Professional Development and Classroom Preparation
August 22 nd – August 23 rd	WISD Early Childhood Conference
August 26 th – August 30 th	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 nd	No School – Staff Holiday
September 3 rd	First Day of Class
November 14 th – November 15 th	No classes - Conferences
November 28 th – November 29 th	No classes – Holiday Break
December 23 rd – January 3 rd	No classes – Holiday Break
January 20 th	No classes – Holiday
February 17 th	No classes - Holiday
March 7 th and March 14 th	Conferences
March 24 th – March 28 th	No classes – Spring Break
June 5 th – June 6 th	No classes Home Visits
June 12 th	Last Day of Class

Children attend Monday through Thursday. Staff report Friday to complete child assessments, teaching team planning, professional development and for Home Visits and Conferences. There will be Friday's added for any classroom time that needs to be made up for building closures.

Total contact time for children in the program – 1022 hours per year, 4 days per week, 146 days per year, 7.25 hours per day. The Head Start center-based program will begin on Sept. 3.

Washtenaw Intermediate School District Early Head Start Center-Based Program
Calendar

Date	Event
July 1 – August 16	Recruitment and enrollment
August 19 – August 21 st	Program level Professional Development and Classroom Preparation
August 22 nd – August 23 rd	WISD Early Childhood Conference
August 26 th – August 30 th	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 nd	No School – Staff Holiday
September 3 rd	First Day of Class
November 14 th – November 15 th	No classes - Conferences
November 21 st – November 22 nd	No classes – Holiday Break
December 23 rd – January 3 rd	No classes – Holiday Break
January 20 th	No classes – Holiday
February 17 th	No classes - Holiday
March 13 th - 14 th	Conferences
March 24 th – March 28 th	No classes – Spring Break
June 5 th – June 6 th	No classes Home Visits
July 1 st – July 5 th	No classes – Holiday Break
August 8 th	Last Day of Class

Children attend Monday through Friday 8:30 am to 3:30 pm. One Friday per month except for in November, December and January children will not attend for staff to be provided professional development.

Total hours of classroom time scheduled – 1442

This will allow us enough time to cover any building closure days that happen during the program year.

EXHIBIT M
WISD SELECTION CRITERIA

New Universal Selection Criteria 2025 – 2026

Income	Points	Definition
Foster	200	Includes Kinship – Relatives that are licensed foster parents
Homeless	300	EPHY Liaison Approved “Child must meet criteria for McKinney-Vento Act and paperwork must be submitted.” A-3. What criteria may an LEA consider when determining if a child or youth lives in “substandard housing”? The inclusion of substandard housing in the definition of homeless children and youths has caused some confusion because standards for adequate housing may vary by locality. In determining whether a child or youth is living in “substandard housing,” an LEA may consider whether the setting in which the family, child, or youth is living lacks one of the fundamental utilities such as water, electricity, or heat; is infested with vermin or mold; lacks a basic functional part such as a working kitchen or a working toilet; or may present unreasonable dangers to adults, children, or persons with disabilities. Each city, county, or State may have its own housing codes that further define the kind of housing that may be deemed substandard.
Public Assistance	100	Includes Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), and Supplemental Nutrition Assistance Program (SNAP)* *The Office of Head Start extended its interpretation of public assistance to include SNAP (Supplemental Nutrition Assistance Program). Public Assistance language guidance was updated to include SNAP.
0 -100%	80	Income between 0 – 100%
101% - 250%	20	Income between 101 – 250%
251% and Above	0	Income 251% and above

Age – Based on Class Age of December 1st	Points
18-24	30
25-30	20
31-36	5
37-48	40
49-59	20

Educational Risk Factors	Points	Definition
IEP with Inclusive Preschool/Michigan Mandatory Special Education (MMSE) IFSP	60	A child who has an active inclusive IEP IEP child transitioning from ECSE
Current IFSP (Part C)/IEP	45	A child who has an active IFSP/IEP Documented disability and receiving services through Early on
Documented Development Concerns (child)	15	Documented developmental concerns by a professional. <ul style="list-style-type: none"> Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

		Noted from a professional but not receiving any services. Referral needed
Parent Concern	5	Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

Previously Enrolled	Points	Definition
Early Head Start/Head Start	5	A child who has been a participant (received services) in Early Head Start/Head Start but is no longer due to a break in service. This also includes children who had received services in another county/state.
Early On	7	A child who has been a participant (received services) in Early On but is no longer due to a break in service. This also includes children who had received services in another county/state.

*Grey indicates a drop-down box. This section was updated.

Additional Risk Factors	Points	Definition
<ul style="list-style-type: none"> Applicant Experienced Physical, Sexual, and Verbal Abuse. Applicant Experienced Physical and/or Emotional Neglect The applicant witnessed abuse of the family or household. 	30	<p>Physical abuse is deliberately aggressive or violent behavior by one person toward another that results in bodily injury. (American Psychological Association)</p> <p>Sexual abuse is unwanted sexual activity, with perpetrators using force, making threats, or taking advantage of victims not able to give consent. (American Psychological Association)</p> <p>Verbal abuse is extremely critical, threatening, or insulting words delivered in oral or written form and intended to demean, belittle, or frighten the recipient. (American Psychological Association)</p> <p>Child neglect is the denial of attention, care, or affection considered essentially for the normal development of a child's physical, emotional, and intellectual qualities, usually due to indifference from, disregard by, or impairment in the child's caregivers. (American Psychological Association)</p> <p>Domestic Violence is a pattern of behaviors used by one Sub-Recipient to maintain power and control over another Sub-Recipient in an intimate relationship. (National Domestic Violence Hotline)</p>

Caregiver has History of Domestic Violence/Abuse	20	Combo of domestic violence Applicant would get one or the other
History of substance abuse of Parent/Caregiver	20	Substance abuse is a pattern of compulsive substance use marked by recurrent significant social, occupational, legal, or interpersonal adverse consequences, such as repeated absences from work or school, arrests, and marital difficulties. (American Psychological Association)
Documented Chronic Physical/Mental Illness and/or Exposure to toxic substances for child, parent and/ or siblings.	15	<p>Documented chronic physical/mental illness by a medical professional.</p> <ul style="list-style-type: none"> Chronic physical illness is defined as an enduring health problem that will not go away – for example diabetes, asthma, arthritis, or cancer. Chronic physical illness can be managed, but they cannot be cured. Severe allergies- for example a food allergy. With documentation from Medical Professional. <p>Mental illness are health conditions involving change in emotion, thinking or behavior (or a combination of these). Examples are depression, anxiety, obsessive compulsive disorder, post-traumatic stress disorder, etc.).</p> <p>Exposure to toxic substances known to cause learning or developmental delays. Documentation:</p> <ul style="list-style-type: none"> Medical or hospital records Parent report Social services referral <p>Including but not limited to.</p> <p>Examples of substances include lead, mercury, water pollution, etc.</p> <p>Prenatal or postnatal toxic exposure including Fetal Alcohol Syndrome, children born addicted, or environmentally induced respiratory problems.</p>
Death in Immediate Family	20	A death in the household/immediate family member. This includes any family member that has close ties and is actively involved. This includes deaths due to COVID.
Guardian is not Parent (non-foster)	10	The Guardian of child is not the biological parent and is not in foster care

Parental separation/ Extended absence Drop box: divorce deportation incarceration military service	Drop down: 10	At any point of a child's life
Exposure to violence in applicant's living environment and/or exposed to traumatic event.	10	Exposure to violence or traumatic events can harm a child's emotional, psychological, and even physical development. Including but not limited to: <ul style="list-style-type: none"> • Neighborhood shootings • Neighbors fighting • Witnessing death • Family disturbance such as fights.
Refugee Humanitarian Parolee/ Immigrant fleeing violence	10 points	Family or child: <ul style="list-style-type: none"> • Within 12 months
Documented Severe or Challenging Behavior	10	Child has been expelled from preschool or childcare center. Child's behavior has prevented participation in another group setting or mental health professional has referred. Documentation: <ul style="list-style-type: none"> • Exclusion from other preschool/childcare programs • Social services or medical referrals • Parent interview questions/report • Legal report or restraining order • Staff documentation on home visits or other contacts Definition per the Great Start Readiness Program eligibility factors
Behavior Concerns (Child)	5	Behavioral concerns by an educational or medical professional. <ul style="list-style-type: none"> • Behavioral concerns include behaviors that would potentially limit the educational experience of the child without behavioral intervention. Noted from a professional but not receiving any services. Referral or doctor note needed. Or Parent Concern

Family Primary Language is not English	5 points	English is not spoken in the child's home; English is not the child's first language. Documentation: • Parent or advocate report Definition per the Great Start Readiness Program eligibility factors
Single Parent	10	An individual bringing up a child without the other parent living in the home.
Parent and/or siblings Chronic physical/mental illness/diagnosed disability.	5	Includes parent(s) with a learning disability.
Unstable Housing	5	Is in home foreclosure or has frequent changes of residence – 3 times (multiple move) within 12 months – referenced health.people.gov
Parent Lacks High School Diploma/GED/has noticeable literacy issue	10	Current caregiver has not graduated from high school/GED or is illiterate
Parent was a Teenager	10	Teen parent (not age 20 when first child born) If child is a much later birth, rather than the first child of a teenager or one of several in proximity, the factor may or may not cause risk and should be examined carefully. Documentation: • Birth certificate • Ages of siblings Definition per the Great Start Readiness Program eligibility factors
4 or more children in the immediate family	3	A family that has 4 or more children living in the home
Child has no Health insurance at time of Enrollment.	5	At the time of application. The family has no active health insurance
Child does not have an established medical home or an Established Dental Home (for children 1 year or older) at the time of enrollment.	3	Family cannot provide name or information about a medical home and dental home during enrollment.

Early Head Start Only	Points	Definition
Birth weight <5.8 lbs. (under 24 months)	10	Parent/Guardian report

Color Key Codes

Required Factor

ACEs (Adverse Childhood Experiences)

GSRP (Great Start Readiness Program)

EXHIBIT N
**U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED
CERTIFICATIONS AND ASSURANCES**

SF 424B

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended,

relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complies, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection

of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress,

an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Date

Title

Applicant Organization

EXHIBIT O
WASHTENAW INTERMEDIATE SCHOOL DISTRICT HEAD START/EARLY HEAD START
BY-LAWS

BY – LAWS

ARTICLE I - NAME

The name of this organization shall be Washtenaw Intermediate School District Head Start/Early Head Start Policy Council, hereafter known as WISDHSPC.

ARTICLE II - PURPOSE

Section 1. Provide in-put to the Washtenaw County Intermediate School District Head Start/Early Head Start Board of Education concerning the local Head Start/Early Head Start Programs.

Section 2. Assist in the planning and development of Washtenaw County Intermediate School District Head Start/Early Head Start in an effort to create better program operation and communication between staff and parents.

Section 3. To bring Head Start/Early Head Start, the community at large, and the general public in closer communication.

Section 4. To provide in-put to the Administration of Children, Youth, and Families, (ACYF) and to serve as a link between local programs and the Michigan Head Start/Early Head Start Association.

ARTICLE III - MEMBERSHIP

Section 1. Control: The business and affairs of WISDHSPC shall be managed and controlled by its members.

Section 2. Selection of Members:

A. There shall be one (1) parent member per every 50 enrolled Head Start students and one (1) alternate elected from each site, and Early Head Start. All program options must be proportionately represented. Each member shall have voting privileges. Alternates may only have voting privileges in the absence of other voting members.

B. Community Representatives - There shall be three (3) Community Representatives elected by the parent members of WISDHSPC. Community representatives shall have voting privileges and may be parents of past enrolled children.

C. Washtenaw Intermediate School District Board of Education- There shall be one (1) WISD Board of Education member to serve as a liaison between Policy Council and the WISD Board of Education. The liaison shall have voting privileges.

Section 3. Membership Term: The members of WISDHSPC shall serve for a period of one (1) year.

- If the member intends to serve for another year she/he must stand for re-election.
- A policy council member, and policy committee member at the Sub-Recipient level, may serve no more than (5) five terms.

Section 4. Resignations: Any member of WISDHSPC may resign in writing to their local center Chairperson. The chairperson will then report it to the Policy Council.

Section 5. Vacancy: Any vacancy occurring in this organization shall be filled according to Article III, Section 2.

Section 6. Removal of a Policy Council Member: Any member of WISDHSPC may be removed from the Policy Council membership by 2/3 majority of the quorum by secret ballot vote if the procedures below have been followed:

A. When a Policy Council member is deemed by the Appeal Committee not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson in writing of his/her performance deficiencies and shall be given not less than (30) days to make the necessary improvements. If the member does not make necessary improvements within the period to justify retention, s/he may be removed following secret ballot vote by the Council's quorum. All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC member, who claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The member will submit within (10) business days following the written reprimand a letter of explanation of the Chairperson of the Appeal Committee with a copy to the WISDHSPC Chairperson. The Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the committee. The WISDHSPC Chairperson may attend all proceedings of the Appeal Committee, but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal/state performance standards covering program governance.

ARTICLE IV – OFFICERS

Section 1. Officers: The officers of WISDHSPC shall consist of the Chairperson, Vice chairperson, and Secretary-Treasurer. Other officers may be elected as are deemed necessary. Community representatives may hold any of the elected offices. Alternates may hold any office.

Section 2. Elections: Officers shall be nominated and elected from the voting members of WISDHSPC. Alternates may be nominated and elected but may not vote in the election, unless they are taking the place of a regular voting member. They shall hold office from the day of their election until the next annual meeting, or until the successor to that office has been elected and qualified. The elections shall be held by secret ballot and counted in the room of the meeting.

Section 3. Removal of Officers: Any officer of WISDHSPC may be removed from the position s/he holds by a 2/3 majority of the quorum by secret ballot vote if the procedures have been followed:

A. When a Policy Council officer is deemed by the membership not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson (or Vice Chairperson) in writing of his/her performance deficiencies and shall be given not less than thirty (30) days to make the necessary improvements within that period to justify retention, s/he may be removed from office final secret ballot vote by the Council quorum All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC officer, claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The officer will submit within ten (10) business days following the written reprimand a letter of explanation to the Chairperson of the Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the Committee. The WISDHSPC Chairperson may attend all proceedings but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal performance standards.

Section 4. Vacancy: Any vacancy of an office shall be filled by the voting membership for the remaining term according to Article IV, Section 2.

Section 5. Chair Duties: The duties of the Chairperson are to preside over all meetings of the organization. The Chairperson shall perform other duties as prescribed by the membership. The chairperson will ensure all responsibility of the Policy Council as stated in federal performance standards. Policy Council Chairperson will be the official representative of the Policy Council to the WISDHS Board of Directors. The chairperson may vote to make or break a tie. The Chairperson will attend all Budget meetings.

Section 6. Vice-Chairperson Duties: The duties of the Vice-Chairperson are: to preside in the absence of the Chairperson; perform other duties of the chair in the absence of the Chairperson. This person shall be

subject to all restrictions of the chair. The Vice-Chairperson shall perform other duties as prescribed by the membership. In the absence of the chair, will attend the Board Meeting.

Section 7. Secretary Duties: The duties of the Secretary are: to conduct a roll call before each meeting; to insure that notices are given in accordance with the provisions of these By-Laws; to keep accurate minutes of all meetings of WISDHSPC; to recite the minutes of the previous meeting to the members present at each meeting; and to have the responsibility for having the minutes submitted to the Director at least ten (10) days prior to the coming meeting. The Secretary shall perform other duties as prescribed by the membership.

ARTICLE VI - MEETINGS

Section 1. Annual Meetings: The annual meeting of WISDHSPC shall be held during the month of October of each year for the purpose of electing officers and for the transaction of any business authorized or required by WISDHSPC.

Section 2. Regular Meeting and Notice: The regular meetings of WISDHSPC shall be held monthly at such time and place as may be designated by the organization. Written notice for a monthly meeting must be given not less than five (5) days prior to the regular meeting.

Section 3. Quorum: A quorum shall consist of any four (4) representatives of the voting membership; representing at least three (3) of the Head Start/Early Head Start sites. For emergency purposes only if there are not enough voting members to make a quorum: If there is at least one voting member from each target area, a vote can take place to temporarily approve of actions until final approval at the next meeting. If the Chairperson is one of those voting members, he/she can vote.

Section 4. Per-Diem: Voting members of WISDHSPC may submit a request for the Head Start/Early Head Start Policy Council Per-Diem in writing at each meeting. A W-9 must be completed each school year to be eligible for the per-diem.

Any action that could be taken by the Policy Council at a meeting may be taken by informal polling of a majority of the members (i.e. telephone or other).

ARTICLE VII – COMMITTEES

Section 1. Special Committees: The Chairperson shall establish such committees as the membership may deem appropriate. Each committee is empowered to perform such duties as shall be prescribed and authorized by the membership. Any WISDHSPC may serve as a committee member.

ARTICLE X - AMENDMENTS

Section 1. The By-Laws may be amended as recommended by WISDHSPC by a 2/3 majority of the voting members present at any regular meeting. Notice of the nature of the changes in By-Laws to be proposed at such meetings shall have been given in writing to WISDHSPC members at least fifteen (15) days prior to such meeting.

EXHIBIT P
SUB-RECIPIENT APPEAL PROCEDURES

Procedure Title	Recipient's Internal Procedures for Responding to Appeals from Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies
Unit	Administration
Unit Team	All Coordinators
Primary Regulation	2007 Head Start Act, Section 641A – Standards, Monitoring of Head Start Agencies and Program (d)(4) – Termination; Section 646 – Appeals, Notice and Hearing; and 45 CFR Part 1303.33 – Subpart D – Termination of Sub-Recipient Agencies 45 CFR Part 1304.6 – Subpart A – Appeal for Prospective Sub-Recipient Agencies
Other Regulation(s) or Recipient's References	Recipient's GIM -- Appeal Procedures for Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies Recipient's 3000 Series – Business and Non-Instructional Operations
Key Players	All Coordinators, Head Start and Early Head Start Programs All Head Start and Early Head Start Programs staff providing training/technical assistance to Sub-Recipient agencies or monitoring a Sub-Recipient agency in any capacity, Recipient's staff directly involved in the RFQ/RFP process, Recipient's General Counsel
Attachment(s)	GIM -- Appeal Procedures for Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies

INTRODUCTION

Recipients will comply with all laws and regulations pertaining to Head Start (HS) and Early Head Start (EHS). The Head Start Act, "Improving Head Start for School Readiness Act of 2007", requires all Recipients to establish and maintain written appeal procedures for both prospective and current Sub-Recipient agencies. In addition, 45 CFR Part 1303.33 – Subpart D – Termination of Sub-Recipient Agencies and 45 CFR Part 1304.6 – Subpart A – Appeal for Prospective Sub-Recipient Agencies identify certain circumstances whereby agencies may appeal a decision by Recipients, specifically when Recipients:

1. fails to act on a funding application from a prospective Sub-Recipient after Recipient's has had 120 days to review but has not notified the prospective Sub-Recipient of a decision;
2. reject a funding application from a prospective Sub-Recipient resulting from Recipients solicited Request for Qualifications (RFQ)/Request for Proposals (RFP) or an unsolicited funding application; or
3. terminates a contract for Head Start and/or Early Head Start services with a current Sub-Recipient during a funded program year. Rejection of a refunding application is a decision to terminate a current Sub-Recipient agency's contract.

In preparation for any new five-year grant award, no appeal is available to a current Sub-Recipient agency if the Recipient has advised that a Sub-Recipient agency that it is not invited to apply. Each

new five- year grant award allows a Recipient to decide its method of providing services to children in the Recipient's service area. This includes the option to serve children directly, to Sub-Recipient services to selected contracted agencies, or a combination of both. That decision is Recipient's without appeal rights by current or prospective Sub-Recipients.

DEFINITIONS

See Recipient's Blue Book -- Definitions

LEGAL REQUIREMENTS AND REFERENCES

Regulations regarding the termination of a current Sub-Recipient agreement, the denial of a funding application from a prospective Sub-Recipient or failure by a Recipient to act on a prospective Sub-Recipient's funding application are set out in the Head Start Program Performance Standards (referenced above) and in the Head Start and Early Head Start's Recipient's Instructional Memo – Appeal Procedures for Current & Prospective Sub-Recipient Agencies.

Any reference to Head Start in these procedures includes Early Head Start and/or Early Head Start-Child Care Sub-Recipientship (EHS-CCP) unless specifically indicated that the procedure applies only to one or the other program.

Appeals of current or prospective Sub-Recipients of the rejection of a funding application based on the Recipient's Business Services procedures for RFQ and/or RFP will follow the Recipient's Board Policies and Superintendent Regulations, specifically Recipient's NEOLA 3000 Series – Business and Non-instructional Operations, Education Code, Public Contract Code and all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, policies and procedures. These policies and procedures are available on the Recipient's website – www.rcoe.us. These procedures are in addition to the Head Start-specific appeal process as outlined in this SOP and in the GIM on current and prospective Sub-Recipient agency appeals. Recipient's procedures will be followed for internal review and the approval/disapproval of an appeal based on the submission of an RFQ and/or an RFP except as otherwise delineated in this SOP. Program staff will work with Recipient's Business Services units involved in the development and announcement of needed RFQs/RFPs.

However, in all cases, a prospective Sub-Recipient must be informed of its right to submit an appeal directly to the responsible Health and Human Services official if the prospective Sub-Recipient's application is rejected after Recipient's evaluations of the RFQs and/or RFPs. For purposes of clarification, a current Sub-Recipient submitting an application under a Recipient's solicited RFQ/RFP is considered a "prospective Sub-Recipient agency" as there is no guarantee to the current Sub-Recipient of acceptance of their application or award of a sub-grant under the RFQ/RFP process.

The Recipient may not be arbitrary or capricious in its actions regarding Sub-Recipients or the appeal procedures. "Arbitrary or capricious" is defined as willful or unreasonable action without consideration or in disregard of facts or law without determining principle. Acts can be arbitrary or capricious where an agency: relied on improper factors; entirely failed to consider an important aspect of the problem; offered explanation for decision counter to the evidence that is so implausible such that it is not a difference in view or agency expertise.

Note: Neither a Sub-Recipient nor Recipients may use Head Start/Early Head Start funds for the purpose of paying legal fees, or other costs incurred, pursuant to an appeal. Ref: Head Start Act, Sec. 646(a)(4)(C).

APPEAL RIGHT EXCEPTIONS

Current Sub-Recipient agencies do not have appeal rights except if a Recipient terminates a current contract with a Sub-Recipient agency. Per 45 CFR Part 1305.2 – Terms, the definition of “termination of a grant or Sub-Recipient agency agreement means permanent withdrawal of the Recipient’s or Sub-Recipient’s authority to obligate previously awarded grant funds before that authority would otherwise expire”. **Therefore, a decision to terminate a Sub-Recipient’s agreement must be made prior to the end of the agreement period and notification to the Sub-Recipient must be delivered to the Sub-Recipient prior to the end of the agreement period and the notification identifies a specific date and time in which the Sub-Recipient no longer has the authority to obligate current year grant funds.** The Executive Director will work with the Coordinator, Head Start/Early Head Start, Facilities & Special Projects, and the Recipient’s Financial Manager, Fiscal Services, to determine the date and time to end Sub-Recipient agency obligation of funds.

Specifically, no appeal is allowed in any of the following circumstances:

1. Recipient’s decision not to fund a prospective Sub-Recipient or a current Sub-Recipient in the first year of any future competitive or non-competitive five-year grant award period from the Office of Head Start;
2. Any Recipient’s agreement for services other than as a current Head Start or Early Head Start Sub-Recipient;
3. Funding applications from current Sub-Recipients for cost-of-living allowances (COLA), program improvement funds (PIF), or quality improvement funds (QI), or similar supplemental funding whether one-time or a permanent increase in the funding amount to the current Sub-Recipient agency;
4. Reduction, by any amount or percentage, of a current Sub-Recipient’s recruitment area(s);
5. Reduction, by any amount or percentage, of a current Sub-Recipient’s slots or funding level;
6. Removal of one or more contracted programs funded by Recipient except where the removal is a termination of the agreement and all of the Sub-Recipient’s funded programs;
7. Suspension of a current Sub-Recipient’s funding

Prospective Sub-Recipient agencies do not have appeal rights except in a situation when the Recipient:

1. fails to act on a funding application from a prospective Sub-Recipient after Recipient has had 120 days to review but has not notified the applicant of a decision; or
2. rejects a funding application from a prospective Sub-Recipient and the prospective Sub-Recipient submits an appeal to the responsible Health and Human Services (HEALTH & HUMAN SERVICES) official within 30 days after it receives Recipient’s decision.

Funding Application means an application submitted by a current or a prospective Sub-Recipient agency to LARA for providing services to Head Start, Early Head Start, or Early Head Start-Child Care Sub-Recipientship, and includes both a detailed written program narrative and a detailed budget for providing program services described in the program narrative.

Also, see “Prospective Sub-Recipient Agency Appeal Process,” where a prospective Sub-Recipient may have appeal rights regarding submission of an “application” to Recipient under a RFQ/RFP announcement.

REGULATIONS ARE TIME-SENSITIVE

Head Start regulations regarding appeals are extremely time-sensitive and the time frames established in the Head Start and Early Head Start GIM and this SOP must be followed to preserve the parties' substantive rights. The Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will work with the Executive Director to outline the timeframes involved in all phases of any appeal process.

PROCEDURAL RESPONSIBILITY

The Intermediate School District ("ISD") Superintendent will handle all implementation processes involving any appeal allowed by the Head Start Program Performance Standards or regulations. Except as otherwise stated in this Procedure, the ISD Superintendent will be responsible for making decisions regarding any appeals and reporting his/her actions to the County Board of Education.

The Executive Director, Head Start & Early Head Start Programs, ensures compliance with the divisional GIM and SOP relating to the GIM—"Appeal Procedures for Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies" in accordance with provisions of 45 CFR Part 1303.33 and 1304.6. In fulfilling these responsibilities, the Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will work closely with the Executive Director, Head Start and Early Head Start Programs, as well as the Program Coordinators to ensure all policies and procedures are followed and all appeals are responded to in a timely manner. The Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will develop proposed plans and timelines to meet the requirements of the GIM and SOP. This will include, but not be limited to, designated reviewer selection and training as well as the internal process for ensuring the collection of necessary documentation, preparation of the response to the Sub-Recipient agency's appeal, notification to the Sub-Recipient agency of the ISD Superintendent's decision, possible close-out procedures and transition of slots to a newly assigned Sub-Recipient agency.

The Recipient's Chief Financial Officer ensures compliance with all procedures relating to the RFQ and/or RFP processes as to any agency seeking to compete for Head Start funding as a current or prospective Sub-Recipient agency.

REASONS FOR APPEALS:

1. *Termination of a Head Start, Early Head Start, Early Head Start-Child Care Sub-Recipientship agreement with a current Sub-Recipient.*

If after providing current Sub-Recipients all the required assessments, technical assistance, and opportunities to correct non-compliance, the Recipient's Executive Director, Head Start and Early Head Start Programs, determines that terminating an agreement is necessary, they shall notify the County Superintendent of their recommendation to terminate a Sub-Recipient's agreement and the need to identify a designated reviewer if there is an appeal of Recipient's decision.

2. *Rejection of a funding application from a prospective Sub-Recipient.*

If a prospective Sub-Recipient's funding application is rejected, Recipient's Business Services will notify the prospective Sub-Recipient of Recipient's decision and the prospective Sub-

Recipient's right to appeal directly to the responsible Department of Health and Human Services official.

3. *Failure to receive notification from Recipient's by a prospective Sub-Recipient.*

If Recipient's fails to act on a prospective Sub-Recipient's funding application within the specified amount of time, the prospective Sub-Recipient may appeal Recipient's decision or inaction to the responsible Health and Human Services official.

ANNUAL PREPARATION FOR APPEALS—SELECTION OF DESIGNATED REVIEWERS

The purpose of selecting a designated reviewer is two-fold: 1) to provide independent third party review of the original decision to conduct the best possible internal process before a recommendation is made to the ISD Superintendent; and 2) to establish an authenticated, validated and substantiated review of the Program's initial decision to terminate a Sub-Recipient's agreement.

There are three (3) instances when either a current or prospective Sub-Recipient may appeal to either the Recipient or to the responsible Health and Human Services official. They are:

- A. Recipient failed to act on a funding application from a prospective Sub-Recipient after Recipient did not notify the prospective Sub-Recipient of a decision within 120 days and the prospective Sub-Recipient appeals directly to the responsible Health and Human Services official;
- B. Recipient rejects a funding application from a prospective Sub-Recipient and the prospective Sub-Recipient submits an appeal to the responsible Health and Human Services official within thirty (30) days after it receives Recipient's decision; or
- C. Recipient terminates a contract for Head Start and/or Early Head Start services with a current Sub-Recipient agency during the funded program year. **Note:** Rejection of a funding application shall be deemed as Recipient's decision to terminate a Sub-Recipient's agreement.

It is the Program's responsibility to ensure that all designated reviewers receive the required training so that the recommendation(s) to the ISD Superintendent adhere to applicable policy, procedures, law, and regulations.

Prior to August 1 during the annual planning process for the Head Start and Early Head Start Programs, the

Executive Director will work with the Project Coordinator, Head Start/Early Head Start, Facilities & Special Projects, and the Program Coordinators to review the Recipient's staff roster or external consultants for potential "designated reviewers" when the Recipient receives an appeal. Qualifications and requirements for the reviewers are listed below.

1. Selection of Recipient's Designated Reviewers

The Executive Director, Head Start and Early Head Start Programs will identify a minimum of three (3) current or former Recipient employees or external consultants as designated reviewers. The designated reviewer cannot be a Head Start/Early Head Start employee. The list will be submitted to the Chief Academic Officer and the ISD Superintendent no later than September 1 of each year for approval and will include the names of previously submitted designated reviewers. New names may be added to the list if the current designated reviewers

are no longer available to serve. The ISD Superintendent will review, approve, rank, and send the list of potential designated reviewers to the Executive Director, Head Start and Early Head Start Programs, who will then schedule the required training.

The designated reviewers must:

1. Be knowledgeable about Head Start/Early Head Start programs (including Early Head Start/Child Care Sub-Recipientships), regulations, and legal contracts;
2. Have no involvement with the original decision to terminate the agreement with the current Sub-Recipient;
3. Have no personal interest or bias that may prevent an objective, impartial review of all relevant information; and
4. Have not received funding directly or indirectly through the Recipient's Head Start or Early Head Start budget.

The list must be approved in sufficient time for the Executive Director to prepare any necessary Agreement for outside consultants and have those agreements approved by the ISD Superintendent. The designated reviewers must be notified in sufficient time to schedule and implement their training. The Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will work with the Executive Director to make the above training arrangements.

Appeals by prospective Sub-Recipients are submitted directly to the responsible HEALTH & HUMAN SERVICES official and without the designated reviewer's involvement.

2. Training for the Designated Reviewers

The Executive Director, Head Start and Early Head Start Programs, will schedule a training session for the reviewers no later than November 1 of each year. The training will include a review of the appeal procedures in the GIM and the SOP, federal regulations (1303.33 and 1304.6), Head Start law regarding appeals; and the current Recipient's Head Start and Early Head Start agreement with Sub-Recipients. The training will also include the timetable for the appeals process and the deadlines for current Sub-Recipients to submit appeals.

The Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will notify the reviewers of the scheduled date and time of the training, make room arrangements, and notify Head Start or other Recipient's staff of their part in the training. For example, if the Recipient's Chief Financial Officer is requested to participate in the training, their schedule must be reviewed for availability and sufficient time must be provided for the trainers to prepare their presentation.

INITIATION OF APPEAL PROCEDURES FOR CURRENT AND/OR PROSPECTIVE SUB-RECIPIENT AGENCIES

The Head Start and Early Head Start Programs have both external (GIM) and these internal (SOP) procedures to implement appeal decisions of both Recipients and current or prospective Sub-Recipients. The GIM provides appeal procedures by current or prospective Sub-Recipients in accord with applicable federal regulations in 45 CFR Part 1303.33 and 45 CFR Part 1304.6. Program staff is responsible for following the appeal procedures outlined in the GIM and this SOP. To reduce redundancy and avoid confusion, some of the sections or items are referenced rather than repeated in this SOP. It is expected that Recipient's staff will use the GIM, as appropriate, and this SOP when processing appeals.

If, after providing current Sub-Recipients all required assessments and technical assistance, time and opportunity to correct non-compliances, defects and/or deficiencies in their operations, the Executive Director determines that terminating an agreement is required, they will notify the ISD Superintendent/designee.

A prospective Sub-Recipient, typically applying for funding under an RFQ/RFP, will comply with federal regulations and Recipient's Contracts unit will notify the prospective agency of its appeal rights. The Head Start SOP on RFQ/RFP Selection Process has a procedural timeline to ensure prompt handling of "funding applications" to meet the 120 days allowed for their decision.

A. CURRENT SUB-RECIPIENT APPEALS PROCESS

If, after providing Sub-Recipients all required assessments, technical assistance, and opportunities to correct non-compliance, defects and/or deficiencies in its operations, the Executive Director, Head Start and Early Head Start Programs, determines that terminating an agreement is necessary, they will notify the ISD Superintendent/designee of their recommendation.

The ISD Superintendent must ensure that the appeal procedure for terminating the agreement with a current Sub-Recipient is fair and timely. The decision to terminate must not be arbitrary or capricious.

NOTICE TO A CURRENT SUB-RECIPIENT

Recipient's Business Services Department or the Head Start and Early Head Start Programs will notify the current Sub-Recipient of Recipient's intent to terminate the agreement and its right to appeal.

A decision to terminate a Sub-Recipient agreement must be made before the end of the agreement period and notification to the Sub-Recipient must be delivered to the Sub-Recipient before the end of the agreement period. The notification must identify a specific date and time at which the Sub-Recipient agency loses authority to obligate current year grant funds.

The Executive Director will work with the Coordinator, Facility & Special Projects, to determine the date and time to end the Sub-Recipient's authority to obligate funds.

Recipients will also notify the responsible Health and Human Services official of its decision regarding the termination and the appeal, if any.

Appeal When the Recipient's Terminates an Agreement with a Current Sub-Recipient

The grounds for terminating an existing agreement for cause or cost effectiveness must document all Recipient's efforts to assist the Sub-Recipient in correcting identified non-compliances, defects and/or deficiencies. If the agreement is being terminated for cost effectiveness, the Executive Director must specify the grounds for cost effectiveness and how those funds will be used to ensure delivery of services to children and families through an alternative method.

The same documentation must be available and included in response to a Sub-Recipient's appeal of a decision to terminate its Head Start and/or Early Head Start agreement. The time frames contained herein are critical in substantiating the Recipient's adherence to its own policies and procedures. Failure of a Recipient to follow and document its procedural compliance could result in reversal of agreement a termination.

Note: A Sub-Recipient agency (nor Recipient's) may use Head Start/Early Head Start funds to pay legal fees, or other appeal costs. Ref: Head Start Act, Sec. 646(a)(4)(C).

B. PROSPECTIVE SUB-RECIPIENT AGENCY APPEALS PROCESS

A prospective Sub-Recipient may submit an appeal directly to the responsible Health and Human Services official within thirty (30) days after it receives Recipient's decision to deny a funding application or within thirty (30) days after Recipient or 150 days after its submission, whichever is sooner.

The prospective Sub-Recipient does not submit its appeal to Recipient. The appeal must be sent directly to the responsible Health and Human Services official with a copy simultaneously sent to Recipient.

Recipient must provide the responsible Health and Human Services official with a response to the prospective Sub-Recipient agency's appeal within thirty (30) working days of receiving the materials served by the prospective Sub-Recipient. Federal holidays must be considered in determining the beginning and ending of the thirty (30) working days. Recipient's or the Sub-Recipient's holiday schedule must not be used in calculating the thirty (30) working days. The Federal government recognizes only its own holiday schedule.

Note: In an actual appeal process, a former Sub-Recipient lost its right to appeal because it used its holiday schedule and did not count one of their holidays in the allowed working days. The Federal government did not recognize that Sub-Recipient's holiday and the Sub-Recipient lost its right to appeal because of its untimely filing.

There are two (2) potential reasons for a prospective Sub-Recipient to submit a funding application to Recipient and for Recipient to deny the funding application or fail to act on the funding application.

Those reasons are:

1. The prospective Sub-Recipient submitted a funding application under an announcement through a
2. Recipient's solicited RFQ/RFP; and
3. The prospective Sub-Recipient submitted a funding application even though there was no RFQ/RFP announcement and the application was submitted directly to Recipient or Recipient chose not to respond to the unsolicited funding application.

Note: A current Sub-Recipient submitting an application under a Recipient RFQ/RFP is considered a "prospective Sub-Recipient agency" and must follow the appeal process as specified in the Recipient's GIM–Appeal Procedures for Current & Prospective Sub-Recipient Agencies.

4. Notice to a Prospective Sub-Recipient: If a prospective Sub-Recipient submits a funding application under a Recipient's RFQ/RFP, Recipient's Contracts unit notifies that prospective Sub-Recipient of the results of the RFQ/RFP.

For purposes of clarification, a Request for Qualifications (RFQ) does not normally require neither a detailed narrative for delivery of services to children and families nor a detailed budget for the delivery of those services. The RFQ is intended to determine if a prospective Sub-Recipient is "qualified" to be a Sub-Recipient through its existing organizational structure, if it complies with standard accounting policies and procedures including internal controls, if its governing body and senior management team are structured to comply with Federal regulations, etc. The RFQ also attempts to determine if a prospective Sub-Recipient has the requisite management systems to allow effective and efficient delivery of services.

On the other hand, a Request for Proposal (RFP) normally is followed by a RFQ process. The RFP requires submission of a funding application that includes a complete program narrative, number of children to be served, program options, hours of operation, staffing patterns and qualifications of identified management and multi-disciplinary team members, and a detailed budget outlining the financial ability to deliver the identified services.

If the prospective Sub-Recipient appeals the decision of the RFQ/RFP, the instructions for submitting an appeal directly to the responsible Health and Human Services official is provided to the agency by Recipient's Contracts unit. If the prospective Sub-Recipient contacts the Head Start office regarding the RFQ/RFP, the prospective Sub-Recipient must be directed to the Contracts unit for Recipient's official response to the inquiry.

If a prospective Sub-Recipient submits a funding application directly to the Head Start Office when there was no RFQ/RFP announcement, then a standard letter is issued by the Head Start Office notifying the prospective Sub-Recipient of its appeal rights directly to the responsible Health and Human Services official. If the funding application is submitted to Recipient's Contracts unit, that office will forward it to the Executive Director, Head Start and Early Head Start Programs, for response to the prospective Sub-Recipient. The standard letter will be used in providing that response.

If a prospective Sub-Recipient's RFQ submission is reviewed and the Recipient requests a detailed program narrative and budget from the prospective Sub-Recipient; then it will be deemed that the Recipient has received a "funding application" from the prospective Sub-Recipient. If Recipient decides not to contract with the prospective Sub-Recipient, the prospective Sub-Recipient will be notified by the Head Start Office of Recipient's decision and of the prospective Sub-Recipient's appeal rights.

5. Appeal of Recipient's Failure to Act on a Funding Application from a Prospective Sub-Recipient: If a prospective Sub-Recipient submits a funding application to a Recipient through an RFQ/RFP or an unsolicited funding application to the Head Start and Early Head Start Programs and neither the

Recipient's Contracts unit nor the Head Start and Early Head Start Program timely acts on that application and does not notify the prospective Sub-Recipient; regardless of the reason, the prospective Sub-Recipient has the right to submit an appeal directly to the responsible Health and Human Services official. The prospective Sub-Recipient has thirty (30) days after the initial 120 days to submit an appeal to Health & Human Services. The prospective Sub-Recipient must also notify and provide a copy of its appeal to Recipient at the same time the prospective Sub-Recipient submits its appeal to the responsible Health and Human Services official.

Unlikely as it may seem, Recipient need not notify the prospective Sub-Recipient of Recipient's decision regarding submission of a funding application by the prospective agency and that agency has the right to file an appeal directly with the responsible Health and Human Services official. Within 30 work days of receipt of the appeal, Recipient must respond to the appeal and simultaneously provide a copy of the response to the prospective Sub-Recipient agency.

It is highly unlikely that a prospective Sub-Recipient would submit an unsolicited funding application to Recipient to provide Head Start and/or Early Head Start services. However, if this occurs and the unsolicited funding application is received by the Recipient's Contracts unit, Contracts will forward the unsolicited funding application to the Head Start and Early Head Start Programs for a response to the prospective Sub-Recipient. As there is no RFQ/RFP, Contracts will request the Head Start and Early Head Start Programs to respond to that prospective Sub-Recipient. The standard reply letter will be used to notify the prospective Sub-Recipient.

C. APPEAL PROCEDURES CONCERNING RECIPIENTS AND CURRENT OR PROSPECTIVE SUB-RECIPIENTS

The Executive Director, Head Start and Early Head Start Programs, must be notified immediately of receipt of an appeal from a current or prospective Sub-Recipient. If the Executive Director, Head Start and Early Head Start Programs, is not available, their designees must be notified in the following order: Coordinator, Facilities & Special Projects; Coordinator, Head Start/Early Head Start; Coordinator, Quality Assurance; and finally, Coordinator, Program Compliance. Upon receipt of the appeal, the Executive Director, Head Start and Early Head Start Programs, or designee, will notify the Assistant Superintendent, Associate Superintendent and Chief Academic Officer who will then immediately notify the Superintendent and Recipient's General Counsel.

An appeal may be hand-delivered to the Head Start office's reception desk by a representative of the appellant, by courier (FedEx, UPS, etc.), or by United States Postal Service (USPS) regular or registered mail. The reception desk will sign for the appeal. The Executive Director, Head Start and Early Head Start Programs, will provide special instructions to the reception desk staff if they receive an appeal and the special handling and immediate delivery of the appeal to the Executive Director or designee.

If the appeal is sent or delivered to the Recipient's Mailroom or another of Recipient's offices e.g., Chief Academic Officer; Superintendent; Contracts unit, etc., that office will immediately notify the Executive Director or designee of the appeal's receipt. The Executive Director or designee will arrange for immediate pickup and have copies made for the Chief Academic Officer and the Superintendent.

The Recipient's Contracts unit must also be notified of receipt of an appeal as that office is responsible for the initial review of the appeal and determination as to action to be taken by Recipient. Normally, the Contracts unit will be involved only during an RFQ/RFP process and will work with the Executive Director, Head Start and Early Head Start Programs, to determine the appropriate course of action for that appeal.

D. COMMENCEMENT OF RESPONSE BY HEAD START AND EARLY HEAD START PROGRAMS' RESPONSE TO APPEAL

EXECUTIVE DIRECTOR (OR DESIGNEE) RESPONSIBILITIES

Immediately upon receiving an appeal from a current or prospective Sub-Recipient, the Executive Director (or designee) will follow the appeal steps indicated below. If the appeal is from a prospective Sub-Recipient, information will be collected about its submission to Recipient. The Office of Head Start may provide instructions to Recipient; however, Recipient's should immediately begin to prepare its response to the appeal.

1. Convene a meeting with the Coordinators and all appropriate staff; i.e., Education, Health, Nutrition staff, etc., assigned to the current Sub-Recipient. Note: If the appeal is from a prospective Sub-Recipient, the meeting will consist of the Executive Director, Coordinators and staff involved with the RFQ/RFP process including the Recipient's Contracts unit.
2. For an appeal from a current Sub-Recipient, contact the Chief Academic Officer who will request the Superintendent identify a designated reviewer from the previously approved list. The designated reviewer will have reasonable time to make a recommendation to the Superintendent.
3. Prepare a listing of all action items required by the Chief Academic Officer and ISD Superintendent. The Executive Director will review the listing with the Chief Academic Officer.
4. Review the reasons for the appeal from either a prospective or current Sub-Recipient and determine the appropriate "framework" (See attachments) to use for responding to the appeal; i.e., Recipient's Rejection of a Funding Application from a Prospective Sub-Recipient Agency; Recipient's failure to Act on a Funding Application from a Prospective Sub-Recipient Agency, or Termination of an Agreement with a Current Sub-Recipient Agency.
5. Establish the time frame as outlined in the GIM to respond to the applicant to meet regulatory requirements. If the appeal is from a prospective Sub-Recipient, the responsible Health and Human Services official may notify Recipient of the requirements and timeframe for responding to it. Recipient should contact the responsible Health and Human Services official to request instructions if none are provided by Health & Human Services within five (5) working days of receiving the prospective Sub-Recipient's appeal. Such appeal must also be served simultaneously to Recipient and the responsible Health & Human Services official.

6. Review the GIM (“Appeal Procedures for Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies”), assign responsibilities to specific individuals, set parameters for review of the appeal and prepare supporting documentation in response to the agency’s appeal. The Coordinator, Facilities & Special Projects, will work with the Coordinators to ensure all assignments and necessary documentation are identified and responsibilities are assigned to complete each task. If the appeal is from a current Sub-Recipient, most of the documentation originally gathered to propose the termination of the current Sub-Recipient’s agreement to the ISD Superintendent should have been maintained by the Head Start and Early Head Start Programs and easily accessible. (See attached planning documents for task assignments.)
7. Request all staff to identify appropriate documentation (for a current Sub-Recipient appeal) to respond to the appeal and notify staff of the documentation format, to whom it should be delivered, and the specific timeframe for completion of that assignment. The responsible Health and Human Services official may notify Recipient of the documentation and format required for an appeal by a prospective Sub-Recipient.
8. Identify timeline(s) to review documentation and draft the appeal response to meet the turnaround time required for all information to be forwarded to the designated reviewer or to the responsible Health and Human Services official.
9. Schedule a meeting with the Chief Academic Officer and the ISD Superintendent to provide information on appeal procedures, deliver draft response letters, and agree to move ahead with the designated reviewer process.
10. Provide the designated reviewer with a copy of the Sub-Recipient’s appeal and Recipient’s response to the appeal.
11. Clarify the time schedule for the designated reviewer in order to provide the ISD Superintendent a recommendation on the appeal.
12. Meet with the ISD Superintendent after the designated reviewer has provided his/her recommendation and determine the appropriate Notice (Response to Appeal) to the Sub-Recipient. The appropriate response will depend on the ISD Superintendent’s final decision to either accept or deny the current Sub-Recipient’s appeal.
13. If the Superintendent’s decision is to uphold the termination, the ISD Superintendent will inform the ISD’s Board of Education of the decision to terminate the Sub-Recipient’s agreement.
14. Include in the Notice to the Sub-Recipient (Response to Appeal) that the Sub-Recipient will be contacted by the ISD Superintendent to review the appeal action. Depending upon whether the Superintendent upholds the termination or the Sub-Recipient’s appeal, the Notice will include a meeting to discuss possible options or closeout activities.
15. **A decision to terminate a Sub-Recipient agency’s agreement and notice thereof must be made and delivered prior to the end of the agreement period. The notification must identify a specific date and time at which the Sub-Recipient loses authority to obligate current year grant funds.**
16. Ensure the ISD Board of Education and the Policy Council are informed of the appeal and the status of the appeal, as appropriate.

E. PLANNING, REFUNDING AND REVIEW PROCESS CONSIDERATIONS

During the Head Start and Early Head Start Programs annual planning process, each Coordinator will review all Sub-Recipients for potential areas of concern and the possibility of identifying agency deficiencies. These agencies will be monitored on a regular and consistent basis to ensure all agencies are held to an equal standard of review and accountability and that

no agency is able to provide evidence that the Recipient was arbitrary and/or capricious toward any Sub-Recipient.

During the refunding process, Recipient's review of an agency's application will use a review tool that includes all normal procedures and the reasons for the areas of concern or any identified deficiencies. The review team must ensure that each Sub-Recipient addresses these issues/deficiencies in the application and is on a schedule to improve its status within a reasonable time established by the Recipient. For example, if a Sub-Recipient has submitted a Quality Improvement Plan (QIP), which identifies adding staff or providing special training, Recipient will ensure funds have been designated for those purposes.

Any funding application from a prospective or current Sub-Recipient that is a "for profit" commercial agency will be reviewed to ensure that no Head Start or Early Head Start funds will be paid as profit. "Profit" is any amount in excess of allowable direct and indirect costs. This review will include a comparison to other agencies of similar size (both number of slots and funding) and projected costs are determined to be "allowable," "necessary," "reasonable," and "allocable," as appropriate.

RECORD KEEPING AND REPORTING

All record keeping and reporting will be electronically entered for efficient and effective retrieval and for historical purposes. All correspondence to a current or prospective Sub-Recipient must be filed in accordance with standard filing procedures for the Head Start and Early Head Start Programs. All original documents will be maintained in the Head Start and Early Head Start Programs' official files. Staff may only keep copies, not original documents, in their work files. Documents and files with confidential information may not be maintained in staff files.

All Coordinators will ensure training for their staff on the computerized systems, maintain their respective files, and enforce the use of the system.

ONGOING MONITORING

The Recipient shall comply with the Head Start and Early Head Start Programs "On-going Monitoring Procedures". Other Recipient divisions may have other monitoring procedures that ensure consistency for their activities; i.e., Recipient's Financial Managers, Recipient's Contracts, etc.

COMMUNICATION

All internal and external communication regarding a current Sub-Recipient must be summarized in a written report. Information regarding an active appeal from a prospective or current Sub-Recipient and provided to the Policy Council, County Board, Recipient's senior executive staff, or the public must be conducted in accordance with Recipient's policies and procedures. Sensitive information that can be used as evidence in an appeal, by the appellant or Recipient, must be held in the strictest confidence and shared only on a "need-to-know" basis.

Throughout the planning, refunding and monitoring process, all Recipient staff will document all communication with current Sub-Recipients. Communication with a prospective Sub-Recipient involved in an RFQ/RFP process must be referred to Recipient's Contracts unit. Information about an RFQ/RFP should not be provided to any individual outside of Recipient except to refer them to the Contracts unit. All monitoring and/or training and

technical assistance, even by telephone, will be recorded in appropriate computerized systems.

Documentation is a key element in the Data Management system for the Recipient and will be readily available for developing reports to the Executive Director and updating the Chief Academic Officer, the ISD Superintendent, or the ISD Board.

The Executive Director will provide information to the Chief Academic Officer in preparing to communicate with the ISD Superintendent or any elected official. The ISD Superintendent and/or designee will direct all communication with elected officials, the media, and affected communities.

Information about appeals should not be communicated publicly until the process is completed, including appeals to the responsible Health and Human Services official and final decisions from that office.

When an executive summary is prepared to support an appeal, the information should be carefully reviewed to avoid errors and ensure the accuracy of a transmittal date to a Sub-Recipient.

PROGRAM GOVERNANCE

The Policy Council will be informed of all appeals by current or prospective Sub-Recipients, except for sensitive or confidential information. Any written report to the Policy Council regarding an appeal must ensure sensitive and confidential information is not shared. Policy Council members must also be reminded of their responsibilities regarding the Code of Conduct. Any Policy Council member whose agency has submitted an appeal must not provide any information to a Sub-Recipient that might jeopardize and/or bias the process.

The Chief Academic Officer and ISD Superintendent will receive ongoing written reports (marked "Confidential"), as requested, but at least monthly. If the appeal will be discussed at an ISD Board meeting, a closed session will be requested as permitted by law.

The Executive Director will request official approval from the ISD Superintendent for all proposed rejections of funding applications leading to agreement termination with a current Sub-Recipient.

Should a prospective Sub-Recipient submit an appeal to the responsible Health and Human Services official which results in a finding that Recipient acted arbitrarily, capriciously, or otherwise contrary to law, regulation, or other applicable requirements, Recipient will be directed to reevaluate Sub-Recipient's application. The ISD Superintendent will consider the facts and determine the action regarding the appeal's findings and mandates.

Possible actions may include the following:

1. review the responsible Health & Human Services official's reason(s) for finding Recipient acted in a manner arbitrary, capricious or contrary to law or regulation, and reevaluate the RFQ/RFP applications,
2. accept the prospective Sub-Recipient agency's funding application with modifications agreeable to Recipient and the prospective Sub-Recipient, or

3. deny the funding application from the prospective Sub-Recipient and notify the responsible Health and Human Services official of the result of Recipient's reevaluation and final determination.

After reviewing all options, the ISD Superintendent will decide the appeal. The Recipient's decision must be issued in writing to the prospective Sub-Recipient within thirty (30) work days or within the timeframe stated on the demand by the responsible Health and Human Services official.

If the current Sub-Recipient's operating funds are exhausted before the appeal is resolved, the Recipient will furnish sufficient funds for the maintenance of the Sub-Recipient's operations until a final decision has been reached.

FRAMEWORK FOR RECIPIENT'S PROCEDURES TO RESPOND TO A CURRENT OR PROSPECTIVE SUB-RECIPIENT APPEAL

Internal procedures for preparing a response to a current or prospective Sub-Recipient agency's appeal are divided between "Appeals of Current Sub-Recipient Agencies" and "Appeals of Prospective Sub-Recipient Agencies." Information is provided identifying all written notifications to an agency and the required documentation needed to respond to an appeal. Each scenario has some requirements as provided by law or regulation.

RESPONSE ITEMS, PERSON RESPONSIBLE AND DOCUMENTATION NEEDED FOR RECIPIENT'S TERMINATION OF A SUB-RECIPIENT AGREEMENT

In Preparation for Review by Superintendent/Designee to Defend Request for Termination of Sub-Recipient Agency and/or Designated Reviewer after Receipt of Sub-Recipient Agency's Appeal:

<u>Response Item</u>	<u>Person Responsible</u>	<u>Documentation Needed</u>	<u>Timeline Certain</u>
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<p>a. did Recipient advise the Sub-Recipient of defects/deficiencies in the program's operation prior to the notice to terminate the agreement or show cost effectiveness</p> <p>b. did Recipient provide the Sub-Recipient reasonable time and opportunity to correct the defects/deficiencies</p> <p>c. did Recipient provide, or provide for technical advice, consultation, or assistance to correct the defects/deficiencies;</p> <p>d. what steps or measures, if any, did the Sub-Recipient take to correct any defects/deficiencies;</p> <p>e. when and how did Recipient notify the agency of its decision; the reasons for the decision; how were those reasons communicated to the agency; and Date and Time Sub-Recipient no longer has authority to obligate funds</p> <p>f. is there evidence to support a claim that Recipient acted arbitrarily or capriciously;</p> <p>f. other relevant facts and circumstances in the reviewed documentation (h) provide the Recipient's Superintendent/designee with a recommendation to uphold Recipient's initial decision to terminate the agreement or grant the agency's appeal</p> <p>(i) provide the Recipient's Superintendent/designee with a sample letter of termination to Sub-Recipient agency including notice of deadline (date and time) for obligating funds</p> <p>Note: Neither Sub-Recipient (nor Recipient) may use Head Start/Early Head Start funds to pay legal fees, or other costs incurred, pursuant to an appeal. Ref: Head Start Act, Sec. 646(a)(4)(C).</p>			
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TABLE OF RESPONSE ITEMS, PERSON RESPONSIBLE AND DOCUMENTATION NEEDED FOR:
Recipient's Failure to Act on a Prospective Sub-Recipient Application

<u>Response Item</u>	<u>Person Responsible</u>	<u>Documentation Needed</u>	<u>Timeline Certain</u>
<p>An appeal filed alleging a Recipient failed to timely act on a prospective Sub-Recipient agency's funding application or notify the prospective Sub-Recipient of the application's disposition need only contain a copy of the application to Health and Human Services. The Recipient must be served a copy of the appeal at the same time it is filed with the responsible Health and Human Services official.</p> <p>The Recipient <u>must</u> maintain proof of the date the Recipient received the application. If through an RFQ/RFP process, Recipient's Contracts officials should have this information.</p> <p>Use framework for "Termination of a Current Sub-Recipient Agency Contract" and identify what sections, if any, are applicable for the appeal response.</p> <p>If under the RFQ/RFP process, Head Start works with Recipient's Contracts officials to provide any documentation that Contracts may need to notify the prospective Sub-Recipient agency.</p> <p>Head Start must collect all documentation regarding the RFQ process, the detailed budget and narrative, and communication with the prospective agency. A timeline should be developed when Head Start began "negotiations" with the prospective agency, requested additional information, etc. All correspondence must be collected. Recipient's response will include this information and timelines in its response to Health & Human Services of the prospective Sub-Recipient's appeal.</p>			

**TABLE OF RESPONSE ITEMS, PERSON RESPONSIBLE AND DOCUMENTATION
NEEDED FOR:**

RECIPIENT’S Rejection of a Funding Application from a Prospective Sub-Recipient Agency

<u>Response Item</u>	<u>Person Responsible</u>	<u>Documentation Needed</u>	<u>Timeline Certain</u>
<p>Use framework for “Termination of a Current Sub-Recipient Agency Agreement” and identify what sections, if any, apply to the appeal response.</p> <p>a. whether, when, and how the Recipient advised the prospective Sub-Recipient of alleged defects/deficiencies in the application before sending the rejection notice. This may be included in the “rejection letter” from Recipient’s Contracts unit.</p> <p>b. whether the Recipient provided the prospective Sub-Recipient reasonable opportunity to correct the defects/deficiencies; details of the opportunity given. This is typically not part of the RFQ/RFP process but should be addressed depending on what Recipient’s Contracts or Head Start requested from the prospective Sub-Recipient agency after receipt of the initial RFQ/RFP application, if the Recipient provided, or offered technical advice, consultation, or assistance to correct defects/deficiencies. This is typically not part of the RFQ/RFP process but should be addressed depending on what Recipient’s Contracts or Head Start requested from the prospective Sub-Recipient agency after receipt of the initial RFQ/RFP application.</p> <p>Steps or measures taken by the prospective Sub-Recipient to correct defects/deficiencies when and how the Recipient notified the agency of its decision; if the Recipient told the prospective Sub-Recipient the reasons for its decision; how the reasons were communicated and what those reasons were;</p> <p>if and why the agency believes the Recipient acted arbitrarily or capriciously, and any other facts supporting the agency’s appeal of the Recipient’s decision</p>			

SAMPLE LETTER

“Letter of Notice of Termination of Agreement to Current Sub-Recipient Agencies”

Note that each bulleted item may be a basis for the termination decision. To provide a basis for the kind of documentation that should support each reason, we have drafted language and ideas for references, analysis of information, and the interplay among issues such as agency Board requirements for fiscal oversight, statutory and regulatory citations, and the use of ChildPlus data. Each letter will differ radically based on documented evidence, follow-up activities, and Sub-Recipient responses.

There is always the admonishment: “Every issue has the potential to draw us down the path to an adverse action.”

(Date)

Name of Board Chairperson

XYZ Agency

Address

City, State, Zip code

Dear Mr./Mrs./Dr. *(Name of Board Chairperson)*:

This letter officially notifies your agency of the Washtenaw Intermediate School District’s (Recipient’s) intention to terminate its agreement with (XYZ agency) effective (date) . (XYZ agency) may not obligate or expend any Recipient-authorized funds effective (time) on (date) .

On (date) , the Recipient’s Superintendent advised the Board of Education of issues described below. Reasons for the termination include a continuing failure on the part of XYZ, its Board of Directors, and leadership to rectify areas of deficiency and non-compliance that resulted in a lack of services to children and families, and a second year of over-expenditure of grant funds.

Recipient is taking this action based on the following:

- I. Recurring findings that hinder the agency’s ability and capacity to function effectively and to implement its planned program without additional Recipient support or intervention. Supportive evidence includes the following:
 - a. The agency has overspent its funded allocation of \$ by \$ with (number) months of program operations remaining. The agency is unable to continue Head Start program operations without an additional allocation from Recipient. This same problem occurred in (year) when the agency overspent its allocation of \$. At that time, Recipient, on a one-time basis, provided an additional \$ in funding. The funds came with the proviso that the agency’s Board take responsibility of ensuring that the agency incur no further over-expenditures and that budget changes would not occur without prior Board and policy committee approval.
 - b. In instances where changes required prior Recipient approval (as in this case) the agency Board committed to ensuring that prior approval would be sought before the changes occurred. The failure of the Board to hold staff accountable and to ensure that funds granted to the agency are used in accord with the funding terms and conditions of the contract are clear indications that the statutory oversight responsibilities of Section 642(E)(i) and Section 642(E)(iv)(VII)(dd) of the Head Start Act are not being implemented.

- c. Despite the over-expenditure of funds, the agency has not provided all of the mandated services to enrolled children and families as described below under multiple noncompliance findings. The failure to maintain up-to-date services based on screening and assessment information means the magnitude of the problem will only grow in the absence of additional funding.

The Board of Directors was unaware of the over-expenditures in both instances although they were advised (by whom) of the noted requirements. The Head Start Act, Section 642(c)(1)(E)(iv)(VII) and VII(aa) requires the board to “approve financial management, accounting, and reporting policies, and compliance with laws and regulations related to financial statements, including the—(aa) approval of all major financial expenditures of the agency.” Each of these requirements is articulated in Recipient’s GIM and explicitly requires the Board to ensure that its oversight of agency financial activities is substantiated in detailed minutes of board and/or committee meetings that support the veracity of the information presented. In reviewing minutes of meetings for the past 12 months, and financial reports submitted to Recipient, it is apparent that the information contained in the reports is erroneous. In reviewing those reports, Recipient identified the erroneous information in the reports and provided that data to your Board. Recipient’s letter of _ (date) requested the board to respond to our concerns about the content of the reports and verify the accuracy of the information in the reports. To provide additional oversight, Recipient advised the agency in a letter dated (date) that the agency was being placed on Interim Administrative Management and assigned to (Support Level – Intensive Monitoring) of our monitoring system to provide additional time and support to the agency.

To date, Recipient has not received any of the requested responses to verify the information previously submitted or to correct the information. The audit for the period ended (date) documented the over-expenditure of funds last year. Recipient anticipates that if the current rate of expenditures continues, the audit will again verify the agency has overspent its allocation for this contract period beyond the level of over-expenditures last year. Discussions with the agency’s Fiscal Officer failed to provide the reasons for the over-expenditures or any steps to resolve the problems. The Fiscal Officer further indicates that he is unable to determine the source of the problem to propose corrective action to the Board and to managers. In the absence of procedures to safeguard the funds entrusted to the agency, Recipient must take steps to avoid further lack of accountability and oversight.

Multiple non-compliance findings that indicate a failure or inability to implement adequate local oversight and controls have been identified. The following are the specific noncompliance findings that support Recipient’s position:

- d. Over the past six months, the agency has failed to ensure the health and safety of children. This was evidenced by three children leaving the premises of three different classrooms on three different dates without being observed by staff, and being absent from the program for periods of 10 to 30 minutes unsupervised and without the care of an adult from the program. In each of these instances, the agency failed to adhere to its own policies and procedures for care and supervision, and licensing requirements (citation #s). Although the original incident was for a period of 10 minutes, the other incidents were for longer periods and ultimately deemed by Recipient as a deficiency for the agency.
- e. Two sites have violations the agency should have addressed over the summer based on an agreement with Recipient that the leaks in the roof and the resulting mold would be repaired and remediated. To date, four months after the plan for completion have passed, the leaks

have not been corrected and the mold continues to build around the water-damaged areas. These issues violate 45 CFR 1302.47(b) – Safety Practices that requires agencies to “develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with Part 1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety. In addition, 45 CFR 1302.47(b)(1)(iii) requires “All facilities where children are served are free from pollutants, hazards and toxins that are accessible to children and could endanger children’s safety”.

Our review of health information in ChildPlus and of 35 agency files in November shows a discrepancy between the two sets of data. In a follow-up review in December, the data still was uncorrected and staff could not provide the source information to show the services were actually performed. In discussions with program managers, we were told that the problems relate to new staff members who were not completely trained on ChildPlus requirements. The agency’s inability to provide the data to enter is a serious breakdown in the internal record-keeping processes given the sensitive nature of the information in question. In addition, the lack of documentation showing that services were provided well beyond the established period for follow-up is a violation of the agency’s ongoing monitoring requirements.

At least three non-compliance issues have occurred: (1) the lack of ongoing monitoring as required by 45 CFR 1302.102(b) – Monitoring Program Performance; the lack of tracking the provision of health services as required by 45 CFR 1302.102(b)(1)(i), and the timely completion of follow-up services as required by 45 CFR 1302.42(d) – Extended Follow-up Care. Because of the lack of tracking and monitoring, the agency is unable to document that each of the children whose files were reviewed has received the required services as stipulated in 45 CFR 1302.42(d).

XYZ agency was notified of these conditions beginning on _____ *(date)* and required to take corrective action. That action did not occur or was not sustained to correct the non-compliances or deficiencies. Recipient’s continued to monitor XYZ agency on at least the below-listed dates with follow-up reports provided after each visit with required corrective action. In addition to the support provided during each visit, Recipient provided the services of an independent consultant from _____ to _____. The results are described in the bi-weekly consultant’s report given to the agency. The reports indicate the agency’s inability to perform the required activities that support continuing implementation of systematic processes required to maintain adequate records, track service delivery, and ensure children and their families receive quality service.

The support provided by Recipient’s fiscal staff included the following.

(List all pertinent monitoring activity by Recipient’s, the follow-up reports provided to the agency. Include a copy of all monitoring and follow-up reports with this letter.)

Recipient provided or provided for the following training and/or technical assistance to XYZ agency to assist your agency with correcting the previously identified items.

(List all pertinent T&TA activity by Recipient to the agency. Include a copy of all T&TA and follow-up reports with this letter.)

Recipient's originally notified XYZ agency of these non-compliance/deficiencies on ____ (date) and the need for your agency to correct the identified items in the period specified. XYZ agency has failed to correct the identified items by the deadline. As more than sufficient time as lapsed from the original notification and your agency has not corrected these items; Recipient takes this action to ensure children and families receive quality services and to safeguard Federal assets.

Your agency has the right to appeal to Recipient in accordance with 45 CFR Part 1303.33 and Recipient's GIM -- Appeal Procedures for Current & Prospective Sub-Recipient Agencies. A copy of each of these documents is enclosed for your reference.

I will convene a joint meeting with the XYZ agency's governing board in the next ten (10) working days to outline the options available to XYZ agency, including the right to voluntarily relinquish the Recipient's funded Head Start and Early Head Start programs. A representative from your Policy Committee executive membership must be in attendance at that meeting.

After the joint meeting between Recipient and XYZ agency, your agency will have five (5) work days to notify me that your agency wishes to voluntarily relinquish the Head Start and/or Early Head Start programs funded by Recipient. If you choose to appeal the termination decision, you will have ten (10) working days from my official notice after the joint meeting to submit an appeal of my decision. Instructions for submission of an appeal to Recipient will be provided in my subsequent letter to you.

Sincerely,

(Name of Superintendent)

Superintendent

Washtenaw Intermediate School District

(Initials)

Enclosures: 45 CFR Part 1303.33

RECIPIENT'S GIM -- Appeal Procedures for Current & Prospective Sub-Recipient

Agencies

Copy of all pertinent Recipient's Monitoring and Follow-up Reports to XYZ agency

Copy of all pertinent Recipient's T&TA and Follow-up Reports to XYZ Agency

C: Recipient's Board Chairperson
Chief Academic Officer
General Counsel
Head Start Executive Director
Chairperson, Recipient's Head Start Policy Council
Executive Director, XYZ Agency
Chairperson, XYZ Agency Policy Committee
Director, Regional Program Manager, Office of Head Start – Region V Grants Officer, Office of Head Start – Region V



SCHOOL LAW NOTES

MAY 29, 2025

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JEFFREY J. SOLES	CRISTINA T. PATZELT
MICHAEL D. GRESENS	PHILIP G. CLARK
CHRISTOPHER J. IAMARINO	PIOTR M. MATUSIAK
RAYMOND M. DAVIS	JESSICA E. MCNAMARA
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Back to Basics: Special Education Reevaluations

The Individuals with Disabilities Act (IDEA) and Michigan's Administrative Rules for Special Education (MARSE) require a public school to reevaluate a special education student in specific situations: (1) every three years; (2) before a school exits a student from special education services (except when the student graduates with a regular high school diploma or ages out); and (3) any other time a reevaluation is warranted because of changes in the student's needs. Failing to reevaluate in any of these instances will result in an IDEA procedural violation and, in some circumstances, a substantive violation. Unless there has been an educational reevaluation in the last year, school officials should also strongly consider initiating a reevaluation upon request from a parent.

In January 2023, the MDE Office of Special Education issued a reevaluation [guidance](#) for school officials that identifies the steps for a compliant reevaluation as some or all the following:

- Review of existing evaluation data;
- Notice to the parent indicating if additional data will not be collected and why;
- If additional data will be collected, obtaining the parent's informed written consent for assessments;
- Administering technically sound and nondiscriminatory assessment tools and strategies, by qualified personnel, that will provide functional, developmental, and academic information; and
- Completing the reevaluation no later than 30 school days from the date the school received informed written consent (extension available if the parent and school agree in writing and indicate the length of the extension in school days).

An evaluation begins with the review of existing evaluation data. The IDEA regulations require that the IEP Team and "other qualified professionals" review existing data such as evaluations, parent input, current assessments, and observations by teachers and related service providers. This review typically occurs during a meeting but may also be completed without a meeting by providing input to the case manager or school psychologist.

If the team decides that no additional information is needed to determine eligibility or develop programming for the student, the reevaluation is complete. School staff must notify the parent or guardian that no additional assessment data will be collected, explain why, and inform the parent or guardian that additional assessments may be requested. Under these circumstances, the school will have satisfied its obligation to conduct a triennial

reevaluation despite having conducted no additional assessments. This practice, however, should be the exception, not the rule.

It may be enticing to review existing evaluation data and decide that a student who is already eligible does not need additional assessments. Be cautious, because if a parent sues for failure to provide a free appropriate public education, the school will likely wish it had more comprehensive data to defend its programming and placement decision. With few exceptions, a student's disability-related needs change as the student matures and the evaluation data used to determine programming should reflect those changes.

Before collecting additional assessment data, school special education personnel must attempt to obtain informed written consent from the parent or guardian. Reevaluation may proceed in the absence of consent if reasonable efforts to obtain consent are made and documented. All reevaluations must conclude with written notice to the parent explaining the outcome.

Struggling with a reevaluation situation? Please contact a [Thrun special education attorney](#).

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At the Bargaining Table: Just Cause in Sheep's Clothing

The Teachers' Tenure Act (TTA) provides that a tenured teacher may only be discharged or demoted for a reason that is not arbitrary or capricious. Best practice at the bargaining table is to incorporate this not arbitrary or capricious disciplinary standard into collective bargaining agreements (CBA). Union representatives, instead, often attempt to incorporate a just cause disciplinary standard into CBAs, which would limit school officials' discretion to impose discipline.

The phrase "just cause" is generally easy to identify in a CBA or bargaining proposal, but school officials may overlook equivalent terms that would incorporate a just cause disciplinary standard into a CBA. A clear understanding of the "not arbitrary or capricious" and "just cause" disciplinary standards should help school officials identify whether the union's next bargaining proposal is an attempt to sneak a just cause disciplinary standard into a CBA.

Not Arbitrary or Capricious

The Merriam-Webster Dictionary defines "[arbitrary](#)" as "coming about seemingly at random or by chance," and "[capricious](#)" as "impulsive, unpredictable." The State Tenure Commission recognized in *Cona v Avondale School District*, which was affirmed by the Michigan Court of Appeals, that a disciplinary decision

that is supported by a reasoned explanation, based on the evidence, is not arbitrary or capricious.

The not arbitrary or capricious disciplinary standard aligns with the TTA, and, when incorporated into a CBA, requires that school officials use the same disciplinary standard for both discipline and discharge or demotion. If a CBA includes a just cause disciplinary standard for discipline, while the TTA requires a not arbitrary or capricious disciplinary standard for termination, it would be easier for a school official to justify termination charges against a teacher than to justify imposing discipline less than termination. Arguably, including a just cause disciplinary standard in a CBA could incentivize a school official to bring tenure charges against a teacher rather than impose a lesser form of discipline.

Just Cause

The arbitration decision in *Enterprise Wire Company* provides an often-cited test used to establish just cause by affirmative responses to all the following questions:

1. Did the employee have forewarning or foreknowledge of the possible or probable disciplinary consequences of the employee's conduct?
2. Was the employer's rule or managerial order reasonably related to the orderly, efficient, and safe operation of the employer's business, and performance the employer might properly expect of the employee?
3. Did the employer, before administering discipline to the employee, make an effort to discover whether the employee did in fact violate or disobey a rule or order of management?
4. Was the employer's investigation conducted fairly and objectively?
5. At the investigation, did the "judge" obtain substantial evidence or proof that the employee was guilty as charged?
6. Has the employer applied its rules, orders, and penalties evenhandedly and without discrimination to all employees?
7. Was the degree of discipline administered by the employer reasonably related to the seriousness of the employee's proven offense and the employee's record with the employer?

Affirmative responses to all seven questions generally establish that just cause exists to take disciplinary action. If the answer to any question is no, the just cause standard may not be met. Just cause is a high legal threshold and could potentially make a school's disciplinary or termination action more

difficult to implement and subsequently defend in a grievance or other legal proceeding.

School officials are reminded to review bargaining language closely to identify whether a just cause disciplinary standard is being proposed. Just cause may be in a bargaining proposal hiding in sheep's clothing when unions attempt to include these seven factors into a CBA to establish a just cause standard without specifically referring to just cause. If you have questions about bargaining language or strategies, contact a [Thrun labor attorney](#).

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July 15 Is the Notice Deadline for Teachers Rated as “Ineffective” or “Needing Support”

Does your school have any teachers rated overall “ineffective” or “needing support” on their most recent year-end performance evaluation? Have you hired a new teacher who this past school year was rated “ineffective” or “needing support” by another school? If your answer is “yes” to either question, be aware that Revised School Code Section 1249a prohibits a school district, intermediate school district, or public school academy from assigning a student to be taught in the same subject area for two consecutive years by a teacher who was rated “ineffective” or “needing support” on their two most recent annual year-end evaluations. A school is also prohibited from assigning a student for two consecutive years in the same subject area to *any* teacher rated “ineffective” or “needing support” on their two most recent annual year-end evaluations.

Although the “ineffective” rating is no longer used for teacher evaluations, Section 1249a’s requirements remain in effect for teachers rated either “ineffective” or “needing support” during the 2023–2024 school year as well.

If a school cannot comply with this requirement, the school board must provide the student’s parent or legal guardian with written notice of the assignment by July 15. The written notice must specifically advise the parent or legal guardian that: (1) the school cannot comply with Section 1249a; and (2) the student has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as “ineffective” or “needing support” overall on their two most recent annual year-end evaluations. The notice need not identify the teacher by name, but it must explain why the school cannot comply.

If a teacher challenges their evaluation rating under Section 1249, the board is prohibited from issuing the notification until the Section 1249 review process is complete.

Further, the “two most recent annual year-end evaluations” could include evaluations from a teacher’s previous school employer. According to MDE, there is no statewide database for teacher evaluations to enable a school to readily consider an evaluation rating assigned by a former school employer. To ensure compliance with Section 1249a, administrators should require prospective hires to provide copies of their two most recent annual year-end evaluations before offering employment.

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2026 Statutory Hard Cap Limits for Medical Insurance

On March 28, 2025, the Michigan Department of Treasury notified all public employers of the “hard cap” contribution limits under the Publicly Funded Health Insurance Contribution Act (PA 152) for medical benefit plans renewing on or after January 1, 2026. The 2026 contribution limit increased by 2.9% over the 2025 levels. The adjustment is based on the change in the consumer price index’s medical care component for the previous 12-month period.

For medical benefit plan coverage years ***beginning on or after January 1, 2026***, a public employer may contribute up to the following amounts toward a medical benefit plan:

- \$7,942.09 multiplied by the number of employees with single-person coverage;
- \$16,609.38 multiplied by the number of employees with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage; and
- \$21,660.30 multiplied by the number of employees with family coverage.

As the bargaining season starts to heat up, it is essential that school officials understand how PA 152 hard cap rates work and their relevance in the collective bargaining process. PA 152 requires public employers to limit their contributions to employee medical benefit plans by implementing either a hard cap or “80/20” cost-sharing formula.

When a school decides to use the hard cap formula, it should consider including the specific annual hard cap amounts in their applicable CBAs. This practice effectively “locks in” the school’s obligation to pay those specific amounts for the duration of that benefit year, as specified in the CBA.

Including the hard cap amounts in a CBA is advantageous to schools in case PA 152 is amended or repealed. Rather than being subject to a new medical benefit contribution that the Legislature could

establish in the hard cap's absence, the school would only be obligated to contribute the sums specifically listed in its current CBA until the CBA expires. Employing this strategy could help shield the school from unpredictable, year-to-year adjustments and facilitate more accurate budget forecasting and planning for upcoming school years.

Alternatively, a school may negotiate the inclusion of a "local cap" on the hard cap increases within its CBAs. By using local cap language, the school would pay the hard cap amounts as adjusted by the Legislature; however, any subsequent legislative increase would be capped at a maximum percentage as negotiated at the table, typically no more than 3% year-over-year. This is a more employee-friendly approach as it accommodates changes influenced by inflation while ensuring financial predictability for the school's business office.

If you have any questions regarding the 2026 hard cap amounts or need further guidance on incorporating these amounts into your CBAs, please contact a [Thrun labor attorney](#).

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Is That Extra? Ins and Outs of Student Fees

School officials are often confused about which types of fees may be charged to students. The Michigan Constitution mandates that the Legislature "maintain and support a system of free public elementary and secondary schools." In *Bond v Ann Arbor School District*, the Michigan Supreme Court clarified the scope of that constitutional provision and provided guidance about when charging students fees is legally permissible.

Generally, schools cannot charge fees for items that are associated with a school's required or elective curriculum, or that involve activities that may impact a student's grade or credit.

Security Deposits for Textbooks and Materials

According to caselaw, textbooks and school materials, such as laptops, are an essential part of a free public school education and must be provided to students without charge. A student may, however, be charged for damaging or losing textbooks and other school materials.

Some schools require students to provide security deposits to protect against damage to textbooks and laptops beyond ordinary wear and tear. Security deposits are permitted if reasonable and refundable and serve as a practical tool to help protect against damage to or loss of education materials. According to the Michigan Department of Education (MDE), a security deposit is not "reasonable" if the amount

equals the total cost or replacement value of the item. Instead, the useful life of the book or materials must be taken into consideration. Further, when only normal wear and tear occurs, the security deposit must be refunded in full.

Fees for Extracurricular Activities

Schools may charge participation fees for extracurricular activities if: (1) students are not required to participate to receive a diploma; (2) academic credit is not given for participation; and (3) fees can be waived for those students who wish to participate but cannot afford the fees. Fees also may be charged for admission to extracurricular events, such as sporting events, concerts, plays, or assemblies if attendance is not required and student grades or credit are not affected.

Fees for Clothing and Towel Usage

Schools may charge students a reasonable fee for clothing usage, such as physical education uniforms or special band shoes, for required or elective courses. If, however, a school requires clothing or a uniform of a specific color, style, or manufacturer, the item must be provided free of charge. Towels should be provided for personal hygiene purposes if physical education or athletic activities are required for credit and must also be laundered at no cost. Schools are not responsible for providing special clothing or towels for extracurricular activities.

Purchasing Band Instruments

If band or orchestra is offered as an extracurricular activity, students may be charged a reasonable fee for instruments. If band or orchestra is part of the school's required or elective curriculum and credit is given, MDE requires the school to provide free instruments, on a reasonable basis, to qualified students. While "reasonableness" is not defined, MDE suggests that it means something less than providing instruments of choice to all students. Reasonable provision of instruments may include requiring students to share instruments or use a different available instrument. Schools also may require a reasonable security deposit for the use of instruments.

Cost of Materials for Wood Shop, Art, and Similar Courses

Schools must also provide materials and supplies for projects in wood shop class, art, and similar courses that are taken for credit. Any required classroom projects that are made from school-purchased materials become the school's property. Schools, however, may allow students to purchase these projects. Alternatively, students may purchase their own materials and keep the project at the end of the class. A school is not required to purchase materials used for projects that are not required for credit.

Tuition for Other Special Courses

Schools may charge for students voluntarily attending summer school. According to MDE, schools may also require payment of a reasonable fee for adult education courses if the adult is not earning credit toward a high school diploma and is not counted in membership for state aid purposes. Schools must pay for tuition and textbooks for college courses that are offered for high school credit.

Costs and Fees for Travel and Trips

Schools may charge students costs and fees for travel, not to exceed the cost of the trip, including transportation costs to and from nonmandatory events. A nonmandatory event is one that students voluntarily participate in and does not affect their promotion from grade to grade or high school graduation. If students do not receive academic credit for the extracurricular trip, schools may require students to pay entrance fees or ticket admissions. Schools must pay students' entrance fees or ticket admissions charged on a field trip that is required for grade or credit.

If you have any questions on the type of student fees your school can charge students, please contact a [Thrun student issues attorney](#).

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Student Handbook Reminder

As the school year winds down, school officials should begin reviewing and revising student handbooks for the 2025-26 school year. A comprehensive and well-written student handbook is an important tool to ensure compliance with state and federal law, support student discipline decisions, and reduce the risk of litigation and other disputes. Generally, student handbooks should be reviewed and updated annually.

Thrun offers a model student handbook to both our Thrun Policy Service subscribers and to non-subscribers. The Thrun Policy Service subscriber version of the student handbook aligns with the Thrun Board Policy Manual and Administrative Guidelines and is intended to be easily implemented by Thrun Policy Service subscribers. This handbook is sold together with an employee handbook. Thrun updates the handbooks annually, and clients who purchase the handbook and subscribe to Policy Service updates will also receive handbook updates.

The student handbook for clients that are not Thrun Policy Service subscribers allows for client customization to ensure it aligns with your school's expectations and policies, as well as legal requirements.

Regardless of the source for your school's student handbook, school officials must ensure the handbook

aligns with your school's board policies and any applicable administrative guidelines before implementation.

When updating existing handbook language, consider the following recommendations, including helpful pointers to avoid common missteps:

Disclaimer Language

Include language at the beginning of the student handbook advising that the handbook is not intended to be all-encompassing, that it does not create a contract between the school and parents or students, and that school officials may revise the handbook to implement the school's education program and ensure student wellbeing. The disclaimer language also should state that school officials are responsible for interpreting the handbook and, if the handbook does not address a specific situation, school officials will make decisions based on staff discretion, applicable board policies and administrative guidelines, and state and federal statutes and regulations, consistent with the school's best interests.

Board Policy

Board policy is typically more comprehensive than handbook language, and board policy ultimately controls. Any conflict, ambiguity, or inconsistency between the handbook and board policy and its application to student matters could undermine a school's decisions and create liability exposure.

Student Discipline

State law requires that every school develop and implement a student code of conduct. Schools often include the student code of conduct in student handbooks. All handbook provisions addressing student discipline, including the code of conduct, must comply with law and board policy.

Consistent Implementation

School officials must ensure consistent implementation of the handbook for all students. Adhering to established disciplinary procedures for every student offense will help schools ensure consistency and defend against allegations of discriminatory decisions.

Non-Discrimination Provisions

Handbooks should include: (1) a comprehensive statement prohibiting discrimination (including unlawful harassment); (2) a summary of the applicable investigation process; and (3) the identity of the person or position authorized to receive discrimination complaints. Failure to include these provisions could result in liability, even if the school takes appropriate action when responding to a discrimination complaint. We recommend reviewing board policy, administrative

guidelines, and student handbooks to ensure that appropriate non-discrimination provisions are included.

Other Considerations

School officials should post the student handbook to the school's website and include a copy of the student handbook in student agendas or planners (if provided), with a letter to parents. Wide dissemination of the student handbook helps ensure that students and parents have notice of expectations for student conduct and potential disciplinary consequences. School officials also should develop protocols to ensure that students who transfer into the school during the school year receive the student handbook.

A well-drafted student handbook is an important tool for school management and can be valuable in defending against legal claims and OCR and state civil rights complaints, but only when it is consistent with applicable law and board policy, up-to-date, consistently implemented, and widely disseminated.

If you are interested in Thrun's model handbook or becoming a Thrun Policy Service subscriber, please contact Lucas Savoie at lsavoie@thrunlaw.com. Alternatively, Thrun attorneys are available to review student handbooks to ensure compliance with law and board policy. Please contact a [Thrun attorney](#) if you are interested in a student handbook review.

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A School By Any Other Name...

When updating or adopting board policies, school boards may overlook one seemingly small but critically important detail – how the school district's legal name is listed in its bylaws. Though it may appear to be a minor issue, inaccuracies in how a district refers to itself in official documents risks significant legal consequences.

Name Changes Through Policies

When adopting most board policies, the school board must include within its bylaws the district's official legal name. For Thrun Policy Service subscribers, see Policy 2102 ("School District's Legal Name and Status"). Previously, the Revised School Code required boards to adopt resolutions changing their names and to formally notify MDE of the change for formal recognition. This provision has since been removed, and now, all that is legally necessary to change a district's name is a modification of its bylaws.

Though the name-change process is simplified, it can lead a school board to inadvertently change its district's legal name. For example, a district's proper name might be "XYZ Township School District No. 9" but be colloquially referred to as "XYZ Public Schools."

If the informal name is used in the bylaws, the board has effectively changed the district's legal name.

Name Change Concerns

An unintentional name change can cause confusion and create inconsistencies between policies and other legal documents. Even worse, it can raise questions about the enforceability or validity of documents in which the varying names appear. For example, inconsistencies could cause problems related to board resolutions, ballot propositions, bond offering documents, state aid, Internal Revenue Service (IRS) filings, registrations for federal grants through SAM.Gov, and many more.

Due to the radical impact that such a small change can have on a district's governance, it is critically important that school officials, including board members, are aware of the district's actual legal name and ensure consistency in all records.

Next Steps

For Thrun Policy Service subscribers, the policy implementation checklist notes the importance of properly inserting your district's legal name. If your district's legal name has been inadvertently listed incorrectly, the board may modify Policy 2102 to correct the error. Please contact your [Thrun finance attorney](#) if you are unsure of your district's historical name. If your school uses board policies other than Thrun Policy Service, you also may need to contact your policy service provider for guidance.

If your district desires to intentionally change its legal name, it can do so by amending its bylaws. The school should then contact all necessary authorities, including the IRS, MDE, the Michigan Department of Treasury, your ISD, and relevant advisors, including your finance attorney and financial advisors, with updates.

What might seem like a minor naming error can have significant implications and consequences when it comes to legal compliance, financial integrity, and institutional credibility. By paying careful attention to the use of your school district's full legal name as part of your routine policy and document review process, you will protect the school's interests and ensure smoother operations in everything from borrowing to governance.

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MFA 2025 State Aid Note Program Documents Now Available!

The Michigan Finance Authority's (MFA) August 2025 state aid note (SAN) program materials, including the loan application, cash flow workbook, instructions, and financing schedule, are now available on the MFA's

website at www.michigan.gov/treasury/finance/mfa/note. The general powers school district and ISD deadline for filing application materials with the MFA is **Tuesday, July 1, 2025**.

PSAs can find applicable MFA SAN documents at <https://www.michigan.gov/treasury/finance/mfa/finance/school/public-school-academy-state-aid-note-psa-san>. The PSA deadline for filing application materials is **Monday, July 7, 2025**. PSAs should contact their note counsel for additional details.

As in the past, the MFA requires that schools adopt a resolution authorizing the state aid note, and the resolution must be prepared by nationally recognized note counsel. The form resolution for the August 2025 state aid note program is now available. School officials should complete their application and cash flow materials and provide them to their [Thrun finance attorney](#) for preparation of the state aid note authorizing resolution.

General powers school districts and ISDs may opt to participate in the “set-aside pool,” the “no set-aside pool,” or both. With the set-aside pool, a school district or ISD must make monthly payments on the note before the note matures, as set forth below:

3 set-asides - May 2026 through July 2026

or

5 set-asides - March 2026 through July 2026

or

7 set-asides - January 2026 through July 2026

In contrast, the no set-aside pool allows a school district or ISD to pay the principal and interest on the note as a lump-sum payment when the note matures in August 2026.

PSAs, on the other hand, are required to make 11 equal set-aside payments from October 2025 through August 2026.

The MFA’s borrowing parameters are largely unchanged from last year. As always, to participate in the MFA’s SAN program, schools must reasonably project a cash flow deficit. If your cash flow does not show a deficit, but you still want to borrow for operating purposes, please contact your [Thrun finance attorney](#) to discuss alternative options.

A school that has been denied qualified status by the Michigan Department of Treasury will need to file its “prior approval” application with Treasury at least 30 business days (i.e., 6 weeks) before approval is needed. For a school participating in the MFA state aid note program, the prior approval application should be filed with Treasury no later than **Thursday, June 5, 2025**. The authorizing resolution must also be adopted by that date so it can be filed with Treasury in conjunction with the prior approval application.

Regardless of whether your school plans to participate in the MFA program, if you expect to issue a state aid note or tax anticipation note this summer, please contact your [Thrun finance attorney](#) to begin the process.

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USDOE Title VI Certification Requirement Paused: What’s Next?

As you probably saw in our flurry of recent [E-Blasts](#), there were a number of recent “eleventh-hour” court rulings regarding the U.S. Department of Education’s (USDOE) Title VI anti-discrimination certification. USDOE was requiring schools to certify their compliance with federal anti-discrimination laws and potentially face the loss of federal funding and other legal consequences for violating USDOE’s current interpretation of discrimination under Title VI.

Background

On April 24, 2025, federal district courts in New Hampshire, Maryland, and Washington D.C. issued preliminary injunctions or stays prohibiting USDOE from enforcing its Title VI antidiscrimination certification. In New Hampshire, the National Education Association (NEA) sued USDOE to enjoin the certification efforts. That court issued an order prohibiting USDOE from enforcing several of its DEI-related compliance guidelines, including the certification requirement against any school that employs, contracts with, or works with NEA, including Michigan Education Association members.

A federal court in Maryland issued a stay prohibiting USDOE from enforcing its February 14, 2025 “Dear Colleague” Letter. A result of that stay is that USDOE was effectively prohibited from taking enforcement action against a school that did not sign the April 3, 2025 Title VI certification.

Finally, the federal court in Washington D.C. issued an order prohibiting USDOE from enforcing the Title VI certification and taking any adverse action against a school that had already signed or submitted a certification.

USDOE’s Response

These district court decisions collectively pause, at least for the moment, USDOE enforcement of the “Dear Colleague” Letter and its related Title VI certification requirements nationwide. The injunctions and stay were the result of preliminary hearings, where courts generally determine whether to maintain the status quo before the matter can be fully resolved on its merits.

The federal government has several options on how to respond to the pause on its certification efforts. First,

USDOE could appeal the stay and injunctions for review by another judge to overturn the decisions and seek enforcement of its Title VI certification. Alternatively, USDOE may wait for an opportunity to argue its case on the merits and, if successful, subsequently enforce the certification requirement.

USDOE may also take action through the formal federal rule-making process to effectuate its broader anti-discrimination policies and require related compliance and certification. The federal government also could issue additional directives, executive orders, and other guidance to try to accomplish its anti-discrimination goals without relying on its April 3, 2025 certification form.

While USDOE cannot currently enforce its certification, school officials should not expect that this is the last we will hear from USDOE on this matter. For now, schools may reasonably rely on their previous Title VI compliance certifications (which are generally required to receive federal grants and funding), along with Dr. Rice's April 10, 2025 letter to satisfy any Title VI certification requirements.

As always, our Firm will continue to keep clients updated on this situation, including any attempts by USDOE to enforce its Title VI April 3, 2025 certification requirement.

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From Service to the Stand: Navigating Subpoenas for Testimony

A subpoena compelling a school employee to testify can trigger a flood of questions: What are the first steps? Is the subpoena valid? Can a school employee testify about student behavior or confidential student communications? This article answers the critical questions that school officials need to know to successfully navigate a subpoena for testimony.

Initial Steps

School employees receiving a subpoena should immediately notify their supervisor. Not all subpoenas are valid, but improperly evaluating a subpoena's validity can lead to legal problems. Administrators are encouraged to work with legal counsel to evaluate how to respond to a subpoena.

Many attorneys send a cover letter with the subpoena advising the witness to contact the requesting attorney immediately upon receipt to discuss the witness's testimony. Unless an exception applies, a school employee should not discuss student information until they obtain signed consent from a parent or guardian (or from the student if over 18 years old or emancipated) allowing disclosure of student record information. An attorney's bare assertion that

they represent the student or family is insufficient. Before contacting the attorney who sent the subpoena, school administrators should consult with the school's legal counsel about whether the employee should contact that attorney and what, if anything, can be shared.

Proper Service

A subpoena must be properly served. A subpoena addressed to a school must be served on the school board president, secretary, treasurer, or "an officer having substantially the same duties" as those officers. Service on a superintendent satisfies this requirement. A subpoena addressed to an individual school employee must be served directly on that individual. Service can be accomplished by hand delivery (personal service) or by registered or certified mail. Email service is not valid.

Subpoena Contents & Timing

A subpoena's first page must identify: (1) the case name; (2) the court in which the lawsuit or matter is pending; and (3) the case number. A Michigan subpoena must be signed by an attorney of record in the lawsuit, the court clerk, or a judge.

A subpoena must also specify whether it is requiring document production, witness testimony, or both. A subpoena for witness testimony must state a date and time for the witness to testify and must provide at least two days' notice. A subpoena for the production of documents must provide at least 14 days' notice.

Witness Fees

If the subpoena compels in-person testimony, the witness usually must receive attendance and mileage fees at the time of service from the party issuing the subpoena. The attendance fee is generally \$12 for each day or \$6 for each half day, and the mileage fee is the established round-trip per-mile reimbursement rate estimated from the witness's residence to the place of attendance. For a virtual hearing, mileage is likely not necessary, but the witness fee is still required.

Information Sought

Michigan's Revised Judicature Act (RJA) requires parental or guardian consent (if the student is a minor) or student consent (if the student is 18 years or older or emancipated) before providing testimony or records regarding the student's behavior or confidential communications between the subpoenaed witness and the student. The Michigan Court of Appeals has called this law the "teacher-student privilege."

The RJA also applies to a "guidance officer, school executive or other professional person engaged in character building in the public schools . . . who maintains records of students' behavior or who has

records in his [or her] custody, or who receives in confidence communications from students.”

Additionally, the Family Educational Rights and Privacy Act (FERPA) generally requires before a student’s education records can be disclosed in response to a subpoena that the school make a reasonable effort to notify the parent or guardian (or the student if 18 years or older or emancipated) of the subpoena so that the parent, guardian, or student may seek a protective order preventing the release of the record.

Testimony

If the subpoena is valid – then what? Testifying in court can be intimidating, but the following practical steps should give school employees the confidence to take the stand.

1. Tell the truth.

The first rule is the most important and the easiest to remember: tell the truth! Lying under oath is perjury, which carries criminal penalties. It is fine not to know an answer to a question; however, as a witness, you are required to testify truthfully and to the best of your ability based on your personal knowledge.

2. Do not be afraid to say “I don’t know.”

If you do not know the answer to a question, say so. There is nothing wrong with truthful answers such as, “I don’t recall” or “I don’t know.” If you do not know the answer or do not clearly remember a certain detail, do not guess or make something up.

Unless you are testifying as an expert witness, you are only expected to testify as to your personal knowledge. You are a fact witness; you are not being called to speculate. If you are asked a question that you do not feel qualified to answer, say so. For example, in a custody dispute, neither attorney should ask you to offer an opinion on the parent’s fitness or which parent should have custody of a student. But, if you are asked such a question, it would likely be appropriate to respond that (1) you are not an expert in child welfare or child custody matters, (2) you have limited information about the parents and their respective home lives, and (3) you can only speak to what you have observed at school.

3. Be on time.

For in-person hearings, allow ample time to drive to the courthouse, park, and find the courtroom. You will likely need to pass through security screening as you enter the courthouse. Many courthouses also prohibit individuals who are not attorneys from bringing a cell phone into the building. Check the courthouse rules in advance to avoid having to make a trip back to your car.

For virtual hearings, ensure that you access the hearing from a quiet and confidential location with sufficient time and equipment to connect to the videoconference or telephonic link.

Failure to appear when subpoenaed is punishable as contempt of court and can have serious consequences. If an emergency arises that may delay or prevent your appearance at the appointed time, you should contact the court promptly to explain your situation. The phone number for the court appears on the subpoena.

4. Follow courtroom protocol.

Courtroom proceedings are formal. Whether subpoenaed to testify in person or virtually, you should wear, at a minimum, business casual (i.e., collared shirts, slacks, and closed toe shoes). Avoid t-shirts, shorts, and hats.

When the judge enters the courtroom, a court official will say, “All rise.” When you hear this, you must stand up (to the extent that you are able) until the judge directs you to be seated. Similarly, everyone will stand when the judge leaves the courtroom.

When answering “yes” or “no” questions, especially during cross examination, be sure to answer with a verbal “yes” or a “no.” If you nod your head or answer with an “mm-hmmm” in response to a question, at best the judge will likely ask you to clarify your response for the court record and at worst your testimony may be misunderstood or misconstrued.

5. Maintain composure.

Do not let attorneys put words in your mouth. If an attorney rephrases or summarizes what you have said, make sure it is accurate. Listen carefully to how your testimony is being rephrased and determine whether you agree with that rephrasing. Sometimes the testimony is being rephrased to clarify your statements. Other times the testimony is being rephrased to confuse or misconstrue your statements. If you do not agree with the rephrasing, speak up.

If an attorney asks whether you talked to any attorneys about your testimony, do not hesitate to say that you spoke with the school’s attorney (if that is the case). These conversations are entirely permissible; however, while you may say that you spoke with the school’s attorney in preparation for testifying, you should avoid discussing the specific details of your conversation because that information may be subject to the attorney-client privilege.

If you have questions about how to respond to a subpoena, or how to assist staff members subpoenaed to testify, please contact a [Thrun attorney](#).

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Austin Munroe Joins Thrun Law Firm

We are pleased to announce that Austin W. Munroe has joined Thrun Law Firm as an associate attorney in our East Lansing Office.

Austin graduated from Michigan State University in 2020 with an undergraduate degree in political science and, in 2024, he graduated from DePaul University College of Law in Chicago.

During law school, Austin interned with First Nation Group, a leading medical device supplier to the Department of Veteran Affairs. Austin also clerked for a summer with the Consumer Protection Division of the Indiana Attorney General's office.

After growing up in Saline, Austin and his wife currently reside in DeWitt. In his free time, Austin enjoys spending time on the golf course, trying new recipes, and spending time with family up north.

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Date	Organization	Attorney(s)	Topic
June 12, 2025	St. Joseph ISD Superintendent's Academy	Lisa L. Swem	School Law Update
June 12 & 13, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings
June 23, 2025	MASSP	Jennifer K. Starlin	Navigating Parent Requests Without Rocking the Boat
June 23, 2025	MASSP	Robert A. Dietzel	Special Education Pitfalls – 2025 Edition
August 4, 2025	Wexford Missaukee ISD	Lisa L. Swem	School Law Update
August 5, 2025	Charlevoix-Emmet ISD Superintendent's Academy	Lisa L. Swem	School Law Update
August 6, 2025	UP Administrators Academy	Lisa L. Swem	School Law Update
August 11-13, 2025	MAASE Summer Institute	Thrun Attorneys	Hot Topics in Special Education Law
August 14, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Leave Rundown: FMLA, ADA, & Contractual Leaves
August 14, 2025	Eaton RESA	Michele R. Eaddy	Special Education Legal Update
September 5, 2025	Shiawassee RESD	Michele R. Eaddy	Section 504 Training
September 9, 2025	MASPA	Lisa L. Swem	Employee First Amendment Speech Rights
September 11 & 12, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings
September 18, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Evaluations: What You Need to Know
November 20, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – CBA Summary: Grievances & Collective Bargaining
December 4 & 5, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings