



## March 11, 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, March 11, 2025 05:00 PM

- 1. Call To Order - Vice President Mary Jane Tramontin**
- 2. Roll Call - TJ Greggs, Administrative Assistant to the Superintendent**
- 3. Approval of the Agenda**

[March 11, 2025 Agenda Memo \(p. 4\)](#)

### **4. Communications**

### **5. Public Participation**

### **6. Presentation**

#### **A. CTE Efforts Update**

### **7. Equity, Inclusion, and Social Justice Dialogue**

#### **A. Board of Education Mid-Year Report**

### **8. Consent Agenda**

#### **A. Approval: Minutes**

[2-25-25 Minutes \(p. 9\)](#)

#### **B. Approval: Superintendent's Recommendations**

##### **090-24-25 Employment Recommendations**

[New Hire\\_A. Pennington.pdf \(p. 13\)](#)

[New Hire\\_C. Gray.pdf \(p. 16\)](#)

[New Hire\\_H. Appelt.pdf \(p. 19\)](#)

[New Hire\\_J. Bishop.pdf \(p. 21\)](#)

[New Hire\\_K. Vincent.pdf \(p. 23\)](#)

[New Hire\\_K. Webster.pdf \(p. 29\)](#)

##### **091-24-25 Reclassification Requests**

[Position Change\\_D. Mays.pdf \(p. 34\)](#)

[Position Change\\_M. Dubiel.pdf \(p. 40\)](#)

[Position Change\\_S. Doyle \(p. 42\)](#)

**092-24-25 New Position Requests**

[New Position\\_MiSTEM Program Manager.pdf \(p. 48\)](#)

**093-24-25 Staff Resignations**

[Resignation\\_A. Ashley.pdf \(p. 53\)](#)

[Resignation\\_W. Anklin.pdf \(p. 55\)](#)

**094-24-25 Staff Retirements**

[Retirement Updated\\_M. Corley.pdf \(p. 57\)](#)

**095-24-25 Lease Extension – Dexter Young Adult**

[Dexter YA Lease Extension Memo \(p. 60\)](#)

[WISD Third Lease Extension Agreement 2025 \(p. 61\)](#)

**096-24-25 Concentrate Media - Voices of Youth Contract**

[Board Memo - Concentrate Voices of Youth CTE \(p. 63\)](#)

[WISD+CTE+Concentrate VOY 2025 \(p. 64\)](#)

**9. New Business**

**A. Recommended Modifications to the 2022-2025 Staff Manual for Non-Affiliated and Early Childhood Personnel**

[Non-Affiliated Manual Modifications Transmittal Memo 2022-25 Revisions Memo \(p. 69\)](#)

[Non-Affiliated Manual Modifications Transmittal 2022-25 Revisions Feb 2025 \(p. 70\)](#)

**B. Michigan Researchers Associates, Inc. (EPIC ? MRA) Contract**

[EPIC MRA Memo.pdf \(p. 113\)](#)

[Washtenaw ISD Survey K February 2025 \(p. 114\)](#)

**C. Revised YCS Head Start Contract**

[Board Memo Revised YCS Head Start Contract \(p. 117\)](#)

[2024-2025 Head Start Sub-Recipient Agreement Contract Edited \(p. 118\)](#)

[WISD 2024-2025 Head Start Sub-Recipient Agreement Contract CLEAN copy \(p. 218\)](#)

**D. Revised Amplify Reflective and Responsible Teaching (AR2T) Contracts**

[Board Memo AR2T for Preschool Contracts \(p. 317\)](#)

[ART Contract Amendment 2025 \(p. 318\)](#)

[New ART Contract 2025 \(p. 320\)](#)

[AMENDMENT\\_Teacher Education For Action, LLC Contract \(p. 325\)](#)

[Teacher Education For Action, LLC Contract \(p. 327\)](#)

**E. Reclamation Education, Project, LLC/Maisie Gholson Contract Amendment –  
Contracted Services Agreement for 2025-2026**

[Board - Memo Reclamation Education March 2025 \(p. 332\)](#)

[AMENDMENT Reclamation Education Project LLC March 2025 \(p. 334\)](#)

**10. Other Items of Business**

**11. Board of Education Reports**

**12. Administrative Reports**

**A. Superintendent’s Report**

**B. Retainer Newsletter**

[February\\_2025\\_School\\_Law\\_Notes \(p. 336\)](#)

**13. Adjournment**



**MEMORANDUM**

**TO:** Board of Education  
**FROM:** Naomi Norman, Superintendent  
**DATE:** March 4, 2025  
**RE:** Regular Meeting March 11, 2025

**Agenda Item 3:** Approval of the Agenda: Vice President Mary Jane Tramontin will ask for approval of the agenda.

**Agenda Item 4:** Communications: There are no communications at this time.

**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.** CTE Efforts Update: Executive Director of Career and Technical Education Ryan Rowe will present updates of the career and technical education efforts in Washtenaw County to the Board.

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

**A.** Board of Education Mid-Year Report

**Agenda Item 8:** Consent Agenda

**A.** Approval: Minutes: Approval of the minutes of the February 25, 2025, regular meeting.

**B.** Approval: Superintendent's Recommendations:

The Superintendent recommends the Board accept the following employment recommendations:

**090-24-25** Employment Recommendations: Please see the employment recommendations for: Amanda Pennington as a Speech Language Pathologist for the Academic Behavior Team. If approved Amanda Pennington's salary would be \$90,599, Step 15, Base MA. All other fringe benefits are set forth in the Unit 2 contract.



Carol Gray as a Principal for the Young Adult Program. If approved Carol Gray's salary will be \$126,233, Grade 12/Step 5. All other fringe benefits are set forth in the Non-Affiliate Agreement.

Heather Appelt as an Orientation and Mobility Provider. If approved Heather Appelt's salary will be \$99,013, Step 15, MA+60. All other fringe benefits are set forth in the Unit 2 contract.

Jesse Bishop as a Teaching Assistant. If approved Jesse Bishop's salary will be \$26,702 Step 1. All other fringe benefits will be set forth in the Unit I contract.

Kimirah Vincent as a Family Engagement Manager. If approved Kimirah Vincent's salary will be \$80,835 (Grade 9, Step 3). All other fringe benefits will be set forth in the Non-Affiliated contract.

Kenitra Webster as a School Social Worker. If approved Kenitra Webster's salary would be \$84,486, Step 9, MA+60. All other fringe benefits are set forth in the Unit 2 contract.

The Superintendent recommends the Board accept the following reclassification:

**091-24-25      Reclassification Requests:** Please see the reclassification request for:  
D'Air A Mays, current position: Teaching Assistant, 1.0 FTE, 185 workdays, Salary: \$43,621, Unit I.  
Recommended position: Behavior Specialist, 1.0 FTE, 185 workdays, Salary: \$56,093, Unit II.

Melissa Dubiel, current position: Tech Specialist 11, 0.8 FTE, 230 workdays, Salary: \$71,253, Non-Affiliated. Recommended position: Office Professional II, 1.0 FTE, 230 workdays, Salary: \$47,404, Non-Affiliated.

Stacey Doyle, current position: Inter-Agency Coordinator, 1.0 FTE, 210 workdays. Salary: Grade 10/Step 5 \$95,252, Non-Affiliated. Recommended position: Ypsilanti School Social Worker, 1.0 FTE, 185 workdays, Salary: Step 15/MA \$90,599, Unit II.

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

**092-24-25      New Position Requests:** Please see the new position requests for:  
MISTEM Program Manager, 1.0 FTE, 230 workdays, salary level Grade 9, Worksite: TLC, Non-Affiliated bargaining.

The Superintendent recommends the Board accept the following resignation:

**093-24-25      Staff Resignations:** Please see the resignation requests for:  
Amber Ashley, effective March 14, 2025. Amber has been employed with the WISD since April 11, 2019, as a Teaching Assistant at High Point School.

William Anklin, effective March 14, 2025. William has been employed with the WISD since January 30, 2023, as a Technology Assistant.

**094-24-25      Staff Retirements:** Please see the retirement requests:

Michael Corley, changing his retirement effective date from August 31, 2025, to December 31, 2025. Michael has been employed with the WISD since December 10, 2018, as a Teaching Assistant in our Local Based Dexter Program.

**095-24-25     Lease Extension – Dexter Young Adult:** Please see the memo from Director of Operations Tanner Rowe. The Dexter Young Adult program has been at their current location of 7890 Ann Arbor Rd. in Dexter, MI since 2012. The location and the building serve our students well and they wish to remain there. The recommended lease extension is for a 3-year extension that will run from July 1, 2025 through June 30, 2028. Along with the extension the landlord has agreed to make some building/ tenant improvements. Those improvements include remodeling the existing office, hallway, and classroom area by removing the existing ceilings and installing new drop ceilings.

The Superintendent recommends the Board of Education authorize the administration to execute the lease extension with SRK Investments for the suite located at 7890 Ann Arbor Rd. Dexter, MI with rent totaling \$190,633 for the three-year term, as presented.

**096-24-25     Concentrate Media - Voices of Youth Contract:** Please see the memo from Director of Communications and Public Relations Ashley Kryscynski. The Voices of Youth program is for local youth to learn about and participate in journalism training while increasing civic engagement in their own communities. This program will specifically provide an opportunity to lift youth voices on CTE to strengthen the understanding around the importance and benefits of CTE from March 1-November 30, 2025. The scope of work is detailed in the attached contract proposal. The contracted flat fee is \$58,000 with the total amount being \$95,000 for the district since July 1, 2024. . The total costs of this contract will be covered through the Section 12c Consolidation Incentive Grant.

The Superintendent recommends the Board of Education authorize administration to approve the contract with Concentrate Media to implement the CTE Voices of Youth for \$58,000, which is in addition to \$37,000 in other contracted services bringing the amount to \$95,000, 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.     Recommended Modifications to the 2022-2025 Staff Manual for Non-Affiliated and Early Childhood Personnel:** Please see the memo from Interim Associate Superintendent Brian Marcel. We updated the wording regarding step progression on the compensation scale to reflect the evaluation rating options effective July 1, 2024. We are also updating the location of the provision regarding additional workdays to the Compensation section, which clarifies that there is additional compensation related to additional days of work. We also updated the 2023-24 and 2024-25 compensation schedules in the Manual to add a line for the Deputy Superintendent.

**Recommendation: Motion that the Board of Education authorize the administration to approve the modifications to the Staff Manual for Non-Affiliated and Early Childhood Personnel, as presented. (Roll Call Vote)**

**B. Michigan Researchers Associates, Inc. (EPIC - MRA) Contract:** Please see the memo from Director of Communications and Public Relations Ashley Kryscynski. This is to conduct a survey of likely voters residing within the taxable boundaries of Washtenaw ISD to better understand the community's sentiments regarding Career Technical Education. EPIC - MRA conducted a 600-sample survey for WISD in advance of the special education millage renewal that was on the November 2024 ballot, and their results were within one percentage point of the election day vote. The contracted flat fee is \$34,050 total and costs of this contract will be covered through the Section 12c Consolidation Incentive Grant.

**Recommendation: Motion that the Board of Education authorize administration to approve the contract with Michigan Researchers Associates, Inc for the amount of \$34,050, as presented. (Roll Call Vote)**

**C. Revised YCS Head Start Contract:** Please see the memo from Executive Director of Early Childhood Dr. Edward Manuszak. On Dec. 10 at our WISD Board meeting the first contract was approved. I then proceeded to provide this approved contract to the leadership and Ypsilanti Community Schools. They wanted to address some additional concerns they had with it. Since then, we have met and worked out the final version that is being requested to be approved by the Board of Education at the March 11, 2025 meeting. Both copies of the contract have been provided to the leadership at YCS who will also be seeking the approval of their Board of Education.

**Recommendation: Motion that the Board of Education authorize the administration to approve the revisions to the YCS Head Start contract, as presented. (Roll Call Vote)**

**D. Revised Amplify Reflective and Responsible Teaching (AR2T) Contracts:** Please see the memo from Executive Director of Early Childhood Dr. Edward Manuszak. Due to new federal guidelines our existing contracts with Dr. Brianne Dotson and Teacher Education for Action, LLC are to reflect an end date of January 20th, 2025. The new contracts have been revised to meet the newly imposed federal requirements and will have an effective starting date of January 21st, 2025.

**Recommendation: Motion that the Board of Education authorize the administration to approve the two contract amendments and new contract agreements with Dr. Brianne Dotson and Teacher Education for Action, LLC, as presented. (Roll Call Vote)**

**E. Reclamation Education, Project, LLC/Maisie Gholson Contract Amendment – Contracted Services Agreement for 2025-2026:** Please the memo from Director of Instruction Dr. Jennifer Banks. We previously contracted with Reclamation Education Project, LLC. from October 2024 to June 30, 2025, for the 23h Tri-County Culturally Responsive Mathematics grant at a cost of \$165,000.00, and this additional MiSTEM state-wide initiative will extend the contract timeframe to include work to be completed from March 17, 2025, through September 30, 2026 and cost up to an additional \$326,500, for a total cost of up to \$491,500, which exceeds the current board limit. Funding for this amendment to the contract will come from the MISTEM Advisory Council grant, with no impact on the general fund.

**Recommendation: Motion that the Board of Education authorize the administration to amend the contract Dr. Maisie Gholson and the Reclamation Education Project, LLC for an additional \$326,500, for a total cost not to exceed \$491,500 as presented. (Roll Call Vote)**

**Agenda Item 10: Other Items of Business:**

**Agenda Item 11: Board of Education Reports:**

**Agenda Item 12: Administrative Reports:**

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

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

**Agenda Item 13: Adjournment**



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

**Tuesday, February 25, 2025**

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, February 25, 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 5:01 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  
Edward Manuszak, Executive Director of Early Childhood  
Jennifer Banks, Director of Instruction  
Deborah Hester-Washington, Executive Director of Special Education  
Tanner Rowe, Director of Operations  
LaDawn White, Early Childhood Grant Manager  
Rebekah Ralls, Special Education Supervisor, Young Adult  
Tracye Johnson, Special Education Supervisor, Progress Park  
Laura Kinney, Young Adult Teacher  
TJ Greggs, Administrative Assistant to the Superintendent

**APPROVAL OF THE AGENDA**

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

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

**Nays: None.**

**Motion carried.**

**COMMUNICATIONS:** Deputy Superintendent Cherie Vannatter shared about a donation from the Kegel Family Foundation in the amount of \$2,500 for the training and education of blind and impaired children.

**PUBLIC PARTICIPATION:** There was no public participation.

**PRESENTATION:** Supervisor of Young Adult Out Centers Rebekah Ralls shared about the closing of the virtual young adult program and the future plans for virtual learning.

**FINANCIAL REPORTS:** Associate Superintendent Brian Marcel reviewed the financial reports for January 2025 and Grant Manager of Early Childhood LaDawn White reviewed the Head Start financial reports for January 2025.

**Steve Olsen moved, Dorcas Musili seconded, that the Board of Education approve the January 2025 Head Start financial report, as presented.**

**Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers, Steve Olsen, Dorcas Musili**

**Voting no: None.**

**Motion carried.**

**EQUITY, INCLUSION, AND SOCIAL JUSTICE DIALOGUE:** Superintendent Naomi Norman facilitated the Equity, Inclusion, and Social Justice (EISJ) discussion, sharing about the following:

- Superintendent Naomi Norman shared the Department of Education Office for Civil Rights' Dear Colleague letter and discussed the direction that the federal government is taking.

**CONSENT AGENDA**

Trustee Hockett shared that there was an update to the minutes to reflect the Board's vote for the MASB Board of Directors position Trustee Hockett also took the time to recognize Teresa Harrington and the work she has done with Early Childhood.

**Sarena Shivers moved, Mary Jane Tramontin seconded, that the Board of Education approve the minutes and Superintendent's recommendations in the Consent Agenda, as presented.**

**Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers, Steve Olsen, Dorcas Musili**

**Voting no: None.**

**Motion carried.**

**Approval of Minutes**

The Board approved the minutes of the February 11, 2025, regular meeting.

**081-24-25**

The Board approved the following employment recommendations:

- Michael Schmenk as a Maintenance/ Custodial III

**082-24-25**

The Board approved the following reclassification requests:

- Elette Collins, Coordinator of Adult Education & Achievement Initiatives Grant Management, 1.0 FTE, 230 workdays, Non-Affiliated to Coordinator of Adult Education & CTE Grant Management, 1.0 FTE, 230 workdays, Non-Affiliated.
- Hannah Porritt, Technical Specialist I - PSSP Data Support, 1.0 FTE, 230 workdays, Non-Affiliated to Tech I - Data Support, 1.0 FTE, 230 workdays, Non-Affiliated.

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- Marc Walker, Teaching Assistant- ASD, 1.0 FTE, 185 workdays, Unit I to Teaching Assistant - Middle/High School SCI - 205 Days, 1.0 FTE, 205 workdays, Unit I.
- Radu Iacaban, Budget/Finance Manager, 1.0 FTE, 230 workdays, Non-Affiliated to Budget/Finance Manager, 0.5 FTE, 115 workdays, Non-Affiliated.

**083-24-25**

The Board approved the following new position requests:

- Office Professional II, 1.0 FTE, 230 workdays, Worksite: TLC, Non-Affiliated bargaining.

**084-24-25**

The Board approved the following staff resignations:

- Marc Walker, effective February 21, 2025
- Teresa Harrington, effective March 5, 2025

**085-24-25**

The Board authorized the administration to contract with Ten80 Education for an additional \$15,000, for a total not exceed \$47,355, as presented.

**086-24-25**

The Board authorized the administration to contract with the Washtenaw County Health Department from July 1, 2024– June 30, 2026, for the amount of \$17,500 per year, as presented.

**087-24-25**

The Board authorized the administration to submit a proposal to Washtenaw County Mini-Grants for the amount of \$40,000.00, as presented.

**088-24-25**

The Board authorized the administration to utilize special education and general education capital project funds to engage with OX Studio Inc. professional services for a cost not to exceed \$26,100, as presented.

**089-24-25**

The Board authorize the administration to utilize special education capital project funds to purchase furniture, carpet and paint for the Ypsilanti Downtown Transition Center office and Chelsea Young Adult Program for a cost not to exceed \$23,500, as presented.

**NEW BUSINESS – Universal Pre-K Selection Criteria 2025 – 2026** – Executive Director of Early Childhood Edward Manuszak shared the updated selection criteria for the coming 2025– 2026 program year.

**Sarena Shivers moved, Steve Olsen seconded, that the Board of Education authorize the administration to approve the 2025-2026 Universal Preschool Selection Criteria for GSRP, Head Start, and Early Head Start services, as presented, as presented.**

**Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers, Steve Olsen, Dorcas Musili**

**Voting no: None.**

**Motion carried.**

**OTHER ITEMS OF BUSINESS** – There were no other items of business.

**BOARD OF EDUCATION REPORTS:**

- Trustee Tramontin asked about private schools attending the WASB Annual Meeting and Training.

**ADMINISTRATIVE REPORTS - Superintendent's Report:**

- Superintendent Naomi Norman shared
  - o About hosting the A2Y Chamber Education Day on February 12<sup>th</sup>.
  - o That MAISA is looking to bring John Hattie to Michigan in November 2025.
  - o The Task Force on Teacher Talent Development with Launch Michigan met for its third meeting.
  - o The administration is finishing up the 2025-26 department budget meetings this week.

**ADJOURNMENT.**

The meeting was adjourned at 6:23 PM

Respectfully submitted,

Steve Olsen, Secretary  
Washtenaw ISD Board of Education





# Washtenaw ISD

A REGIONAL EDUCATIONAL SERVICE AGENCY

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DATE: 12/11/2024

TO: Cassandra D. Harmon-Higgins  
Executive Director of Human Resources and Legal Services

FROM: Omobola Akintunde, Special Education Supervisor

RE: New Hire Recommendation – Amanda Pennington, SLP-ABT

I would like to recommend Amanda Pennington for employment as Speech Language Pathologist for the Academic Behavior Team. Amanda's most recent employment has been with Ann Arbor Public Schools for approximately 6 years and has earned her bachelor's and master's degree from Central Michigan University.

If approved by the board Amanda's salary would be \$90,599, Step 15, Base MA. All other fringe benefits are set forth in the Unit 2 contract.

Please let me know if you require additional information.

# **AMANDA L. PENNINGTON, MA, CCC-SLP**

**(Master of Arts, Certificate of Clinical Competence – Speech Language Pathology)**

## **OBJECTIVE**

*Seeking a position as a Speech-Language Pathologist, where I will utilize my skills in collaboration with other professionals and team members to create successful social and academic experiences for students/clients.*

## **EDUCATION & EXPERIENCE**

*ASHA (American Speech-Language-Hearing Association) member #12075272*

*Certified Brain Injury Specialist (CBIS), test passed 11/23/09, maintained membership fees through 2021*

*MI SLP license, # 7101002356*

*Nonviolent Crisis Intervention certified (current)*

*Central Michigan University (Mount Pleasant, MI) – Master of Arts (04-06), 3.71/4.0 GPA*

*Central Michigan University (Mount Pleasant, MI) – Bachelor of Applied Arts (00-04), 3.79/4.0 GPA*

*-graduated Magna Cum Laude, member of MSHA & NSSLHA, member/vice-president/president of Speech Language Hearing Club*

*-Major: Communication Disorders -Minor: Psychology*

*Sparta High School – (Class of 2000), 4.02/4.0 GPA*

## **EMPLOYMENT HISTORY**

*Forsythe Middle School (Sept. 2018 - present) \* 1655 Newport Road, Ann Arbor, MI 48103*

*-Oct 2022; nominated for AAPS Exceptional Staff Member (published November 2022)*

*-skill areas: articulation, language, fluency, attention, pragmatics, writing, executive functioning, alternative & augmentative communication, behavior management, caseload students in LRE and self-contained classrooms: Autism, Cognitively Impaired, and severely multiply impaired*

*-team leader, coordination of caseloads & team members, scheduling, and NVCI response team*

*-active member of IST: Instructional Support Team for LRE and self-contained teams, to identify and solve student and school concerns & needs*

*-23-24, 24-25; Project Healthy Schools team leader*

*Adams14 School District (Aug 2015- Jan 2017) \* 5291 E. 60<sup>th</sup> Ave., Commerce City, CO 80022*

*-multiple school SLP, team member of evaluation team for C to B and Infant/Toddler, team leader, SLP in Learning Lab (inclusive classroom with students with Autism), presenter for Mobilizing Families series (family outreach), MTSS facilitator*

*Forsythe Middle School (Sept. 2012 – March 2015) \* 1655 Newport Road, Ann Arbor, MI 48103*

*-skill areas: articulation, language, fluency, attention, pragmatics, writing, executive functioning, alternative & augmentative communication, behavior management, self contained classrooms: Autism, Cognitively Impaired*

*-team leader, initiated beginning of year scheduling of IEPs for the entire year, coordination of caseloads & team members*

*-active member of IST: Instructional Support Team, to identify and solve student and school concerns & needs*

*-Talent Show coordinator (annual end-of year event)*

*Special Tree Rehabilitation & NeuroCare Ctr. (June 2008-August 2012) \* 10909 Hannan Rd., Romulus, MI 48174*

*-in-, out-, and residential rehabilitation setting for traumatic brain injury survivors*

*-skill areas: aphasia/cognition, dysphagia, dysarthria, voice, AAC, pragmatics, fluency, counseling, group therapy, functional community outings, dysphagia in-service provider*

*Kamaile Elementary School (June 2007-June 2008) \* 85-180 Ala Akau St, Waianae, HI, 96792*

*-contracted through MTx Therapy Services 5035 E Busch Blvd., 1B, Tampa, FL, 33617*

*-skill areas: developmental speech and language disorders, hearing disabilities, Down's Syndrome, Autism Spectrum Disorders, behavior management, counseling, evaluations, IEPs*

*Onslow Memorial Hospital (June 2006-June 2007, fellowship June 2006-March 2007) \* 237 White St., Jacksonville, NC, 28546*

*-in- and out-patient rehabilitation (adult and pediatric)*

*-certificate of successful completion of "MBS: The Clear Picture"*

*-skill areas: TBI, CVA, aphasia, dysphagia, Down's Syndrome, stuttering, dysarthria, voice, Amyloidosis, MS, Bell's Palsy, Autism, swallow studies – VFSS, video-endostroboscopy, electrical stimulation*

*References available upon request, updated: 10/2024*

**MEMORANDUM**

DATE: February 24, 2025

TO: Cassandra Harmon-Higgins  
Executive Director of Human Resources and Legal Services

FROM: Deborah Hester-Washington  
Executive Director of Special Education Achievement & Compliance

RE: New Hire Recommendation – Special Education Principal for Young Adult

I would like to recommend Carol Gray for employment as a Principal for the Young Adult Program. Carol received her master's from Grand Canyon University and Director and Administration Certification from Grand Valley State University. She has most recently been employed as a Special Education Director/consultant for Issa Speech Therapy.

If approved by the Board, Carol Gray's salary will be \$126,233, Grade 12/Step 5. All other fringe benefits will be set forth in the Non-Affiliate Agreement.

Please let me know if you require additional information.

# Carol Gray

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## Education

**Grand Canyon University**, Phoenix, AZ December 2016  
*Master of Education, Special Education K-12 Endorsement: EI*

**Wayne State University**, Detroit, MI May 2004  
*Bachelor of Arts, Speech Communication*

## Certifications and Approvals

**Grand Valley State University**, Grand Rapids, MI May 2021  
*K-12 School Administration, Certification  
Special Education Director, Full Approval*

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## Professional Experience

**Contracted Special Education Director** April 2024 – Present  
*Issa Speech Therapy, Ann Arbor, MI*

- Developed and implemented 504 plans, IEP compliance strategies, and compliance plans.
- Facilitated professional development sessions on special education regulations and district policies.
- Designed and implemented programs to address diverse student needs in collaboration with stakeholders.
- Attended Macomb County ISD meetings to align district practices with state standards.
- Created and administered policies, procedures, and crisis intervention strategies for the district.
- Facilitated Manifestation Determination Reviews and guided the development of behavior plans.
- Conducted staff interviews and verified certifications to ensure program quality and compliance.
- Resource Teacher

**Contracted Special Education Administrator** April 2024 – June 2024  
*Global Educational Excellence, Ann Arbor, MI*

- Closed out Corrective Action Plans (CAPs) and ensured compliance with state requirements.
- Audited CEPI end-of-year uploads for MSDS accuracy.
- Trained district coordinators on PowerSchool Special Programs administration.
- Authored operational manuals for pupil accounts and special education leads.
- Consulted on district-wide special education and compliance matters.

**Special Education Director** Jan. 2020 – April 2024  
*Global Educational Excellence, Ann Arbor, MI*

- Directed special education programs that supported over 200 students with disabilities across 12 locations
- Collaborated with over 40 principals and educators to ensure compliance with state and federal policies.
- Attended Wayne RESA and Washtenaw ISD meetings to promote inter-district collaboration.
- Developed and implemented policies, compliance plans, and staff professional development.
- Supported special education staff, conducted performance evaluations, and facilitated improvement plans.
- Created and managed crisis and remote learning plans for students with special needs.
- Led the implementation of transition programs for students aged 8 through graduation.
- Provided expertise in Manifestation Determination Reviews and behavior plan development.
- Administered PowerSchool Special Programs and guided staff on 504 plan implementation.

**9th-12th Resource Teacher** Oct. 2017 – Jan. 2020  
*Central Academy High School, Ann Arbor, MI*

- Coordinated college and career transition plans, including SAT accommodations and SSD coordination.
- Administered transition assessments and provided post-secondary planning support.
- Held K-12 meetings and served as the point person for county and state audits.
- Developed and implemented IEPs tailored to individual student needs.

**K-5 Resource Teacher**

March 2017- Oct. 2017

*GEE White Academy, Detroit, MI*

- Taught students with mild to moderate disabilities, adapting curriculum to meet individual learning goals.
- Coordinated with teachers, paraprofessionals, and related service providers to implement IEPs.
- Actively participated in Child Study Team meetings and 504 plan reviews.
- Partnered with parents to track progress and implement home-based learning strategies.
- Developed and implemented IEPs tailored to individual student needs.

**Program Assistant, Substitute Teacher**

Oct. 2014- March 2017

*Beacon Day Treatment School, Southgate, MI*

- Implemented the Social Learning behavior program in the classroom, lunchroom, and every area of the school for students with emotional impairments
- Assisted teacher with academic requirements
- Mentored assigned students for a minimum of 30 minutes per week
- Co-lead group counseling morning session with the social worker
- Keep accurate records of student behavior and tabulate weekly behavior progress statistics
- Meet with the school social worker regarding student goals
- Created events, and activities as well as ordered supplies for the events
- Temporarily supervised students in the absence of a teacher
- Cover the Crisis Intervention Room

**Additional Roles and Committees**

MI-ACCESS Assessment Advisory Committee Member

June 2018 – Sept. 2023

WISD GSSG Committee Member

Sept.2022-June 2024

**Skills and Expertise**

- Leadership and Program Management
- Policy Development and Implementation
- Special Education Compliance and Training
- Collaborative Program Design
- Data Management and Analysis
- Professional Development Facilitation
- Crisis Intervention Planning
- Transition Program Development



# Washtenaw I S D

A REGIONAL EDUCATIONAL SERVICE AGENCY

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DATE: February 4, 2025

TO: Cassandra D. Harmon-Higgins  
Executive Director of Human Resources and Legal Services

FROM: Lyn Arons, Principal

RE: New Hire Recommendation – Heather Appelt, Orientation and Mobility Provider

I would like to recommend Heather for employment as an Orientation and Mobility Provider. Heather has most recently been employed at the WISD as an Orientation and Mobility provider since January 2025. She has worked in special education for 26 years as a Speech and Language Pathologist and as Orientation and Mobility Provider. She earned her Speech Language Pathologist Master's degree at Eastern Michigan University in 1997 and her Orientation and Mobility Master's degree at Western Michigan University in December 2024. For much of her career in special education she worked as a Speech Language Pathologist in Gross Point Public Schools.

If approved by the board Heather's salary would be \$99,013, Step 15, MA+60. All other fringe benefits are set forth in the Unit 2 contract.

Please let me know if you require additional information.

# Heather Appelt

Certified Orientation and Mobility Specialist

## EXPERIENCE

### Orientation and Mobility Specialist Intern

#### *Washtenaw Intermediate School District*

August 2024-December 2024

Provided supervised direct and consultative orientation and mobility services to children with varying degrees of vision loss from preschool to young adult programs.

### Speech Language Pathologist

#### *Grosse Pointe Public School System*

August 1997-June 2023

Evaluated and treated children from age 3-18 with speech and language impairments.

Interpreted results and proposed intervention plans incorporating short and long term goals.

Managed a caseload of 50-80 students and traveled to multiple public and private schools.

Collaborated with parents and teachers to meet student needs.

## EDUCATION

### **Western Michigan University** *Master of Arts Orientation and Mobility*

August 2023 - December 2024

GPA 4.0

### **Eastern Michigan University** *Master of Arts Speech Pathology*

September 1995 - April 1997

## SKILLS

Team collaboration

Flexibility

Case management

Relationship building

## CERTIFICATIONS

**Certified Orientation and Mobility Specialist**

**ASHA Certified Speech Language Pathologist**

**Licensed Speech Language Pathologist State of Michigan**

**Professional Teaching Certificate State of Michigan**



**TO:** Naomi Norman, Superintendent; WISD Board of Education

**FROM:** Chandra L. Dumas

**DATE:** February 18, 2025

**RE:** New Hire Recommendation - Teaching Assistant

I would like to recommend Jesse Bishop for employment as a Teaching Assistant. Jesse received his bachelor's degree in Earth Sciences from University of Michigan. He has recently been employed at Edustaff

If approved by the Board, Jesse's salary will be \$26,702 Step 1. All other fringe benefits will be set forth in the Unit I contract.

# Jesse Bishop

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## QUALIFICATIONS

- Through my coursework, I have become proficient in many skills: Critical thinking, analysis, communication, and problem solving.
- Strong skills in Microsoft Office and mapping software like ArcGIS. High experience with technology.
- Working in a soils research lab during my undergraduate education helped to develop the skills mentioned proficiently.

## EDUCATION

**University of Michigan (UM), Ann Arbor, MI, Bachelor of Science, October 2024, GPA: 3.222**

**Washtenaw Community College (WCC), Ann Arbor, MI, Associates of Science, May 2021, GPA: 3.93**

Academic Highlights: University honors (UM), Dean's list (WCC), Semi-finalist for Jack Kent Cooke Undergraduate Transfer Scholarship (WCC), STEM Scholars (WCC), Students for Clean Energy (UM).

Relevant Coursework: Climate change, Environmental Geochemistry, Aquatic Geochemistry, Soils and Surface Processes, Geographic Information Systems for Earth Science, Ocean Biogeochemistry, Geomicrobiology, Natural Resources-Economy-And-Environment (All UM).

## RELEVANT EXPERIENCE

**Research Assistant, Soils and Agroecosystems Lab (SEAS department, University of Michigan), Ann Arbor, MI, (08/2022 – 04/2023)**

Worked as an assistant in a research lab setting. Several tasks were assigned, such as working with acid, sensitive soil separation, loading samples for LECO analyzation (burning samples for nutrient levels and micro balancing organic matter).

**Substitute Staff for WISD, Edustaff, Grand Rapids, MI (10/24 – Current)**

Worked at Red Oak School in Ann Arbor, MI during my time with the Edustaff company. I also worked at pioneer high school as a substitute. In both cases, as a special education teaching assistant. I have acquired skills from this experience such as conflict resolution, problem solving, care taking, and maintaining calm work behavior.

## ADDITIONAL EXPERIENCE

*Crew member, Tropical Smoothie Café, Ann Arbor, MI (10/20/2017 – 12/10/2018)*

*Deli Team Member, Kroger, Ann Arbor, MI (06/25/2023 – 02/01/2024)*

TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: February 7, 2025

RE: New Hire Recommendation – Family Engagement Manager

I would like to recommend Kimirah Vincent for employment as the Family Engagement Manager. Ms. Vincent received her BS degree in Early Childhood Education from Eastern Michigan University and her MA in Family Community Services from Michigan State University. Ms. Vincent and has most recently been employed as a Training and Technical Assistance Specialist at United Way for Southeast Michigan.

If approved by the Board, Ms. Vincent’s salary will be \$80,835 (Grade 9, Step 3). All other fringe benefits will be set forth in the Non-Affiliated contract.

CC: Holly Heaviland, Executive Director, Community and School Partnerships  
Sarah Hierman, Grants and Special Projects Coordinator

# Kimirah Vincent

## **Early Childhood Educator and Human Services Professional with Training & Technical Assistance Experience**

Servicing young children, families, community leaders, and child care providers in all communities to ensure that families have their basic needs met, resources provided, and children are healthy, thriving, and developmentally on track providing by coaching, consultation, training, professional development, and technical assistance.

Authorized to work in the US for any employer

## Work Experience

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### **Director of Early Childhood- Contractor**

Data-Driven Decisions

August 2023 to Present

Focusing on early childhood initiatives across the state of Michigan that service families and children. Duties consist of data entry, conducting client Interviews, project management, and training and technical assistance, and grant/proposal writing

### **Training and Technical Assistance Specialist**

United Way of Southeast Michigan-Detroit, MI

March 2022 to September 2024

Providing training and technical assistance to coaches, consultants, and community leaders that support children, families, children with intellectual disabilities, and child care providers

### **License-Exempt Provider Coach**

Early Childhood Investment Corporation-Lansing, MI

September 2019 to March 2022

Provide coaching and consultation services to child-care providers in the Wayne County (Metro Detroit) by conducting health and safety visits inside of families homes

### **Center Manager**

The Order of the Fishermen Ministry Head Start-Detroit, MI

July 2018 to June 2019

Managing two head start locations, and ten teachers to operate effectively by the state guidelines, caring for at risk youth, homeless families, and children who had special needs and intellectual disabilities

### **Family Engagement Consultant**

United Way Southeastern Michigan-Detroit, MI

April 2017 to July 2018

Providing direct services, professional development opportunities, and consultation services to childcare providers in Wayne County (Merto Detroit Area) who cared for children, some being special needs children in their licensed/licensed-exempt childcare program

### **Early Head Start Teacher**

Wayne County Head Start-Wayne, MI  
February 2017 to April 2017

Using the HighScope Curriculum to teach Toddler Aged children, who some of had intellectual disabilities. This was also a start-up Head Start agency, assisted in opening up the first location for the agency

### **Early Head Start Teacher**

Development Centers, Inc.-Detroit, MI  
August 2016 to February 2017

Using the Highscope curriculum to teach toddlers in an early head start program inside of an inclusive classroom with special needs children.

### **Lead Preschool Teacher**

Dorothy's Discovery Daycare Center-Ypsilanti, MI  
January 2015 to August 2016

Using creative curriculum to teach children in an inclusive preschool classroom that provided care for intellectually disabled children, ranging in ages 2 1/2 to 5 years old

### **Sr. Customer Service Representative**

The Men's Wearhouse-Ann Arbor, MI  
May 2008 to May 2015

Working as a Customer Service Rep, and getting promoted to a Sr. Customer Service Rep in September of 2013. I worked on product inventory, sales, opening/closing the store, money handling, and leader of a small team of employees.

### **Floater Teacher**

Annie's Children's Center-Ann Arbor, MI  
October 2013 to August 2014

Floater/Substitute teacher that worked in all ages from infants to pre-k age.

### **Call Center Representative**

Teleperformance USA-Ann Arbor, MI  
March 2013 to June 2013

Provided technical support to customers experiencing issues with electronic devices.

### **Student Employee**

Eastern Michigan University-Financial Aid Office-Ypsilanti, MI  
2011 to 2013

Various data entry, responded to questions from parents and students, organized mail, and other administrative duties.

## Education

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### **Masters of Arts in Family Community Services**

Michigan State University - East Lansing, MI  
January 2016 to December 2018

### **Bachelors of Science in Early Childhood Education**

Eastern Michigan University - Ypsilanti, MI

September 2009 to December 2014

## **Diploma in Basic Studies**

Willow Run High School - Ypsilanti, MI  
2004 to 2008

## Skills

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- Teaching (8 years)
- Lesson Planning (5 years)
- Team Leader (3 years)
- Human services (3 years)
- Microsoft Excel (2 years)
- SharePoint (2 years)
- Staff training (5 years)
- Public speaking (1 year)
- Grant writing (1 year)
- Google Docs (3 years)
- Crisis management (1 year)
- Microsoft Office (3 years)
- Technical writing (5 years)
- Training & development (2 years)
- Communication skills
- Child welfare
- Project management (2 years)
- Technical support
- Classroom management
- Case management
- Makeup application
- Early Childhood Education (8 years)
- Program Development
- Adult learning (2 years)
- Care plans
- Project implementation

## Awards

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### **Tower Blue & Rocket Award-University of Toledo**

August 2008

Award granted for students that displayed high academic achievements while in high school. 3.5 GPA or better.

### **Connelly End Commuter Scholarship- Eastern Michigan University**

December 2010

Scholarship based on academic success, financial need, and students that commuted to and from school to pursue an education.

### **Anita and Gordon L. Fielder- Eastern Michigan University**

December 2011

Students that were accepted into the College of Education and displayed great academic achievements.

### **Georgiana H. Randall and Bess B. Browne- Eastern Michigan University**

December 2012

Students that were accepted into the College of Education and displayed great academic achievements.

## Certifications and Licenses

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### **Strengthening Families Trainer**

May 2017 to Present

Certified trainer to teach the strengthening families framework

### **Infant CLASS Assessor**

June 2023 to June 2024

### **Toddler CLASS Assessor**

January 2024 to January 2025

### **PreK-3rd CLASS Assessor**

August 2023 to August 2024

### **FERPA - Family Educational Rights and Privacy Act**

November 2023 to November 2024

### **Cognitive Coaching**

May 2023 to Present

### **Birth to Three Literacy Essentials Trainer**

August 2022 to Present

### **Hightscope Diversity, Equity and Inclusion**

April 2022 to Present

### **Driver's License**

### **Freelance Makeup Artist**

Self Taught Makeup Artist

### **Business Coach Certification**

August 2024 to Present

Business coach certification through Civitas Strategies

## Additional Information

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- Experience using multiple curriculum types and creating differentiated lesson plans for students of different needs, learning styles, and student goal oriented.
- Expert level knowledge of child development and early childhood education - Worked in Head Start Programs as a teacher, along with Head Start start-up experience along with administration experience.
- Servicing families in crisis and that are struggling with homelessness.
- Providing professional development training and consulting to childcare providers both licensed and license-exempt.
- Experience with facilitating trainings to large crowds both in-person and virtually.
- Comfortable using various virtual meeting platforms such as Teams, Zoom, and Google Meet.
- Technology experience such as Excel, Microsoft office, Sharepoint, and Survey monkey
- Project management experience focused around state/federal grants
- CQI experience
- Data entry experience
- Management experience, appreciation to different cultures and all DEIB work, and I work well with others.





# Washtenaw I S D

A REGIONAL EDUCATIONAL SERVICE AGENCY

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DATE: 02/12/20025

TO: Cassandra D. Harmon-Higgins  
Executive Director of Human Resources and Legal Services

FROM: Omobola Akintunde, Special Education Supervisor

RE: New Hire Recommendation – Kenitra Webster, School Social Worker

I would like to recommend Kenitra Webster for employment as School Social Worker. Ms. Webster earned her Master of Social Work (MSW) in 1998 and is currently pursuing a PhD in Technology Studies, with an expected graduation in Winter 2026.

If approved by the board Kenitra's salary would be \$84,486, Step 9, MA+60. All other fringe benefits are set forth in the Unit 2 contract.

Please let me know if you require additional information.

# Kenitra Webster

**OBJECTIVE: In pursuit of an exciting career**

## **PROFESSIONAL EXPERIENCE**

### **LifeStance Health**

June 17, 2024-Present

### **Psychotherapist**

Provide individual psychotherapy utilizing best practice treatment interventions.

### **Early College Alliance at Eastern Michigan University**

*January 7, 2019-June 28, 2024 (40 hours per week)*

### **Records and Technology Clerk**

- Utilized various databases to enter, track, download, and report student information
- Utilized Google Spreadsheets and Google Drive to manage and track student progress towards program completion
- Communicated with program partner contacts within local districts regarding student progress and performance
- Assisted with intake processes
- Assisted with building class schedules in PowerSchool, as well as assist with scheduling students as needed
- Assisted with school-wide communications and events
- Answered phones, respond to inquiries, forward to appropriate personnel, take messages, etc...
- Scheduled appointments and assist with calendar management
- Utilized Google Apps for Education Suite for spreadsheet and word processing
- Participated in staff development and training opportunities as appropriate
- Provided back-up to main office support as needed

### **Engineering Society of Detroit-Girls in Engineering Academy**

*Introduction to Engineering Design for Rising 9<sup>th</sup> Graders*

*July 6, 2020-July 17, 2020 (10 hours per week)*

*July 12, 2021-July 23, 2021 (10 hours per week)*

*July 11, 2022-July 22, 2022 (10 hours per week) July*

*10, 2023-July 21, 2023 (10 hours per week)*

### **Teacher Assistant**

- Assisted course instructor in explaining information and answering questions
- Maintained documentation of work and scholar progress
- Performed other related duties as assigned to ensure the efficient and effective functioning of the course

### **Eastern Michigan University School of Engineering Technology**

*May 5, 2017- December 21, 2018 (40 hours per week)*

### **Clerical Secretary**

- Answered inquiries from visitors, students, and faculty or referred them to appropriate personnel.
- Used word processing and spreadsheet software to create/edit documents.
- Read and responded to email as appropriate
- Communicated with other departments and personnel
- Coordinated meetings
- Operated common office equipment
- Attended training and used various university computer systems as appropriate
- Hired, trained, and supervised student workers

### **University of Michigan Wolverine Pathways**

*Feb 25, 2017-April 29, 2017 (ELA Rhetorical Analysis) (7 hr/wk)*

*Sept 16, 2017-Nov 18, 2017 (Youth Civil Rights & Social Justice) (7 hr/wk)*

*Feb 3, 2018-April 14, 2018 (Public Policy) (7 hr/wk)*

### **Instructional Assistant**

- Assisted classroom teacher in explaining information, answering questions, facilitating small group student learning, and evaluating and grading assignments.
- Maintained documentation of work and scholar progress and presented as needed • Monitored the quality of scholar achievement to ensure no fundamental concepts were lost • Researched a variety of topics in order to provide information and recommendations (e.g. current practices, policies, education codes, etc...)
- Performed other related duties as assigned to ensure the efficient and effective functioning of the program

### **University of Michigan Rackham Graduate School**

*Nov 2016- Jan 2017 (30 hours per week)*

### **Clerk -Student Services Assistant**

- Collected and managed application data and documents for degree and non-degree applicants

- Evaluated domestic and international transcripts and diplomas
- Sorted, opened, and assembled supplemental and application documents for data entry and distribution
- Utilized automated mail equipment
- Provided data entry support using the M-Pathways student administration system
- Interpreted admissions data and resolved problems related to the management of documents • Prepared paper files for electronic imaging

### ***Skyline High School***

*9/2008– 6/2016 (35 hours per week)*

#### **School Social Worker**

- Provided case management to individual students to correct personal, social or emotional maladjustments as it relates to their educational and social progress.
- Participated in diagnostic team meetings to provide assessment and recommendations for students to ensure that they are receiving sufficient support to achieve their educational goals.
- Collaborated with teachers to provide strategies to implement effective behavior modification techniques.
- Facilitated individual and group therapy sessions (anger management, cognitive behavioral therapy, social skills)
- Provided clinically appropriate counseling and/or therapeutic services to individuals, groups and families
- Provided crisis intervention and counseling
- Developed intervention strategies to increase academic success.
- Provided education and training on appropriate social skills, conflict resolution and anger management
- Assisted parents in accessing programs available to support students with special needs.
- Made referrals to Special Education and other community resources as needed
- Provided follow-up on referrals given to parents/students
- Identified and reported suspected child abuse and neglect
- Assisted the school in the development and implementation of educational programs for children

### ***Pioneer High School***

*10/1998- 9/2008 (35 hours per week)*

#### **Teacher Assistant**

- Provide student interventions as well as monitor and implement behavior modifications techniques.
- Provided conflict resolution, student counseling, peer mediation and anger management training to students
- Taught First Aid to students and staff to improve the safety conditions in school
- Co-facilitated workshops to increase parent awareness

- Provided parents resources/strategies to address various challenges that teens and young adults face today
- Provided physical security to the school building to ensure that no unauthorized personnel entered the building or roamed the halls without permission from school authority.

## **EDUCATION**

**Ph.D. CANDIDATE.....**Eastern Michigan University (8/20-12/25)

**MASTERS IN TECHNOLOGY STUDIES.....**Eastern Michigan University (8/18-4/20)

**MASTERS IN SOCIAL WORK.....**University of Michigan (8/97 to 8/98)

**BACHELORS IN SOCIAL WORK.....**Eastern Michigan University (5/95 to 8/97)

## **PROFESSIONAL LICENSES**

Licensed Master Social Worker-Clinical (LMSW-C)

Michigan Resident Producer (Accident & Health Insurance)

**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"

**Department**

Special Education Department

**Supervisor**

Chandra L. Dumas

**Current Position Title**

Teaching Assistant

**Recommended Position Title**

Behavior Specialist

**Current Position Number**

10.23.196.07

**Recommended Position Number**

29.87.219.01

**Current Bargaining Unit**

Unit I

**Recommended Bargaining Unit**

Unit II

**Current Pay Rate/ Salary Level**

\$43,621

**Recommended Pay Rate/ Salary Level**

\$56,093

**Current FTE**

1.0

**Recommended FTE**

1.0

**Current Number of Work Days**

185

**Recommended Number of Work Days**

185

**Should the Current Position Remain?**

- Remain
- Delete

**Current Account 1**

22.1122.1630.193.0000.00000.2300

**Current Account 1 Split**

100

**Current Account 2**

100

**Current Account 2 Split**

100

**Current Account 3**

100

**Current Account 3 Split**

100

**Current Account 4**

100

**Current Account 4 Split**

22.1219.1290.076.0000.07487.2009

**Recommended Account 1**

22.1219.1290.076.0000.07487.2009

**Recommended Account 1 Split**

100

**Recommended Account 2**

100

**Recommended Account 2 Split**

100

**Recommended Account 3**

100

**Recommended Account Split 3**

100

**Recommended Account 4**

22.1219.1290.076.0000.07487.2009

**Recommended Account 4 Split**

22.1219.1290.076.0000.07487.2009

**Current Location**

Worksite/Desk Location  
Room 205

**Recommended Location**

Worksite/Desk Location  
Red Oak

**Rational for Position Change**

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

Effective Date

Date new duties were assigned or changes made

01/23/2025

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

[Empty text box for listing similar positions]

Department Head Comments

[Empty text box for department head comments]

Department Head

*Deborah Hester-Washington*

01/28/2025

Finance Approval

Approve

Adjust, See Comments

Finance Comments

[Empty text box for finance comments]

Finance

*SAP*

02/20/2025

Human Resources Approval

Approve

Adjust, See Comments

Human Resources Comments

MA, Step 1 (Based on review of graduate transcript and Unit II CBA 13.4.2 - he was on Step 4 in Unit I).

Human Resources / Executive Admin Review

*CD Harmon-Higgins*

02/20/2025

Superintendent Comments

[Empty text box for superintendent comments]

Superintendent

*Naomi Norrae*

03/03/2025

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT**  
**Position Description**

**Job Title:** Behavior Specialist  
**Department:** Special Education Services  
**Reports To:** Special Education Principal  
**FLSA Status:** Exempt  
**Prepared By:** Chandra Dumas  
Special Education Principal  
**Prepared Date:** July 24, 2023  
**Approved By:** Cassandra Harmon-Higgins, Esq.  
Executive Director, Human Resources and Legal Services  
**Approved Date:** July 27, 2023

**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 Behavior Specialist for the WISD Programs provides consultation and training services to the WISD classrooms in order to support the needs of students with behavioral concerns. The Behavior Specialist works by providing resources, strategies, and instruction to classroom staff, related services staff, and parents in the implementation of interventions and programming for all students supported through behavioral specialist services.

**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.
- Coordinates, utilizes and facilitates the use of evidence-based assessments and interventions for students with behavior concerns in an educational setting.
- Consults/demonstrates teaching techniques/strategies with teachers and/or building teams as appropriate.
- Collaborates/develops teaching strategies with teachers and/or building teams.
- Collaborates with building teams regarding behavior issues such as providing assistance with development of FBA/BIPS.
- Trains staff and monitors implementation of interventions and how to reinforce alternate behaviors.
- Trains function of student behavior to staff. .
- Collects, records and reports data relative to student performance on IEP goals and behavior plans.
- Collaborates with others to improve student outcomes and district goals.
- Demonstrates knowledge of a variety of technology applications related to multi-sensory access to the



curriculum, universal design for learning, differentiated instruction and assistive technology.

- Manages time to successfully meet all requirements for record keeping, instruction and assessments as well as other district duties.
- Demonstrates operational knowledge of Internet and Web-related technologies.
- Demonstrates skills and comfort using instructional online tools and technology.
- **OTHER RELATED DUTIES AS ASSIGNED.**

**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:**

- Master's degree in behavioral analysis, school social work, psychology or related educational field  
**REQUIRED.**
- Board Certified Behavior Analyst (BCBA) **PREFERRED.**
- Knowledgeable of the Michigan Merit Curriculum and Common Core State Standards.
- Knowledgeable on proper use of Seclusion and Restraint in the State of Michigan.
- Knowledgeable on Michigan Special Education laws and requirements
- Experience with classroom implementation of evidence-based practices for students with behavior needs.
- Experience and working knowledge of behavioral principles/ techniques in an educational setting.
- Experience with behavior-based learning.
- Experience working with children with developmental disabilities.
- Demonstrates knowledge of behavioral characteristics typically associated with Autism, Behavior Disorders, Traumatic Brain Injury, and Intellectual Disabilities.
- Strong verbal and written communication skills with students, parents, school community, staff and external agencies.
- Knowledgeable and able to train effective behavior management techniques.
- Knowledgeable of educational curriculum and instructional methods.
- Experience working in a virtual online instructional setting (**PREFERRED**).
- Comply with all Michigan Special Education laws and requirements.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

- Valid Michigan driver's license.

**LANGUAGE SKILLS:**

- Ability to work with elementary and secondary students.
- Ability to read, analyze and interpret information including periodicals and professional journals.
- Ability to write routine reports and correspondence.
- Ability to effectively present information and respond to questions from groups of educators, parents, students and the general public.

**TECHNICAL SKILLS:**

- Ability to integrate technology into the everyday workflow is necessary.
- Ability to utilize District technology and maintain proficiency, as required skill sets change with

technology and/or the needs of the District.

- Ability to use computer technology for research, data management, communications and other instruction.
- Ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communication mechanisms.
- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database and presentation software) .
- Ability to select and administer appropriate assessment tools and interpret results of assessment.

**MATHEMATICAL SKILLS:**

- Ability to apply math concepts 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 apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- 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:**

- 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.
- Ability to work creatively and skillfully with students.
- 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 handle or feel objects, tools, or controls; reach with hands and arms; and talk or hear. The employee is occasionally required to sit and stoop, kneel, crouch, or crawl. The employee must occasionally lift and/or move up to fifty (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 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 experience) from \$47,180 - \$101,817.

**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"

**Department**

**Current Account 1**

**Current Account 1 Split**

**Current Account 2**

**Current Account 2 Split**

**Current Account 3**

**Current Account 3 Split**

**Current Account 4**

**Supervisor**

**Current Position Title**

**Recommended Position Title**

**Current Position Number**

**Recommended Position Number**

**Current Bargaining Unit**

**Recommended Bargaining Unit**

**Current Account 4 Split**

**Recommended Account 1**

**Recommended Account 1 Split**

**Recommended Account 2**

**Recommended Account 2 Split**

**Recommended Account 3**

**Recommended Account Split 3**

**Current Pay Rate/ Salary Level**

**Recommended Pay Rate/ Salary Level**

**Current FTE**

**Recommended FTE**

**Current Number of Work Days**

**Recommended Number of Work Days**

**Should the Current Position Remain?**

- Remain
- Delete

**Recommended Account 4**

**Recommended Account 4 Split**

**Current Location**

Worksite/Desk Location

**Recommended Location**

Worksite/Desk Location

**Rational for Position Change**

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

Effective Date

Date new duties were assigned or changes made

02/17/2025

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

Kolleen Kuebler Pablo Garcia Archana Bide Nancy Blair

Department Head Comments

Department Head

*Deborah Hester-Washington*

02/20/2025

Finance Approval

- Approve
- Adjust, See Comments

Finance Comments

Finance

*SAP*

02/26/2025

Human Resources Approval

- Approve
- Adjust, See Comments

Human Resources Comments

Grade 1, Step 7 (Per Supt approval 2/25/25).

Human Resources / Executive Admin Review

*CD Harmon Higgins*

02/25/2025

Superintendent Comments

Superintendent

*Naomi Norman*

03/03/2025

**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"

Stacey Doyle

**Department**

Special Education

**Current Account 1**

11.1311.1590.000.2494.00000.0000

**Current Account 1 Split**

1.0

**Current Account 2**

**Current Account 2 Split**

**Current Account 3**

**Current Account 3 Split**

**Current Account 4**

**Supervisor**

Omobola Akintunde

**Current Position Title**

Inter-Agency Coordinator

**Recommended Position Title**

Ypsilanti School Social Worker

**Current Position Number**

51.00.226.18

**Recommended Position Number**

26.30.216.01

**Current Bargaining Unit**

Non-Affiliated

**Recommended Bargaining Unit**

Unit II

**Current Account 4 Split**

**Recommended Account 1**

22.1216.1440.041.0000.00000.3100

**Recommended Account 1 Split**

1.0

**Recommended Account 2**

**Recommended Account 2 Split**

**Recommended Account 3**

**Recommended Account Split 3**

**Current Pay Rate/ Salary Level**

Grade 10/Step 5 \$95,252

**Recommended Pay Rate/ Salary Level**

Step 15/MA \$90,599

**Current FTE**

1.0

**Recommended FTE**

1.0

**Current Number of Work Days**

210

**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

Bridge Team

**Recommended Location**

Worksite/Desk Location

**Rational for Position Change**

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

Applied for Ypsilanti SSW position. Facing potential layoff.

Effective Date

Date new duties were assigned or changes made

03/10/2025

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

Kenitra Webster

Department Head Comments

Department Head

*Deborah Hester-Washington*

03/05/2025

Finance Approval

- Approve
- Adjust, See Comments

Finance Comments

Finance

*SAP*

03/06/2025

Human Resources Approval

- Approve
- Adjust, See Comments

Human Resources Comments

MA, Step 10 - Unit II CBA (At the start of the 25/26 SY, per Agreement/LOA b/n Admin and Federation, deviation from language in CBA will enable Stacey to move from Step 10 to Step 11).

Human Resources / Executive Admin Review

*CD Harmon-Higgins*

03/05/2025

Superintendent Comments

Superintendent

*Naomi Norman*

03/06/2025

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
JOB DESCRIPTION**

**Job Title:** School Social Worker  
**Location:** Ypsilanti Community Schools  
**Department:** Special Education Services  
**Reports To:** Supervisor, Special Education Services  
**FLSA Status:** Exempt  
**Prepared By:** Cherie Vannatter  
Deputy Superintendent  
**Prepared Date:** March 20, 2024  
**Approved By:** Cassandra Harmon-Higgins, Esq.  
Executive Director of Human Resources and Legal Services  
**Approved Date:** April 4, 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 School Social Worker evaluates, plans and implements services for students who attend the Ypsilanti Community Schools special education programs. This position works with and instructs classroom staff, related services staff, administrators, community resources and parents in the implementation of programming.

**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 an awareness of and commitment to Trauma-Informed Care practices to support student success and growth within the educational setting.
- Attends Individualized Education Planning (“IEP”) Committee and any other meetings pertinent to the IEP process.
- Participates as an active member of a student support team.
- Provides support to students and their families.
- Consults with staff members and assists in program planning for students.
- Investigates and disseminates information related to student experiences in and out of school and assesses the impact of these experiences on student functioning in the program.
- Serves as liaison between school personnel, family and other agencies.
- Compiles student socio-emotional history and evaluations.
- Consults with case coordinator providing a supportive and interpretive liaison service among parents, school personnel and students.
- Provides materials and consultant services to the parents and educational staff so they may better understand and appreciate the nature and degree of the disability.
- Assists in evaluating supports for students.
- Collaborates with building administration, instructional staff, medical staff and other agencies to integrate



students into the community, with emphasis on involving families, facilitating natural supports, and focusing instruction and behavioral strategies on long-term outcomes.

- Participates in special education program activities, student/staff meetings, district level and program meetings, staff development/special programs, school improvement teams/planning committees as appropriate to the assignment, in-service activities and other meetings as determined necessary.
- Works cooperatively and communicates with district staff, students and parents/guardians.
- Maintains accurate attendance records and appropriate reports and student logs for services.
- Adheres to District 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.
- 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:**

- Master's Degree in social work **REQUIRED**.
- Minimum of 500 clock hours supervised social work practicum.
- Possesses experience with computer instruction and technology.
- Possesses the skills and desire to work in a collaborative team with others.
- Previous experience and training working with students who have a wide range of cognitive, physical and emotional abilities.
- Demonstrated ability to assist in interventions for students.
- Demonstrated ability to understand and be able to implement behavior intervention strategies.
- Demonstrated knowledge and understanding of the social workers role in a team environment.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

#### **CERTIFICATES, LICENSES, REGISTRATIONS:**

- Eligible for temporary or full approval as school social worker through the MDE.
- Must hold valid social work license through the Michigan Dept. of Licensing and Regulatory Affairs.

#### **LANGUAGE SKILLS:**

- Ability to work with elementary and secondary students.
- Ability to read, analyze and interpret information including periodicals and professional journals.
- Ability to write routine reports and correspondence.
- Ability to effectively present information and respond to questions from groups of educators, parents, students and the general public.

#### **TECHNICAL SKILLS:**

- Ability to integrate technology into the everyday workflow is necessary.
- Ability to utilize District technology and work to maintain proficiency, as required skill sets change with technology and/or the needs of the District.
- Ability to use computer technology for research, data management, communications and other instruction.
- Ability to use a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communication mechanisms.

- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database and presentation software) is required.
- Ability to use computer technology for research, data management, communications and other instruction.
- Ability to select and administer appropriate assessment tools and interpret results of assessment.

**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 apply common sense understanding to carry out instructions furnished in written, oral or diagram form.
- 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:**

- 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.
- Ability to work creatively and skillfully with students.
- 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 several 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 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.

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**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 experience) from \$47,180 – \$101,817.

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### New Position Recommendation

Position Title:	MISTEM Program Manager
FTE:	100
# of Workdays/Year:	230
Salary:	Grade 9 (Up to Step 7)
Worksite:	
Bargaining Unit:	Non-Affiliated
Department:	Instruction

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
JOB DESCRIPTION**

**Job Title:** MISTEM Program Manager  
**Department:** Achievement Initiatives  
**Reports to:** Supervisor of Instruction  
**FLSA Status:** Exempt  
**Prepared By:** Jennifer Banks, Ph.D.  
Director of Instruction  
**Preparation Date:** February 20, 2025  
**Approved By:** Cassandra Harmon-Higgins Esq.  
Executive Director of Human Resources and Legal Services  
**Approval Date:** February 21, 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 a high-quality, boundary-spanning, educational system that educates all children through an equitable, inclusive, and holistic approach.

**SUMMARY:**

The MISTEM Program 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.
- Demonstrates a strong ability to collaborate with diverse stakeholders, including educators, leaders, and community organizations.
- 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.
- Presents effective communication and outreach.
- Program and Professional Learning Development:
  - ◆ 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.
- Collaboration 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.
- 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.
- Partnership Development 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.
- 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.
- 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.
- Data Analysis & Reporting.
  - ◆ Utilizes 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.
- 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.
- **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. 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.
- Possesses experience in education, program development, or STEM advocacy.
- Possesses experience in support group facilitation to develop consensus.

- Possesses experience in strategic collaboration across education systems.
- Engages in program and professional learning development.
- Possesses experience with stakeholder engagement and advocacy.
- Possesses experience with data-driven program evaluation.

**CERTIFICATES, LICENSES, REGISTRATIONS:**

N/A

**LANGUAGE SKILLS:**

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

**TECHNICAL SKILLS:**

- Demonstrates 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.
- Possesses 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.
- Demonstrates ability to create web-based forms and documents.
- Demonstrates ability to read and interpret technical procedures, governmental regulations, and forms.
- Ability to integrate technology into the everyday workflow is necessary.
- Ability to implement new technologies.

**MATHEMATICAL SKILLS:**

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

**REASONING ABILITY:**

- 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.
- Exhibits 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.
- Demonstrates ability to define problems, collect data, establish facts, and draw valid conclusions.

**INTERPERSONAL SKILLS:**

- Demonstrates ability to work independently with management guidance.
- Possesses excellent customer service and communication skills with a client-centered focus.
- 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.

**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 material. 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) \$82,665 - \$101,596.

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TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: March 11, 2025

RE: Resignation Notification

Attached please find Amber Ashley's letter of resignation, effective March 14, 2025. Ashley has been employed with the WISD since April 11, 2019, as a Teaching Assistant at High Point School.

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

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

Amber Ashley

3/03/2025

Washtenaw Intermediate School District

1735 S. Wagner Rd.

Ann Arbor, MI 48103

Jennifer Parrelly,

Please accept this as my official resignation from Washtenaw Intermediate School District. I will be staying home to rid the cost of childcare and taking on more responsibility due to my husband's deployment within the military. I am hopeful to potentially sub and fill in spots in the future.

I am truly grateful for the near six years I have had within this wonderful district, and will carry the values of equity, inclusion, and social justice with me throughout my future.

My departure date will be Friday, 3/14/2025.

Thank you for everything,

Amber Ashley

TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: March 11, 2025

RE: Resignation Notification

Attached please find William Anklin's letter of resignation, effective March 14, 2025. William has been employed with the WISD since January 30, 2023, as a Technology Assistant.

The Administration recommends that the Board accepts William's letter of resignation. We wish him well in his future endeavors.

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

February 28, 2025

Solomon and Matthew,

After much thought and discussion with my family and colleagues, I have made the decision to resign from my position at the Washtenaw Intermediate School District. My last working day will be March 14, 2025.

I am very grateful for the support I have received over the past three years and for the opportunity to grow professionally during my time here. However, I no longer believe that I can be effective in my current role. The constant stress of entering an environment in which I no longer feel comfortable, coupled with the ongoing scrutiny of my work and behavior, has taken a toll on my personal and professional well-being. I now find myself in a position where I feel I must be on constant guard with every decision and interaction, which is no longer sustainable for me.

Additionally, I feel that no restorative measures were provided to me by the Lincoln School District, and the complaints filed against me were not addressed in a manner that I believe was both timely and appropriate.

While I am thankful for the continued support from the Washtenaw Intermediate School District, particularly from my manager, I do not believe that I can continue in this role for the sake of my health and well-being.

Thank you again for the opportunities provided to me during my time at the district. I am committed to assisting with a smooth transition in any way that I can before my departure.

With many thanks,

William Anklin

TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: March 11, 2025

RE: Retirement Notification

Attached is a letter of retirement from Michael Corley changing his retirement effective date from August 31, 2025, to December 31, 2025. Michael has been employed with the WISD since December 10, 2018, as a Teaching Assistant in our Local Based Dexter Program.

The Administration recommends that the Board accepts Michael's letter of retirement. We wish him well in his future endeavors.

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

## Nicole Hubler

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**To:** Michael Corley  
**Subject:** RE: Retirement move date

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**From:** Michael Corley <[mcorley@washisd.net](mailto:mcorley@washisd.net)>  
**Sent:** Monday, February 24, 2025 5:04 PM  
**To:** Nicole Hubler <[nhubler@washtenawisd.org](mailto:nhubler@washtenawisd.org)>  
**Cc:** Cassandra Harmon-Higgins <[charmonhiggins@washisd.net](mailto:charmonhiggins@washisd.net)>; Sarah Igonin <[signonin@washtenawisd.org](mailto:signonin@washtenawisd.org)>; Deborah Hester-Washington <[washington@washtenawisd.org](mailto:washington@washtenawisd.org)>  
**Subject:** Re: Retirement move date

I Michael Corley am rescinding, and post phoning my initial retirement date from August 31, 2025 to December 31, 2025 as of February 24, 2025-

Thank you, and look forward to my continue employment at the WISD, and the DHS local base classroom--

On Mon, Feb 24, 2025 at 2:27 PM Nicole Hubler <[nhubler@washtenawisd.org](mailto:nhubler@washtenawisd.org)> wrote:

Hi Michael,

I wanted to follow up on the email below and ask for you to send with a corrected date as the year you listed below is for 2015.

Thank you.

Nicole Hubler, Human Resources Specialist  
***Working remotely Tuesdays and Thursdays***  
Human Resources and Legal Services  
Washtenaw Intermediate School District  
1819 South Wagner Rd.  
PO Box 1406  
Ann Arbor, Michigan 48106-1406  
Telephone: (734)994-8100 ext.1310  
HR Fax: (734)994-1629

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**From:** Michael Corley <[mcorley@washisd.net](mailto:mcorley@washisd.net)>  
**Sent:** Sunday, February 23, 2025 11:18 AM  
**To:** Nicole Hubler <[nhubler@washtenawisd.org](mailto:nhubler@washtenawisd.org)>; Cassandra Harmon-Higgins <[charmonhiggins@washisd.net](mailto:charmonhiggins@washisd.net)>; Sarah

Igonin <[signonin@washtenawisd.org](mailto:signonin@washtenawisd.org)>; Wendy Martin <[wmartin@washisd.net](mailto:wmartin@washisd.net)>

**Subject:** Retirement move date

Good day all--Hope the weekend went well for everyone, and all are safe and healthy--

This e mail is to inform everyone that I, Michael Corley is rescinding my retirement date, and am now moving the date to December 31, 2015, and stay with the WISD till then.

I hope this is not an inconvenience to anyone, and I look forward to my added dates of employment, and to help with the DHS Local base students until then.

Everyone continue to stay safe and healthy, and let's all look forward to the spring--

Sincerely--

Michael Corley--

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Tanner Rowe, Director of Operations

DATE: March 3, 2025

SUBJECT: Lease Extension – Dexter Young Adult

The administration recommends that the WISD Board of Education authorize the administration to execute the lease extension with SRK Investments for the suite located at 7890 Ann Arbor Rd. Dexter, MI with rent totaling \$190,633 for the three-year term.

The Dexter Young Adult program has been at their current location of 7890 Ann Arbor Rd. in Dexter, MI since 2012. The location and the building serve our students well and they wish to remain there. The recommended lease extension is for a 3 year extension that will run from July 1, 2025 through June 30, 2028. Along with the extension the landlord has agreed to make some building/ tenant improvements. Those improvements include remodeling the existing office, hallway and classroom area by removing the existing ceilings and installing new drop ceilings.

This will be our third lease extension at this location. A copy of the extension is attached. WISD will be responsible for janitorial services in our suite as well as a shared triple net expenses.



### Third Extension of Lease Agreement

**Landlord's Name / Address:** SRK Investments LLC  
715 North University Ave  
Ann Arbor, MI 48104

**Tenant's Name / Address:** Washtenaw Intermediate School District  
1819 South Wagner Road  
Ann Arbor, MI 48103

The Landlord and Tenant agree to extend and amend the terms of the Lease Agreement signed on the 16th day of February 2012, by SRK Investments LLC (Landlord) and by Washtenaw Intermediate School District (Tenant), by replacing paragraph 2.0 ("Term"), paragraph 3.0 ("Base Rent"), with the following paragraphs 2.0, 3.0 with the remaining terms and conditions of the Lease Agreement and the First Extension Agreement dated July 1st 2019 remaining in full force and effect during the Third Extended lease period:

#### 2.0 Term.

The term of this lease will be for a period of Three (3) years (36 months) commencing on the 1st day of July 2025. Rental payments shall be due and payable on the first day of each month during the term of the Lease. This Lease will expire on June 30th 2028.

If the tenant is not in default of their Lease, the Tenant shall also have one additional separate three-year renewal option. Written notice of the Tenant's intent to renew shall be provided by March 31st prior to the expiration of the renewal term.

#### 3.0 Base Rent

Beginning on July 1st 2025 as basic rental for the Leased Premise, Tenant hereby agrees to pay the Landlord without deduction, setoff, prior notice or demand, in advance, as follows;

Term	Annual Base Rent	Monthly Rent
7/1/2025 - 6/30/2026	\$61,675.56	\$5,139.63 + NNN's
7/1/2026 - 6/30/2027	\$63,525.83	\$5,293.82 + NNN's
7/1/2027 - 6/30/2028	\$65,431.60	\$5,452.63 + NNN's

Annual rental rates will increase at Three (3%) percent over the previous yearly rate.

**Tenant Improvements:**

- **Demolition and removal of existing drop ceiling in main office**
- **Demolition and removal of existing drop ceiling in hallway**
- **Interior inspection of any entry points for critter control as well as any water infiltration spots**
- **New drop ceiling in main office**
- **New drop ceiling in hallway**
- **Work to be completed on weekends to not disturb normal class hours and schedule**

The parties hereby execute this Third Extension of Lease Agreement.

**Landlord: SRK Investments LLC**

By: \_\_\_\_\_  
Dimitri Roumanis  
Its: Managing Member

\_\_\_\_\_  
Date

**Tenant: Washtenaw Intermediate School District**

By: \_\_\_\_\_  
Tanner Rowe  
Its: Managing Member

\_\_\_\_\_  
Date

**DATE:** March 5, 2025

**TO:** Naomi Norman, Superintendent; WISD Board of Education

**FROM:** Ashley Kryscynski, Director of Communications and Public Relations

**CC:** Ryan Rowe, Director of CTE

**RE:** Issue Media Group - Voices of Youth Contract

The administration recommends that the WISD Board of Education approve a contract with Issue Media Group (IMG) to implement the Voices of Youth (VOY) program with a Career Technical Education focus. The Voices of Youth program is for local youth to learn about and participate in journalism training while increasing civic engagement in their own communities. This program will specifically provide an opportunity to lift up youth voices on CTE to strengthen the understanding around the importance and benefits of CTE from March 1-November 30, 2025.

The scope of work is detailed in the attached contract proposal. The contracted flat fee is \$58,000. The total costs of this contract will be covered through the Section 12c Consolidation Incentive Grant.

Washtenaw ISD has also worked with Issue Media Group on the Voices of Youth program in past years with the Achievement Initiatives department, as well as IMG's On the Ground project, which lifts voices of community members. This is a new CTE-focused that elevates the voices of young people in Washtenaw County, and brings the total amount for work with IMG over the bid limit.

The total amount is \$95,000 for the district since July 1, 2024.

Please let me or Ryan Rowe know if you have any questions or concerns related to this request.

## **Concentrate Media + WISD + Voices of Youth for Career and Technical Education (CTE) Program 2025**

### Objective

Increase youth voice and civic engagement for Career and Technical Education (CTE) in Washtenaw County. The work will be designed to address awareness and overcome popular misconceptions about CTE including the types of opportunities that exist and how they translate into secondary education and career paths. There is an opportunity to lift up youth voices on CTE to strengthen the understanding around the importance and benefits of CTE.

### Strategy – Voices of Youth Program

Issue Media Group is implementing the Voices of Youth (VOY) program for local youth to learn about and participate in journalism training while increasing civic engagement in their own communities. VOY provides paid journalism opportunities to write, research, photograph, video, illustrate, and/or podcast and reach targeted audiences with the content using social media channels.

Youth will participate in a series of journalism workshops led by a professional journalist to teach the principles of solutions journalism while also providing training in media literacy. Youth will work with assigned Project Mentors who are also experienced and professional journalists to develop and draft an editorial piece to be published in Concentrate Media.

IMG will collaborate with the WISD/CTE team to identify potential themes that can be assigned to youth, which may include but will not be limited to CTE topics such as: aviation/drones, entrepreneurship, engineering and advanced manufacturing, robotics and health sciences including nursing.

All stories will include youth voices and youth contributed content in a variety of forms such as written articles, interviews, podcasts, visual arts and research. Youth will ultimately have the choice of their story content and how their story will be presented.

IMG will collaborate with WISD/CTE staff and their partners to identify opportunities for youth to be trained in podcasting and/or have their stories be presented in podcast format.

The reporting will lift up youth voice using one of these different types of content being published:

- Stories written by youth with a youth byline
- Stories written in collaboration with a professional journalist with a shared byline.
- Stories written by a professional journalist with youth voice and lived experiences as the primary focus of the article.

VOY is designed to increase outcomes for youth including:

- Increased civic engagement and working to advance understanding of CTE
- Published professional work to share for future employment/internship opportunities and strengthen college applications and/or essays.
- Increased media literacy and awareness of the rise in misinformation and disinformation on popular channels

### **Deliverables**

- Workshops and mentoring by professional journalists will occur in a Spring 2025 cohort with recruiting starting in March 2025 and publishing that begins in May/June 2025 with a goal of 12 stories.
- In addition to the Spring cohort, ongoing opportunities for alumni-youth mentored by professional journalists in Summer and Fall 2025 with a target of 6 stories.
- IMG's adult professional journalists will also publish 2 solutions-oriented feature stories about CTE in the Spring of 2025.
- Increase an estimated 36-48 youth voices connected to CTE as a result of this work.

The total program price is \$58,000 for the CTE series. Funding will be used to pay youth, adult workshop leaders, adult mentors, editors and program management.

### — Contract Terms —

Payment Terms: Payment due upon receipt of invoice(s).

Contract Duration: March 15, 2025 – November 30, 2025

No amendment, change or modification to this contract will be effective unless it is in writing and signed by both parties.

This contract contains the entire agreement between Concentrate and WISD, and there are no other conditions in any other written or oral agreement concerning the subject matter in this contract. This contract supersedes any prior written or oral agreement between Concentrate and WISD.

#### Issue Media Group's Underwriting Policy

Issue Media Group (IMG) offers its underwriters the opportunity to directly align their brands with content about talent, innovation, diversity, and place. In addition, IMG provides corporations, governments, institutions, nonprofits, and foundations with similarly focused missions a way to use their media budgets to support and expand coverage of job growth, economic development, real estate, non-profit innovation, city building, and place making.

Underwriting is the basis of our model as a publication. Underwriters are considered crucial to our organization and their support is the reason that IMG is able to produce content within a broad spectrum of topics. Support from underwriters allows IMG to dedicate editorial resources to cover key issue areas that are of importance to both the underwriter and IMG's mission.

We work with like-minded stakeholders who have shared values and missions.

Because of our intersecting interests, we may cover our underwriters' work journalistically. However, IMG observes strict boundaries regarding the direction, review, and approval of content that is published.

IMG encourages underwriters to pitch ideas through Editorial Advisories and to our editorial teams. We value the knowledge our partners bring to our work, and we encourage underwriters to send story ideas, trends in underwriters' areas of expertise, and press releases. However, published content is at the discretion of the editorial teams and all final decisions regarding content are made without client approval.

While underwriters are not allowed to review or approve content, IMG works with them to establish focus areas that will be included in coverage. If an underwriter desires the ability to direct or edit content, the content will be considered "Partner Content," and

given a treatment that distinguishes it from editorial content. The underwriter's logo will be embedded in the story and a transparency statement will be included.

IMG works with underwriters to fully understand the issues they care about. However, IMG trusts its editorial teams to shape stories around issues in a way that will resonate with readers.

IMG honors truthfulness and strives to avoid conflicts of interest in our reporting. This includes real conflicts and acts that may appear to be a conflict. To this end, we opt to disclose any relationships with underwriters that could be perceived as complicating our journalistic mission.

— Partnership Approval —

By signing this proposal, the undersigned Client representing WISD authorizes Concentrate to proceed with the work described in this proposal and to bill according to the terms indicated above.

<p>Accepted by WISD:</p> <hr/> <p>Signature</p> <hr/> <p>Name</p> <hr/> <p>Date</p>	<p>Accepted by Concentrate:</p> <hr/> <p>Signature</p> <hr/> <p>Paul Schutt</p> <hr/> <p>Date</p>
--	--

About Issue Media Group and Concentrate

Issue Media Group publishes weekly digital magazines focused on what's next for cities and regions across the country. IMG publications aim to connect readers to their city's

most visionary and active people, businesses and organizations—the people who are making changes and solving problems.

IMG publications cover corporate growth to small neighborhood movements, highlighting the development and innovation that are propelling cities and communities forward. IMG magazines focus on solutions journalism and cover topics such as economic and neighborhood development, healthy communities, arts and culture, entrepreneurship, non-profits, sustainability, leadership, and technology.

IMG's 14 Michigan publications reach roughly 7.6 million readers across the state. Concentrate, which focuses on Ann Arbor and Ypsilanti, has 169,685 annual readers, a 23% increase since 2017. Concentrate's social media presence is growing, too. With a 47% increase in Facebook followers this year, Concentrate is now able to reach more readers than ever before.



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

FROM: Brian Marcel, Interim Associate Superintendent

DATE: February 17, 2025

RE: Recommended Modifications to the 2022-2025 Staff Manual for Non-Affiliated and Early  
Childhood Personnel

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The Administration is recommending the Board approve modifications to the Staff Manual for Non-Affiliated and Early Childhood Personnel.

First, we updated the wording regarding step progression on the compensation scale to reflect the evaluation rating options effective July 1, 2024.

Second, we are updating the location of the provision regarding additional workdays to the Compensation section, which clarifies that there is additional compensation related to additional days of work.

We also updated the 2023-24 and 2024-25 compensation schedules in the Manual to add a line for the Deputy Superintendent. This will provide a “salary schedule” for the Deputy Superintendent since the Office of Retirement Services works most effectively with salary schedules structured like the one in the Manual. The Deputy Superintendent will be on Step 5 of the 2024-25 salary schedule. We also clarified some of the position titles.

The following attachment provides the red-line version of the entire manual. **The Administration recommends the approval of the Staff Manual for Non-Affiliated and Early Childhood Personnel effective July 1, 2023.**

Please let me know if you have questions either prior to the board meeting (x1402), or we’re happy to respond to questions at the meeting.

**WASHTENAW INTERMEDIATE  
SCHOOL DISTRICT**

**STAFF MANUAL**

**FOR**

**NON-AFFILIATED AND EARLY CHILDHOOD  
PERSONNEL**

**2022-2025**

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## ARTICLE I - INTRODUCTION

This document represents salary schedules, fringe benefits, working conditions and other rules and regulations applicable to employees who are not affiliated/represented by a union(s). More specifically, the conditions listed in this document cover the following **NON-AFFILIATED CLASSIFICATIONS**:

Associate Superintendent, Assistant Superintendent, Executive Director, Chief Information Officer, Director, Supervisor, Principal, Assistant Director, Coordinator, Controller, Finance Manager, Information Systems Manager, Operations Manager, Technical Specialist III, Technical Specialist II, Finance/HR Support Specialist, Finance Manager, Administrative Assistant, Accountant, Research Assistant, Executive Secretary, Grants Compliance Manager, Project Specialist I, Project Specialist II, Pupil Accounting Specialist, Technical Specialist I, Human Resources Assistant, Technical Assistant, Medicaid Specialist, Facilities Assistant, Assistant Pupil Accounting Specialist, Business Services Assistant, Programmer, and all other Non-Affiliated positions approved by the Board after the approval of this Manual by the Board.

The following classifications in the **EARLY CHILDHOOD DEPARTMENT** are also covered by this document (with exceptions as noted within):

Preschool Education Manager, Grants Manager, Head Start Early Childhood Specialist, Great Start Readiness Program Early Childhood Specialist, Head Start Quality Assurance Specialist, Early Childhood ERSEA and Finance Specialist, Early Childhood Intake and Data Specialist, Home Visiting Intake Specialist, Head Start Family and Community Partner Specialist, Preschool Recruitment and Data Assistant, and all other Early Childhood Non-Affiliated positions approved by the Board after the approval of this Manual by the Board.

## ARTICLE II – PERSONNEL & COMPENSATION

### A. Recruitment and Selection of Personnel

The Board of Education (Board) expects the Superintendent to recruit and recommend for employment personnel needed to carry out the responsibilities of the Washtenaw Intermediate School District (District). It also desires the Associate Superintendents, Assistant Superintendents, Executive Directors, Directors and Supervisors to assist local school districts, upon their request, to recruit personnel needed to carry out their programs.

### B. Qualifications for Position

All persons employed will be expected to meet and maintain employment qualifications required by state law or regulations and by the Board. Persons employed for positions for which no minimum qualifications are mandated by state law or regulations will meet the qualifications established by the Board. It is assumed that the Board may adopt standards in excess of the minimum required by the state.

If an employee is hired for a position for which temporary approval must be received for the employee to work in that position pending their completion of required coursework, the District will reimburse the employee ½ of the actual cost of tuition for courses taken. The maximum reimbursement will be based on the cost of similar courses at Eastern Michigan University. The reimbursement will be made to the employee upon the completion of all the required coursework and awarding of the full approval for the position by the Michigan Department of Education. This provision will also apply if the State of Michigan modifies the qualifications/certification/endorsement for maintaining a position.

#### EARLY CHILDHOOD PERSONNEL (ONLY):

The hiring process for a Head Start position requires active parent representation in the interview process. Head Start Policy Council approval of the selected individual is required prior to hiring.

### C. Contracts

The Board retains ultimate authority regarding issuance of administrative contracts for those positions covered by the Michigan Revised School Code.

### D. Grant Funding

The salaries and benefits for some staff are funded by revenues associated with grants with other entities or organizations (federal, state or local). Personnel employed for such positions should be aware that their employment is always conditional upon the continuation of grant funding for the programs that they are assigned to support.

### E. Probation

Personnel not under contract shall be considered probationary employees for the first ninety (90) workdays of their employment.

F. Assignments

Assignment of personnel means the specific designation of an employee to an established salary grade and length of work year. Length of work year is defined by number of workdays (e.g., 210, 230). Reference to full-time, twelve-month employees usually means those employees who have been assigned to work 230 days. Such assignments are made by the Superintendent following official appointment by the Board of Education (if required). Assignment to specific duties is made by the administrative head responsible, under the general direction of the Superintendent and within the limits set by the certification and job specification provisions. Work schedules shall be developed by employees and their immediate supervisors in accordance with Article IV, Section A.

G. Promotions<sup>1</sup>

2. A promotion is defined as a change in status that represents both a change in duties and also a change to a higher salary classification.
3. Whenever a vacancy (or anticipated vacancy) is open, the District commits to posting electronically for the duration of five (5) calendar days. An employee seeking consideration for the position shall submit a letter of interest and updated resume to the HR & Legal Department.
4. If an existing Non-Affiliated staff member applies for a vacancy and they meet the minimum qualifications for the position, the employee will be given a first-round interview. First consideration shall be given to filling the position through the promotion of present staff provided that his/her /their qualifications and hiring criteria are equal to those of applicants from outside the organization.

H. Working Day

The classifications of Exempt and Non-Exempt employees are from the Fair Labor Standards Act (FLSA); all employee positions fall into one category or the other. The primary reason for the classifications is to determine when an employee is eligible under the FLSA for the payment of overtime. The provisions below related to the payment of overtime is more generous than is afforded to employees under the FLSA.

All employees may be expected to submit documentation of their hours and/or days worked.

1. Exempt Employees:

The working period for Exempt personnel covered by this manual will be the amount of time necessary to carry on their tasks in a superior manner. Because of this, length of the day may vary from time to time and from position to position depending upon demands that are created by the specific situation.

In general, personnel will follow the working hours established for their assignment, but again, this general philosophy will prevail: The completion of the task is of prime importance. When an employee is required to work extended hours to complete time-sensitive tasks, the employee may adjust his/her/their regular schedule with supervisor approval.

---

<sup>1</sup> A promotion is defined as a change in status that represents both a change in duties and a change to a higher salary classification.

2. **Non-Exempt Employees:**

For the majority of full-time employees, the normal work week consists of 37.5 hours based on a 7.5-hour day, 5 days per week. Work schedules for some employees will vary. Supervisory will advise employees of their individual work schedules and may adjust schedules and shifts as they deem necessary and appropriate for effective operations. Staffing needs and operational demands may necessitate variations in starting and ending times. Accordingly, the Superintendent or his/her/their designee may modify each employee's work schedule as he/she/they determine(s) operational needs demand.

Working overtime may be required by the Employer. Non-exempt employees shall be paid time-and-one-half for all hours worked beyond thirty-seven-and-one-half (37.5) hours in any one week, Monday through Sunday. At the employee's option and with the supervisor's approval, compensatory time may be used as an alternative to time-and-one-half payment for overtime. The compensatory time will be calculated on the same basis as monetary payment.

Some employees may need to be scheduled to be "on call" to accomplish the goals for the organization or a department. This may require an employee to be ready and available within two (2) hours to respond to a need of the organization or department with little or no warning and may require the employee to be available onsite or remotely. Staff that are scheduled to be on-call are expected to respond as indicated above during evenings and two (2) weekends per month and will be compensated a stipend of \$200 per month for being on call.

I. **Emergency School Closings**

Occasionally it becomes necessary to close all or part of District operations due to weather conditions or other Acts of God. The Employer shall notify employees by announcing said closing on the Employer's website and thru School Messenger or other electronic alert system.

If District operations are closed, staff members are not required to report unless requested to do so in the closing announcements or by their supervisor. Some employees that are required to work may be able to do so remotely with the approval of their supervisor. Staff members required to report onsite but do not report shall submit an absence in the absence management system and have the day charged to personal leave or use a non-workday.

If a staff member is required to report and has a situation where weather may impact their ability to travel to their work location for that day, the employee should contact their supervisor to discuss the plan for the day.

J. **Salary Determination**

The procedure for determining salaries for personnel covered by this manual shall be as follows:

1. Salaries will be based on the Salary Schedule (see Appendix II). The Salary Schedule is based on 230 paid days; 225 workdays and 5 paid holidays (identified in Article IV). Salaries for employees working less than a 230-day schedule will be computed based on dividing the appropriate salary in the Salary Schedule by 230 and then multiplying the result by the number of workdays, including the 5<sup>2</sup> paid holidays.
2. Step movement for all employees will occur on July 1<sup>st</sup> of each year based on the following:

---

<sup>2</sup> Thanksgiving, Day after Thanksgiving, Christmas, New Years, and MLK Jr. Day



- For those hired between July 1 and December 31, a move to the next step in the pay schedule will occur on the July 1<sup>st</sup> following their date of hire.
  - For those hired between January 1 and June 30, a move to the next step in the pay schedule will occur at the second July 1<sup>st</sup> subsequent to their date of hire.
  - Step progression requires an overall performance evaluation rating of Effective or Developing Highly Effective. An employee who is rated as ~~Ineffective-Needing Support~~ on an annual year-end evaluation may appeal to the Superintendent. The request must be submitted in writing within twenty (20) days after the employee is informed of the rating and/or the date on the annual evaluation (whichever is later). Upon receipt of the request, the Superintendent shall schedule a meeting with the employee and his/her/their supervisor to review the evaluation. The Superintendent may make modifications to the evaluation based on his or her review. If an employee does not receive a timely evaluation, they will be assumed to be Effective for this provision regarding step progression.
3. Employees are eligible for a one-time annual payment based on budget-to-actual savings from the prior year. See Appendix VII for the details of the calculation.
  4. Employees will receive pay installments two times per month, less statutory reductions and such other sums for mutually agreed purposes, the total sum to equal the annual contract salary.

K. Employment for Less than a Full Fiscal Year

Employees hired after the beginning of the contract year will be paid on a pro-rated basis with leave and other fringe benefits appropriately pro-rated. The pro-rated salary is computed by applying the percentage of the year to be worked to the 230 paid days (rounded to the nearest whole day), and then multiplying that number by the daily salary rate (annual base salary divided by 230). The percentage of the year worked is based on the number of weekdays in a year, usually 261 days. The percentage is computed by dividing the number of weekdays from the start date through June 30 by the annual number of weekdays.

Sample calculation:

Employee starts on November 1, 2016. Hired at Grade 3, step 1. There are 174 weekdays between November 1, 2016 and June 30, 2017. There are 261 weekdays in the 2016-17 fiscal year.

$$\frac{174}{261} = 66.67\% \times 230 = 153.33, \text{ round to } 153 \text{ work days. } 153 \times \frac{\$ 54,925}{230} = \$ 36,537.07$$

The employee would complete a calendar with 153 workdays (including paid holidays, if applicable) for approval by their supervisor. Paid holidays are part of the 230 days used above; see Article IV, Section 1(A) for additional information.

Employee contributions to medical coverage and other optional benefits will also be prorated. Employees that have a hire date of the 1<sup>st</sup> thru the 15<sup>th</sup> (of the month) shall receive health care benefits on the date of hire and be charged retroactively to the 1<sup>st</sup> of the month. Employees that have a hire date of the 16<sup>th</sup> thru the end of the month shall receive health care benefits on the date of hire and shall be charged retroactively to the 16<sup>th</sup> of the month.

L. Additional Workdays/Hours

The Employer may determine that it may be necessary for an employee to work more than the number of days utilized to calculate their annual salary. If the employer makes that determination, the Employer and the employee will modify the employee's calendar as necessary, but in no situation will the additional workdays exceed ten (10) days/75 hours. Additional work hours will be paid at the employee's hourly salary rate (annual base salary divided by 230 divided by 7.5). All additional workdays/hours must be approved by the employee's supervisor, and calendars must be adjusted by May 1st of each year. An accounting of additional days/hours must be provided to the Business Office by May 1st so that the budget recommendation to the Superintendent and Board of Education can be updated in a timely manner.

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M. Outside Employment

Outside employment that does not interfere with the regular duties of a person employed by the District and that is not in conflict with the professional position of the staff member is considered to be a personal matter of the employee. The determination whether such employment is in conflict is that of the Superintendent. Employees will be expected to notify the Superintendent and their supervisor prior to the start of any outside employment.

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N. Evaluation Procedure

The following procedure is to be followed:

1. Supervisors will share the applicable evaluation process that has been adopted in accordance with administrative procedures annually with their employees.
2. Evaluation criteria for positions covered by state statute shall be in compliance with all applicable state regulations.
3. Evaluations for personnel shall be filed with the Human Resources Department annually. Evaluations for personnel under contract shall be filed no later than June 30<sup>th</sup>. Evaluations for all other personnel shall be filed no later than June 30<sup>th</sup>.

Employees shall be informed annually of their employment status in accordance with the Tenure Act where applicable.

O. Health and Medical Conditions

When, in the opinion of the Superintendent, performance of the employee is adversely affected by his/her/their health, the Superintendent may request that the employee obtain a medical examination by a Michigan licensed physician at the expense of the District. Failure to comply with the request may result in disciplinary action, up to and including suspension or discharge.

P. Termination Payments

1. A staff member who is terminated or whose resignation is accepted during the year shall receive a

lump sum payment comprised of (a) the balance of their annual salary owed to them minus any sum they owe to the agency; (b) any unused annual leave days, which have been accumulated up to the maximum allowed, paid on a per diem basis; and (c) any vested sick pay benefits, as specified below, paid on a per diem basis. A temporary employee will only be paid the balance of the annual salary owed to them.

a. Resignation:

Failure to give notice thirty (30) days in advance of resignation may invalidate the provision requiring payment for carried forward annual leave and vested sick pay benefits.

b. Retirement:

Failure to give notice ninety (90) days in advance of retirement may invalidate the provision requiring payment for carried forward annual leave in subsection 3 and vested sick pay benefits in subsection 4.

c. For employees age 55 and over, termination payments made under subsections 3 and 4 below shall be made through a qualified, district-administered 403(b) effective June 1, 2018.

2. Balance of Annual Salary:

The balance of the annual salary is computed by calculating the number of days worked (including sick and personal days, and paid holidays, if applicable) multiplied by the daily salary rate (annual base salary divided by 230) and then subtracting the year-to-date pay from the last payroll. If the employee has been overpaid based on the days worked, the employee agrees to reimburse the Employer all overpaid funds.

3. Unused Annual Leave (Employees Hired before July 1, 2013):

Employees of the district as of July 1, 2013 may have annual days they have carried over from previous years. Terminal payment for these unused annual leave days earned by the employee in previous years shall be limited to a maximum of twenty (20) days and paid at the individual's current daily rate, no matter when the separation occurs. The Superintendent shall have the authority to allow for a terminal payment in excess of the twenty (20) days at his/her/their discretion.

4. Vested Sick Pay Benefits:

Employees with five (5), but less than ten (10) years' experience with the District shall receive payment equal to 12% of their accumulated unused sick leave up to a maximum accumulation of 200 days, except when the person is terminating due to retirement. In that case, the employee shall receive payment equal to 12% of his/her/their accumulated unused sick leave up to a maximum accumulation of 300 days. The daily rate for sick leave shall be at the beginning step of the classification at the time of separation.

For employees with ten (10) thru nineteen (19) years with the District, the payment percentage shall be 17% with the same established maximum unused sick leave accumulations. The daily rate for sick leave shall be at the beginning step of the classification at the time of separation.

For employees with twenty (20) or more years of service with the District, the payment percentage shall be 20% with the same established maximum unused sick leave accumulations. The daily rate for sick leave shall be at the beginning step of the classification at the time of separation.

For persons retiring from the District, with twenty (20) or more years of service with the District, the payment percentage shall be 20% with the same established maximum unused sick leave accumulation. The daily rate for sick leave shall be at the employee's per diem rate at the time of retirement.

In order to utilize the retirement provision under any of the above payments, the staff member must submit written notice of his/her/their intent to retire no later than three (3) months prior to the effective retirement date.

5. Personal Leave:

Unused personal leave days in the year of separation will be added to the accumulated sick leave prior to computing the vested sick pay benefits payment.

P.O. Retention Incentive:

For the 2022-23 and 2023-24 fiscal years, a retention incentive of \$1,000 will be paid to all employees who are actively employed as of June 15<sup>th</sup> of each of those fiscal years. The payment will be made on the June 30<sup>th</sup> paycheck of each of the respective fiscal years. For employees hired after October 31<sup>st</sup> of either year, the incentive payment will be prorated based on the number of paid days during the respective year. Payments to employees working in a less than 1.0 FTE position will be prorated based on their FTE. This provision will automatically cease and terminate on June 30, 2024.

If a retention incentive/payment or similar concept is included as part of the Michigan State Aid Act for any of the years this section is in effect, the employer will only make a payment to the employee if the state incentive/payment is less than \$1,000, and the employer payment will result in a combined payment of \$1,000 between the state and employer payment. For example, if the state makes a payment of \$300, the employee will make a payment to the employee of \$700. If the state makes a payment of \$1,000, the employer will not make any payment to the employee.

RQ. Employer Match of Employee 403(b) and 457 Contributions

If an employee contributes to a qualified District-administered 403(b) or 457 plan, the District will match the employee's contribution up to 1% of the employee's base salary. For each participating year, the contribution they want to have matched must be made by the employee via payroll deduction by March 31<sup>st</sup>. The plans available through the Michigan Public School Employees Retirement System are not "District-administered" plans.

An employee on Step 7 is eligible for (the below referenced) increased match contribution after 5 (or 10 or 15) completed years of service as of June 30<sup>th</sup> prior to the beginning of the employee contribution year:

<u>Years of Service</u>	<u>Employee</u>	<u>Employer</u>
5	1.0%	2%
10	1.5%	3%
15	2.0%	4%

**SR. Life-Long Learning**

1. An annual life-long learning payment of 1.5% of base salary shall be made if the employee has completed at least five (5) years of service to the District as of July 1<sup>st</sup> of the qualifying year and has completed one of the following within their last five (5) years of service to the District:
  - Six (6) semester hours of college credit;
  - Eighteen (18)<sup>3</sup> SB-CEUs<sup>4</sup>;
  - 150<sup>5</sup> SCECHs<sup>6</sup>;
  - An equivalent or combination of college credit, SB-CEUs or SCECHs equal to six (6) semester hours of college credit; or
  - A comparable plan that is pre-approved by the Superintendent equal to six (6) semester hours of college credit.

All credit shall be appropriate to the employee's assignment, or shall be part of a professional development plan to advance to another position within the organization, and shall be pre-approved by the employee's supervisor; final approval of the submission shall be by the Superintendent. It shall be a pre-approved program of professional improvement, above and beyond the employee's regular job requirements, that prepares the employee to better serve the agency.

The employee must complete the District's designated form entitled the "Lifelong Learning Plan" (located on the District's website) and submit to his/her/their Supervisor and then the Superintendent (or designee) for pre-approval. The endorsed Lifelong Learning Plan must be submitted to HR. The Plan must be submitted and approved prior to registering for courses/credits.

After the courses are completed, the employee must complete the form entitled "Lifelong Learning/Longevity" application (located on the District's website) and submit to HR with an official transcript. Contact the Human Resources Department if you have questions.

2. If an employee has previously earned a 1.5% life-long learning payment, an annual life-long learning payment of 2.0% of base salary shall be made in lieu of the 1.5% payment if the employee has at least ten (10) years of service to the District as of July 1<sup>st</sup> of the qualifying year and has completed a second Plan that includes one of the following within their last five (5) years of service to the District:
  - Six (6) semester hours of college credit;
  - Eighteen (18)<sup>1</sup> SB-CEUs<sup>2</sup>;
  - 150<sup>3</sup> SCECHs<sup>4</sup>;
  - An equivalent or combination of college credit, SB-CEUs or SCECHs equal to six (6) semester hours of college credit; or
  - A comparable plan that is pre-approved by the Superintendent equal to six (6) semester hours of college credit.

All credit shall be appropriate to the employee's assignment and shall be pre-approved by the employee's supervisor; final approval of the submission shall be by the Superintendent. It shall be

<sup>3</sup> 3 SB-CEUs = 1 semester credit hour / 18 SB-CEUs = 6 semester credit hours.

<sup>4</sup> State Board Continuing Education Unit (SB-CEU) Program.

<sup>5</sup> 25 SCECHs = 1 semester credit hour / 150 SCECHs = 6 semester credit hours.

<sup>6</sup> State Continuing Education Clock Hours.

a pre-approved program of professional improvement, above and beyond the employee's regular job requirements, that prepares the employee to better serve the agency.

The same forms required in section 1 above are required to qualify for this payment as well.

3. If an employee has previously earned the 2% life-long learning payment, a total annual life-long learning payment of 2.5% of base salary shall be made in lieu of the 2.% payment if the employee has at least fifteen (15) years of service to the District as of July 1<sup>st</sup> of the qualifying year and has completed a third Plan that includes one of the following within their last five (5) years of service to the District:
  - Six (6) semester hours of college credit;
  - Eighteen (18)<sup>7</sup> SB-CEUs<sup>8</sup>;
  - 150<sup>9</sup> SCECHs<sup>10</sup>;
  - An equivalent or combination of college credit, SB-CEUs or SCECHs equal to six (6) semester hours of college credit; or
  - A comparable plan that is pre-approved by the Superintendent equal to six (6) semester hours of college credit.

All credit shall be appropriate to the employee's assignment and shall be pre-approved by the employee's supervisor; final approval of the submission shall be by the Superintendent. It shall be a pre-approved program of professional improvement, above and beyond the employee's regular job requirements, that prepares the employee to better serve the agency.

The same forms required in section 1 above are required to qualify for this payment as well.

Under no condition are life-long learning payments cumulative. The maximum payment under this section shall not exceed 2.5% of base salary.

#### S.T. Education Credit

1. If the employee has thirty (30) semester hours of credit beyond a Master's degree at an accredited institution, the employee shall receive an annual payment of \$1,000. The thirty (30) hours beyond a Master's degree must be in a subject area or field that is directly related to the employee's job responsibilities. Should a dispute arise regarding the eligibility for this payment, the Superintendent shall resolve the issue unilaterally.
2. If an employee has forty-five (45) semester hours of credit beyond a Master's degree at an accredited institution, the employee shall receive an annual payment of \$1,500. The forty-five (45) hours must be in a subject area or field that is directly related to the employee's job responsibilities. Should a dispute arise regarding the eligibility for this payment, the Superintendent shall resolve the issue unilaterally. Such payment is not cumulative (for this credit level a total not to exceed \$1,500 shall be made).
3. If the employee has earned a Ph.D., Ed.D. or J.D. from an accredited institution, the employee shall receive an annual payment of \$2,000. Such payment is not cumulative (shall not exceed a total of \$2,000 for all credits earned beyond a Master's degree). The Ph.D., Ed.D. or J.D. degree must be in a

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<sup>7</sup> 3 SB-CEUs = 1 semester credit hour / 18 SB-CEUs = 6 semester credit hours.

<sup>8</sup> State Board Continuing Education Unit (SB-CEU) Program.

<sup>9</sup> 25 SCECHs = 1 semester credit hour / 150 SCECHs = 6 semester credit hours.

<sup>10</sup> State Continuing Education Clock Hours.

subject area or field that is directly related to the employee's job responsibilities. Should a dispute arise regarding the eligibility for this payment, the Superintendent shall resolve the issue unilaterally.

4. If an employee 1) is in a position that does not require having a Master's degree 2) started their employment with the Employer and had previously earned a Master's degree, and 3) the employee is not currently qualified for a life-long learning payment, the employee shall receive an annual payment of \$500. The Master's degree must be in a subject area or field that is directly related to the employee's job responsibilities.
5. The employee must complete the form entitled "Non-Affiliated Staff Education Credit form" (located on the District's website) and submit to HR with an official copy of the individual's transcript recording their educational attainment before the employee will be eligible for education credit under this section. Contact the Human Resources Department if you have questions.
6. Qualification for an educational credit will be determined on July 1<sup>st</sup> and January 1<sup>st</sup> of the qualifying year. Employees qualifying as of the January 1<sup>st</sup> deadline will receive one-half of the respective annual payment identified above in the initial year of qualification.

~~F.U.~~ Workers' Compensation

The Board shall cover all personnel under the Michigan Workers' Compensation Act.

An employee who suffers injury compensable under the Workers' Compensation Act shall be compensated as follows:

For absences less than 8 days: The employee shall receive full salary through payroll with no charge to the employee's sick leave.

For absences 8 to 13 days: The employee shall receive full salary for the first seven (7) days through payroll with no charge to the employee's sick leave. Beginning day eight (8), the employee will begin receiving Workers' Compensation benefit payments and shall, at his/her/their option, be compensated in either one of the following two methods. For each workers' compensation claim is excess of eight (8) days, the choice of the employee, once made, shall remain unchanged:

1. The benefits for which s/he/they is eligible under the Workers' Compensation Act with no deduction from sick leave.

**OR**

2. The benefits for which s/he/they is eligible under the Workers' Compensation Act supplemented by the difference necessary to equal his/her/their salary, which difference shall be charged against accumulated sick leave on a pro-rated basis.

For absences 14 days or more: The employee shall receive Worker's Compensation benefit payments retroactive to the first date of injury. The compensation method selected above will continue. Once a return-to-work determination is received by the Employer stating that the absence due to the work-related injury will exceed 13 days, some or all of the salary, depending on which of the compensation options above the employee chose, received by the employee from the Employer for any or all of the first seven (7) days will need to be repaid to the Employer:

1. If the employee selected option 1, once the employee returns to work, the employee's remaining salary for the year will be adjusted to recapture the overpayment.

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2. If the employee selected option 2, any salary already received by the employee for any or all of the first seven (7) days will be applied to the remaining payments due for the difference between such employee's salary and the weekly benefit received. If an employee returns to work before all salary received for any or all of the first seven (7) days of absence has been applied, the employee's remaining salary for the year will be adjusted to recapture the overpayment.

In either case, if the employee resigns his/her/their employment and has not paid back all of the salary paid during the first seven (7) days, the employee agrees to reimburse the Employer all overpaid funds. If the employee's long-term prognosis is determined that he/she/they will not be able to perform the essential functions of their position, the employee will be required to submit their resignation from his/her/their position. The Employer's responsibility under this section shall end upon cash settlement of a Workers' Compensation claim.



## ARTICLE III – BENEFITS

### A. Fringe Benefits

The following fringe benefit coverage is available to employees:

- Medical
- Prescription Drugs
- Dental
- Vision
- Long Term Disability
- Life and Accidental Death & Dismemberment
- Internal Revenue Code section 457 deferred compensation and 403(b) employee deferral and employer matching contributions
- General Liability (for liability incurred in the course of employment duties)

A copy of the policy outlining liability coverage is available in the Business Office.

### B. Eligibility for Coverage

The **NON-AFFILIATED** and **EARLY CHILDHOOD** employee classifications identified in the ARTICLE I – INTRODUCTION section of this manual are eligible for single, two-person or full family coverage for health, dental and vision coverage. The employer contribution for these benefits will be prorated for those employees working less than 1.0 FTE.

The Employer will implement the aggregate hard cap for health/medical benefits in conformance with PA 152 of 2011 using a modified rate methodology to more accurately reflect industry practice for pricing single, two-person and full family coverage. The Employer will offer a selection of health/medical care options through a single carrier or health care administrator. The underlying coverage levels of at least two of the offered health plans will be the same as the coverage levels of the PPO-type plans offered as of June 30, 2013 with the exception of the option which will be identified as the “HMO” option which will have no out-of-network coverage. Co-pays, deductibles and co-insurance, if applicable, may vary between options.

Employees that have a hire date of the 1<sup>st</sup> thru the 16<sup>th</sup> (of the month) shall receive health care benefits on the date of hire and be charged retroactively to the 1<sup>st</sup> of the month. Employees that have a hire date of the 16<sup>th</sup> thru the end of the month shall receive health care benefits on the date of hire and shall be charged retroactively to the 16<sup>th</sup> of the month.

For employees electing opt out of the health insurance coverage offered by the Employer, the Employer will contribute \$104.16 per pay (based on an annual opt out amount of \$2,500 in lieu of this offer of health insurance coverage upon the following conditions:

- 1) The employee voluntarily and in writing opts out of the health benefits coverage offered by the Employer by completing the form(s) required by the Employer, and
- 2) The employee provides documentation to the Employer that the employee (and eligible dependents) has other health coverage that meets the recommended minimum value requirements in compliance with the Affordable Care Act. The documentation must state that the

employee (and eligible dependents) currently has coverage and not just that they are eligible for coverage. The Employer will make the final determination regarding the adequacy of the documentation.

For employees eligible for two-person or full family coverage, if an Employee's spouse and/or dependent have health coverage available to them through their employer or a government-sponsored plan, they are encouraged to enroll in that coverage. If they do not enroll, the Employee must pay 10% of the annual cost difference between the individual coverage and the two-person or full family coverage. The contribution shall be taken out of the employee's pay on a pre-tax basis.

Notwithstanding any other provision of this Staff Manual, the parties understand that health benefits described herein are subject to the Affordable Care Act ("ACA") and that the ACA has many required provisions with varying effective dates. The District may amend the health plan to the extent necessary in order to ensure compliance with the ACA.

## ARTICLE IV - LEAVES

Employees who are absent from their regular work assignment(s) must complete necessary absence forms in order that adequate records may be maintained.

### A. Employees' Attendance System

1. All Non-Affiliated employees must complete a calendar before each fiscal year begins indicating the days they plan to work to fulfill their number of workdays/hours to earn their full salary. Full-time, 12-month employees are required to complete a calendar showing their 225 workdays (1,687.50 hours) and 5 paid holidays. An employee working a full-time, 210-day schedule is required to complete a calendar showing their 205 workdays (1,537.50 hours) and 5 paid holidays. The remaining days/hours on the calendar are non-workdays/hours and are unpaid; these days/hours can be used for holidays and vacations. Depending on the number of weekdays in the year and on leap year, there may be either 30, 31 or 32 non-workdays.
2. Employees may be asked to report days/hours worked and days/hours absent by reason/type at the discretion of the Employer. An employee may seek reclassification of days/hours with supervisor approval [Ex: If an employee is approved for a non-workday on July 1st and is subsequently sick on July 1st, the employee may seek reclassification from his/her/their immediate supervisor]. An updated (approved) paper absence form must be submitted to the Human Resources Office no later than (30) days from the absence at issue.
3. All absences must be entered in the Absence Management system available on the Employer's website. The Absence Management system may have a deadline for allowing the employee to enter the absence via the website; every effort should be made to enter the absence by the deadline. If an employee is still unable to enter the absence by the deadline, the employee will be required to fill out a paper absence form documenting their absence and have their supervisor approve the absence manually. These fully- approved forms need to be received by the Human Resources department by the end of the payroll period (the 15<sup>th</sup> of the month for the 1<sup>st</sup> to the 15<sup>th</sup> period, or the last day of the month for the period after the 15<sup>th</sup> of the month) in which the absence occurred. If the fully approved form is not received, the employee could be docked for the undocumented absence period.
4. Failure to utilize Employer systems for timekeeping and absence management, to complete a calendar, or to prepare paper absence forms when necessary could result in disciplinary action, up to and including discharge.

### ~~B. Additional Workdays/Hours~~

~~The Employer may determine that it may be necessary for an employee to work more than the number of days utilized to calculate their annual salary. If the employer makes that determination, the Employer and the employee will modify the employee's calendar as necessary, but in no situation will the additional workdays exceed ten (10) days/75 hours. Additional work hours will be paid at the employee's hourly salary rate (annual base salary divided by 230 divided by 7.5). All additional workdays/hours must be approved by the employee's supervisor, and calendars must be adjusted by May 1<sup>st</sup> of each year. An accounting of additional days/hours must be provided to the Business Office by May 1<sup>st</sup> so that the budget recommendation to the Superintendent and Board of Education can be updated in a timely manner.~~

C.B. Leave Types

1. Sick leave may be used for the following:
  - a. Personal illness or medical care of the employee due to contagious disease, organic defects and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury.
  - b. Illness or injury in the family of fifteen (15) days in a three-year period, without the approval of the employer. With the approval of the Superintendent, up to an additional thirty (30) days in the same three-year period for a documented medical condition. Additional time may be approved by the Superintendent upon request.
  - c. In the event of death in the "family" (as defined in subsection d), up to five (5) days per year shall be allowed. Employees must submit request(s) to his or her immediate supervisor. Up to three (3) of these days may be utilized for bereavement for persons other than family, provided prior approval is obtained from the Superintendent. Additional days may be granted by the Superintendent upon request.
  - d. For the purposes of bereavement leave; Family/Relative shall be defined as spouse/domestic partner, parent\*, children\*, grandchildren\*, spouse/domestic partner's parents\*, grandparent\*, sibling \*, sibling(s)' children, and parent(s)' sibling. (\* = Adoptive, Biological, Foster, In-law, or Step).
  - e. Childcare leave as described below in subsection 10.
  - f. For purposes of illness or injury in the family; Family/Relative shall be defined as spouse/domestic partner, parent\*, children\*, grandchildren\*, spouse/domestic partner's parents\*, grandparent \*, sibling \*, sibling(s)' children, and parent(s)' sibling. (\* = Adoptive, Biological, Foster, In-law, or Step).

After all accumulated days of sick leave have been taken, full pay will be deducted for each additional day of absence unless the employee shall elect to use any accrued annual leave for this purpose.
  - g. All personnel employed on a twelve-month basis shall be granted one and one half (1 1/2) days of sick leave monthly, accumulating to eighteen (18) days annually with total accumulation being unlimited at the close of any fiscal year. For the purpose of this accumulation, personnel employed for 186 days shall be considered ten-month employees while personnel employed for 200 days, but less than twelve-months, shall be considered eleven-month employees. Employees working a part-time schedule on their scheduled days (i.e., working 230 days but only 0.6 FTE each day) will have their sick time accumulation prorated.
  - h. Following absence due to illness, an employee may be required to provide a physician's statement that s/he has been ill and is able to return to work.
  - i. When an employee changes classification from another WISD employee group to the Non-Affiliated group, the employee's sick leave from their previous WISD employee group shall be converted to Non-Affiliated sick leave and will be treated as such from that point forward.

- j. A Non-Affiliated employee may donate up to fifteen (15) hours of his/her/their accumulated sick leave to another Non-Affiliated employee who has used (or shall use) all of his/her/their sick leave and is facing personal long-term illness or death of a family member. A transfer of sick leave is only allowed if the donating employee's wage is greater than or equal to the recipient's wage. An employee may not receive more than a total of seventy-five (75) donated hours during the period of a school year. An employee shall not receive more than two hundred and twenty-five (225) hours during the employee's duration of employment at the WISD.

An employee's participation is strictly voluntary. A Non-Affiliated employee who wants to transfer earned sick leave to a Non-Affiliated employee may apply to do so by completing the Transfer of Sick Leave form and submitting it to the Human Resources Department. Any Non-Affiliated employee that wants to utilize sick leave (donated or otherwise) must complete the standard leave of absence request form furnished by the Employer and follow the standard procedure set forth in the Non-Affiliated Manual.

- k. Parental Leave (includes maternity, paternity, and adoption leave.)
  - l. WISD Board Policy #3430.01 sets forth guidelines for use of extended sick leave and leave under the Family Medical Leave Act ("FMLA"). Contact the Human Resources Department if you have questions.

2. Personal Leave:

Staff members may use up to a maximum of three (3) days annually for personal reasons provided that the immediate supervisor is notified in advance of the requested leave time. In an emergency, such leave may be taken with notice to the supervisor as soon as possible. Personal leave days not used shall be added to accumulated sick leave at the beginning of the fiscal year. Personal leave may be used for an activity which requires the presence of the employee, the timing of which is beyond control of the employee and which reasonably cannot be conducted at any time other than during the workday.

3. Emergency Leave:

Any employee may be granted emergency leave with pay upon approval of the Superintendent.

4. Annual Leave Carried Forward by Employees Hired Before July 1, 2013:

- a. Employees of the district as of July 1, 2013 may have annual days they have carried over from previous years. As stated above, no additional annual days will be added to the accumulated annual days balance in the future. If an employee uses any of the accumulated annual days he/she/they had as of June 30, 2013, their allowable carryover of accumulated days will be permanently reduced.

Some employees hired before July 1, 2013 may have over twenty (20) annual days/150 hours they carried over from previous years. Once one of these employees uses more than ten (10) non-workdays in a year, the non-workdays in excess of ten (10)/75 hours will be deducted from the carryover days until the carryover balance reaches twenty (20) annual days/150 hours, or once 75 hours of the carried over annual days are used, whichever occurs first. Upon reaching a carryover annual day balance of twenty (20) days/150 hours, non-workdays used will be deducted from an employee's current allocation.

If one of these employees utilizes all their non-workdays in a year and takes off additional time for vacation or holidays, this additional time will reduce the employees carried over annual day/hour balance.

- b. Specific approval from the Superintendent must be obtained to take off more than 30, 31 or 32 non-workdays in any year depending on the number of weekdays in the year. The Superintendent may also temporarily vary the above requirements at his/her/their discretion.
  - c. When an employee changes classification from another employee group, workdays and non-workdays shall be calculated at the time of the transfer. Any vacation leave from the employee's previous employee group, shall be paid out at the employee's rate of pay from the previous employee group upon transfer to the Non-Affiliated group.
5. Paid Holidays:
- a. Thanksgiving Day and the day after.
  - b. Two days during the scheduled winter break in December/January.
  - c. MLK Jr. Day.
6. Leave for Jury Duty:
- An employee granted time off to perform Jury Duty shall be paid the full amount he/she/they would have earned for each day in which the employee reports for or performs Jury Duty and on which he/she/they otherwise would have been scheduled to work, provided the employee turns over to the employer the amount received for Jury Duty on the days when the employee would otherwise have been regularly assigned work in the district. The employee shall retain the amount paid for mileage. If Jury duty is not required for the full workday, the employee is expected to contact his or her immediate supervisor for further instruction (as to whether he or she should return to work for the day). The employee shall not be penalized in loss of sick days or other benefits provided he/she/they submits a Leave of Absence request via AESOP or other computerized management system) and provide the Human Resources Department the following:
- a. A copy of the Jury Duty Summons (in advance);and
  - b. Documentation that supports the days of service (after service is complete).
7. Sabbatical Leave:
- A sabbatical leave of up to one year may be granted upon application to the Superintendent and Board. The following regulations govern requests for such leaves:
- a. The employee must have completed not less than seven years of continuous full-time service before he/she/they can be a candidate for consideration.
  - b. Sabbatical leaves may be granted for purposes which shall be mutually beneficial to the employee and the District. A report, outlining professional development activities undertaken during the sabbatical period, shall be filed with the Superintendent upon the conclusion of the leave.
  - c. Requests for sabbatical leave must be submitted to the Superintendent by February 15th for leaves beginning the first semester or November 1st for leaves beginning the second semester.

- d. The employee shall receive pay equal to 1/2 his/her/their regular salary as determined by the schedule for the year the sabbatical is taken. The District will continue to contribute an amount towards the employee's medical coverage, dental coverage, vision coverage and life insurance coverage as it was prior to the leave.
  - e. Before beginning a sabbatical leave, the employee shall enter into an agreement with the District to return to active service with the District for a period of two years after the expiration of such leave. An employee who does not fulfill this agreement shall repay the full amount received for the sabbatical.
8. Military Leave:
- a. An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her/their military pay and his/her/their contractual salary when the employee is on full-time duty for a maximum of two weeks per year.
  - b. Employees who must be absent from work for a period of time that exceeds ten (10) workdays shall be placed on an unpaid military leave of absence for the period of time set forth in the military orders. The employee shall submit the standard Leave of Absence request when notified of an impending call to service and provide the Human Resources Department the following documentation:
    - 1) A copy of military orders with duration of requested leave; and
    - 2) Proof of military compensation
9. Subpoena:
- a. Work Related - In the event an employee is called under subpoena to testify in any proceedings affecting the District, he/she/they shall be granted leave with pay less any amounts received as a witness fee. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office within thirty (30) days of the hearing. A copy of the subpoena shall be provided to the employee's immediate supervisor and the HR Department in advance of the absence. Upon completion of his/her/their testimony, the staff shall return to work.
  - b. Personal - In the event an employee is called under subpoena to testify in any proceedings, not related to his or her professional capacity with the District, the employee may use accrued personal leave to attend, or may treat this as a non-workday. In order to qualify for this provision, the employee must provide a copy of the subpoena to his/her/their immediate supervisor and the HR Department in advance of the requested absence. (Example of personal proceedings: divorce, custody, property, etc.)
  - c. Not Work-related or Personal - In the event an employee is called under subpoena to testify in any proceedings that are not personal, he/she/they shall be granted leave with pay less any amounts received as a witness fee. Any amount received as a witness fee, with the exception of mileage, shall be provided to the Business Office 1) upon return to work if the employee works in the TLC Building or High Point, or 2) within 7 calendar days of the employee's return to work. A copy of the subpoena shall be provided to the employee's immediate supervisor and the HR Department within 7 calendar days of the receipt of the subpoena. Upon completion of his/her/their testimony, the employee shall return to work as soon as is practicable. (Example: employee is witness to a crime).

10. Childcare Leave:

**Childcare Leave (Use of Accrued/Donated Leave)**

An employee may apply for a childcare leave of up to twelve (12) weeks. If eligible for FMLA leave, the leave shall be designated a leave under the FMLA. The employee must apply in writing to Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence. The Employer will respond with a decision regarding said leave, or a request for additional information within fourteen (14) calendar days. Expectant<sup>11</sup> mother(s)/father(s) are eligible for a childcare leave for the birth of their child.

For an expectant employee, such application shall include a signed statement by a physician indicating the expectant date of delivery, and the employee's ability to perform the work until leave commences (if applicable). Prior to the leave, the employee may continue working in their assignment as long as the employee can continue their regularly assigned responsibilities. A similar condition is effective upon returning to work. Employees not able to perform their essential duties shall utilize paid sick leave with the appropriate doctor's documentation.

An employee may utilize accrued sick leave to remain in paid status during the approved childcare leave; the days of the approved leave will count as paid days at the employee's regular FTE. Employees will be able to receive donated sick leave for the purposes of a paid childcare leave under the conditions in Section 14.4.8. When accrued/donated leave is exhausted, the leave shall become unpaid. If the employee has no accrued/donated leave, the leave shall be unpaid.

Childcare leave may be granted to employees in the event of birth via surrogacy or the adoption of a child. The Employer may grant a leave for birth via surrogacy or adoption provided that the employee applies in writing to the Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence or as soon as practicable. Said request for leave shall include a prospective placement date and a desired end date; the Employer recognizes unforeseen circumstances may occur that require modification of the original notice. Employer will respond with a decision regarding said leave, or a request for additional information, within fourteen (14) calendar days. Both mothers and fathers are eligible for a childcare leave for the birth via surrogacy or the adoption of a child.

In the situation where the parents are both employees of the District, both employees shall not be off for any childcare leave during the same time period.

If the employee does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Employer.

A childcare leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to commencement of the leave.

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<sup>11</sup>"Expectant" shall mean the employee or their spouse is physically giving birth to the child.



### **Childcare Leave Extension**

The Employer may grant an extension of childcare leave without pay provided that the employee applies in writing to Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence. Employer will respond with a decision regarding said leave, or a request for additional information within fourteen (14) calendar days.

Leave shall be granted for a period up to one year and may be extended up to a maximum of two (2) years with Employer approval. Such application shall include a signed statement by a physician indicating the expected date of delivery.

During an extended, unpaid childcare leave, an employee's health, dental, and vision coverage shall be continued at Employer expense for up to eighteen (18) weeks past delivery or placement date provided the employee continues to make his/her/their required employee contributions, if any. The maximum eighteen (18) weeks includes the approved medical period, any paid childcare leave, and the extended childcare leave period. An employee on childcare leave may elect to continue any of these same benefits at group rates at his/her/their own cost for the remainder of the approved leave under the terms of the Consolidated Omnibus Budget Reconciliation Act (COBRA).

An extended, unpaid childcare leave may be granted to employees in the event of birth via surrogacy or the adoption of a child. The Employer may grant an extended leave for adoption provided that the employee applies in writing to the Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence. Employer will respond with a decision regarding said leave, or a request for additional information, within fourteen (14) calendar days.

An extended, unpaid childcare leave may be granted at the Employer's discretion to new foster parents and legal guardians, depending on the circumstances of each individual case. The employee shall apply in writing to the Office of Human Resources and Legal Services at least thirty (30) calendar days prior to the date such leave is to commence or as soon as practicable. Said request for leave shall include a prospective placement date and a desired end date; the Employer recognizes unforeseen circumstances may occur that require modification of the original notice. Employer will respond with a decision regarding said leave, or a request for additional information, within fourteen (14) calendar days. Leaves for this purpose may be granted for a period of up to one year and may be extended upon subsequent application.

In the situation where the parents are both employees of the District, both employees shall not be off for any childcare leave during the same time period.

If the employee does not comply with the above conditions, the right to such a leave and/or the right to return may be denied by the Employer.

An extended childcare leave which has been applied for and granted in anticipation of such need may be rescinded by the employee at any time prior to commencement of the leave.

11. Special Leave:

Leaves of absence without pay, not to exceed a maximum of two years, may be granted to professional staff members for professional study, foreign assignments, serious illness of the staff member or in his/her/their immediate family, or exchange teaching.

12. Office Closings (Excluding weather or emergency closings):

Office closings shall be considered part of your unpaid, non-work days (unless otherwise noted). A calendar of scheduled office closings is included in Appendix I. If an employee plans to work on a day the office is closed, the employee's supervisor must approve and must determine if the employee will be working remotely or will be in the office. If the employee will be working at one of the district facilities on a day the office is closed, the supervisor must receive the approval of the Operations Director prior to approving the employee working a day the office is closed.

D.C. Insurance Payment During Leave

Upon request, employees with five (5) or more years of service with the District, who have an approved leave of absence for one year or less, will, upon request, continue their current medical coverage, dental coverage, vision coverage and life insurance. The Board will continue during said leave to contribute an amount towards the employee's medical coverage, dental coverage, vision coverage and life insurance coverage as it was prior to the leave, provided should the employee not return to the District at the return of said leave, he/she/they shall be required to reimburse the Board for the cost of said insurance during the leave. The five-year requirement may be waived at the discretion of the Superintendent.

E.D. Return From Leave of Absence

Requests for reinstatement following a leave for any reason shall be filed in the Superintendent's office on or before April 1st for the ensuing school year. Nothing contained herein shall obligate the Board to reinstate any employee returning from leave if such a request for reinstatement is not filed on or before the above date.

An employee returning from a leave of absence will not be guaranteed his/her/their former assignment but will be placed in the first available position for which he/she/they is certified and/or qualified.

## ARTICLE V - INTRA-OFFICE PROCEDURES

The diversity of programs offered by the District makes it necessary that the several offices and departments work together for the most desirable and efficient utilization of facilities and materials including furnishings, equipment and communication services.

### A. Operations

Occasionally it becomes necessary to close all or part of District operations due to weather conditions or other Acts of God. The Employer shall notify employees by announcing said closing on the Employer's website and thru School Messenger or other electronic alert system.

If District operations are closed, staff members are not required to report unless requested to do so in the closing announcements. Those staff members not reporting upon request shall have the day charged to personal leave or use a non-work day.

### B. Staff Meetings

Unless excused, staff members are required to attend all scheduled staff meetings. Each work team will announce the time and place of the meeting far enough in advance to allow for attendance.

### C. Communications to the Superintendent and Board of Education

All staff covered by this manual shall be responsible for understanding and following the administrative structure when making suggestions, complaints or requests for information regarding this manual.

### D. Attendance at Professional Conferences

The Board favors participation by all non-affiliated members in worthwhile conferences. It is recognized that this is part of professional growth for any staff and that it is important that all staff have the opportunity to participate in national, state and local meetings. There must be reasonable and rational procedures to assure total staff participation.

1. Each department will make arrangements to assure that at no time are all members of a division absent and that departmental coverage will be provided.
2. All requests for conferences must be filed with the immediate supervisor prior to conference dates and must have approval of the immediate supervisor.
3. The budget status will at all times be a determining factor relative to approval.
4. Staff members upon resigning from the system forfeit their privilege of attending conferences.
5. An allocation to department budgets will support conference attendance by the non-affiliated support staff.

A conference reimbursement request will be filed with the employee's supervisor. The supervisor shall pre-approve all requests that include an overnight stay paid for with district funds; employee requests shall be treated consistently. To receive reimbursement, post-travel expenses shall be approved by the employee's supervisor. A letter may be provided by the District allowing staff members to charge all

hotel costs back to the District. Items covered by reimbursement are:

- Lodging (hotel, motel, etc.) \*
- Meals (breakfast, lunch, dinner) \*
- Parking\*
- Tolls (bridge, toll roads) \*
- Travel by bus, air, rail, ship\*
- Registration fees\*
- Taxi Service (taxi, bus)
- Tips

\*Itemized receipts must be presented before reimbursement will be made.

Additional reimbursement guidelines may be established and listed on the District reimbursement form.

E. Travel Reimbursement

Reimbursement for authorized travel by personal automobile will be made according to the current allowance rate determined by the Internal Revenue Service.

F. Workspace – Office Area (Furnishings and Equipment)

Matters dealing with office furnishings, workspace and equipment should be taken up with the individual's supervisor. Problems or questions dealing with maintenance should be referred to the Operations Manager.

The District will use its maximum influence to provide adequate working space and equipment for staff members in the buildings to which they are assigned.

G. Use of the Telephone

Every effort will be made to provide adequate telephone availability. Recording and verification of all long- distance telephone calls may be required from employees.

H. Equipment and Supplies

All items of equipment and supplies shall be provided through the procedures established by Business Services following the regulations of the Board of Education.

Whenever possible, specifications for materials and supplies shall be the same as those established as standard. Specifications for any unusual items shall be set by the Superintendent's Cabinet.

I. Use of Cellular Phone/Electronic Telecommunications/Computer Equipment

Use of a personal cell phone for business purposes, use of a District issued cell phone or use of a District issued pager may be required for some District positions.

Consideration for this requirement is given to safety, work-related travel and the availability of an office phone.

When a cellular phone or pager is provided to non-affiliated staff it is for the purpose of performing their job responsibilities or to provide for the safety of students, staff or patrons. Employees are expected to exercise care when using equipment as to not endanger themselves or others. Use of equipment while operating a motor vehicle is prohibited.

Service contracts for cellular telephones will be purchased based on expected use of the equipment for the sole purpose of conducting school business. The employee's immediate supervisor will make determination of the appropriate service contract with approval of the Superintendent. Employees are discouraged from making personal calls. Itemized statements will be sent to employees for review.

If the District is charged for costs in excess of the base service contract, a personal check for reimbursement for personal use and long-distance charges shall be sent to the Business Office no later than ten (10) days after the itemized statement is received. Employees may also deduct the personal use coverage from their expense reimbursement requests.

Should a staff member that is required to have a cell phone choose instead to be reimbursed by the District for business use of a personal cell phone, the level of reimbursement will be \$50.00/month. Supervisory pre-approval is required.

Staff members whose positions within the organization require use of a personal cell phone for business purposes may elect NOT to be reimbursed by the District.

A completed "Cell Phone Reimbursement Request Form" must be on file with the Business Office, no later than July 1<sup>st</sup>, to qualify for reimbursement of personal cell phone use for business purposes.

Employees who are issued District cell phones or pagers, or who are reimbursed by the District for business use of their personal phones, should be aware that their cell phone and/or pager records may be considered a "public record" under State statute and therefore may be subject to release under the Michigan Freedom of Information Act.

J. Damaged/Lost or Stolen Equipment

It is the responsibility of the user to reimburse the District for repair or replacement of any equipment that is damaged or lost. Consideration will be given to damage of loss occurring in the ordinary course of employment. Loss or theft must be reported immediately to the appropriate supervisor with a notation of circumstances.

K. Misuse of Equipment

Staff who willfully abuse district-owned equipment will have the equipment confiscated, and if necessary, will make full restitution to the District as directed by the Superintendent.

## APPENDIX I

### A. Non-Affiliated Office Closings

- July - Independence Day (1)
- September - Labor Day (1)
- November - Thanksgiving Recess and the Day after Thanksgiving (2 days are paid holidays)
- December and January – Winter Recess is 7 days (2 days of Winter Recess are paid holidays; December 25<sup>th</sup> and January 1<sup>st</sup>)
- January – MLK, Jr. Day (Paid holiday)
- May - Memorial Day (1)

**APPENDIX II**

**ADJUSTMENT TO SALARY SCALE FOR THE TERM OF THE BARGAINING AGREEMENT**

The increase in the compensation scale shall be based on the following criteria:

<u>Property Tax Revenue Increase</u>	<u>Increase in Compensation Scale</u>
0% - 0.99%	0.25%
1.0% - 1.99%	0.50%
2.0% - 2.99%	1.00%
3.0% - 3.99%	1.50%
4.0%+	2.00%

The increase in the compensation scale shall be based on the following criteria:

<u>Property Tax Revenue Increase</u>	<u>Increase in Compensation Scale</u>
0% - 0.99%	0.25%
1.0% - 1.99%	0.50%
2.0% - 2.99%	1.00%
3.0% - 3.99%	1.50%
4.0%+2.00%	

The property tax increase will be calculated as follows:

$$\% \text{ increase on the wage scale} = (A-B)/B$$

A = Total Taxable Valuation of Ad Valorem Property for the Tax Year (January – December) ending immediately preceding the Employer’s fiscal year to which the wage change would apply.

B = Total Taxable Valuation of Ad Valorem Property for the Tax Year (January – December) ending the year before A above.

The compensation scale change % will be capped at the higher of the most recent 1) CPI-U US City Average Unadjusted Percent Change for All Items December to December, 2) CPI-U, Selected Areas, all items index, Midwest, December to December, or 3) CPI-U, Selected Area, all items index, Detroit, December to December. For example, the compensation scale change cap for 2019-20 would be based on the CPI-U change from December 2017 to December 2018. If the CPI cap based on the above criteria is less than 2% and the calculated Increase in the Compensation Scale based on the property tax revenue renders a 2% increase or higher, the compensation scale increase will be 2%.

**APPENDIX III**  
**NON-AFFILIATED**  
**2022-23 Salary Schedule – 230 Workdays**

**Salary Steps – 230 Workdays**

<b>Grade</b>	<b>Positions</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
12	Asst/Associate Superintendent	\$140,731	\$145,655	\$150,752	\$156,030	\$161,491	\$167,141	\$172,992
11	Chief Info Officer/ Executive Director	\$127,937	\$132,413	\$137,047	\$141,845	\$146,810	\$151,947	\$157,265
10	Director	\$116,329	\$120,376	\$124,588	\$128,949	\$133,462	\$138,133	\$142,969
9	Principal/Director	\$105,755	\$109,432	\$113,263	\$117,227	\$121,331	\$125,576	\$129,972
8	Supervisor	\$96,141	\$99,483	\$102,966	\$106,570	\$110,299	\$114,161	\$118,156
7	Operations Manager/ Coordinator/ Facilitator	\$87,400	\$90,441	\$93,606	\$96,882	\$100,272	\$103,781	\$107,413
6	Manager	\$79,455	\$82,219	\$85,096	\$88,075	\$91,156	\$94,348	\$97,651
5	Tech III/HR Supervisor	\$72,232	\$74,745	\$77,360	\$80,068	\$82,870	\$85,771	\$88,773
4	Tech II/Finance/HR Specialist	\$65,664	\$67,949	\$70,328	\$72,790	\$75,337	\$77,973	\$80,703
3	Admin Asst/ Accountant/ LEA Tech II/ Specialist II	\$59,695	\$61,772	\$63,934	\$66,170	\$68,486	\$70,885	\$73,366
2	Tech I/Exec Sec/HR Asst	\$54,269	\$56,156	\$58,121	\$60,156	\$62,262	\$64,439	\$66,695
1	Tech Asst/Project Specialist I	\$49,334	\$51,051	\$52,838	\$54,687	\$56,600	\$58,583	\$60,633

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.



**APPENDIX IV  
NON-AFFILIATED  
2022-2023 Salary Schedule – 210 Workdays**

**Salary Steps – 210 Workdays**

<b>Grade</b>	<b>Positions</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
12	Asst/Associate Superintendent	\$128,493	\$132,989	\$137,643	\$142,462	\$147,448	\$152,607	\$157,949
11	Chief Info Officer/ Executive Director	\$116,812	\$120,899	\$125,130	\$129,511	\$134,044	\$138,734	\$143,590
10	Director	\$106,213	\$109,909	\$113,754	\$117,736	\$121,857	\$126,121	\$130,537
9	Principal/Director	\$96,559	\$99,916	\$103,414	\$107,033	\$110,780	\$114,656	\$118,670
8	Supervisor	\$87,781	\$90,832	\$94,012	\$97,303	\$100,708	\$104,234	\$107,882
7	Operations Manager/ Coordinator/ Facilitator	\$79,800	\$82,577	\$85,466	\$88,457	\$91,553	\$94,757	\$98,073
6	Manager	\$72,546	\$75,070	\$77,696	\$80,416	\$83,229	\$86,144	\$89,160
5	Tech III/HR Supervisor	\$65,951	\$68,245	\$70,633	\$73,106	\$75,664	\$78,313	\$81,054
4	Tech II/Finance/HR Specialist	\$59,954	\$62,040	\$64,213	\$66,460	\$68,786	\$71,193	\$73,685
3	Admin Asst/ Accountant/ LEA Tech II/ Specialist II	\$54,504	\$56,401	\$58,375	\$60,416	\$62,531	\$64,721	\$66,986
2	Tech I/Exec Sec/HR Asst	\$49,550	\$51,273	\$53,067	\$54,925	\$56,848	\$58,836	\$60,895
1	Tech Asst/Project Specialist I	\$45,044	\$46,612	\$48,243	\$49,932	\$51,678	\$53,489	\$55,361

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX V**  
**EARLY CHILDHOOD**  
**2022-2023 Salary Schedule – 230 Workdays**

**Salary Steps – 230 Workdays**

<b>Grade</b>	<b>Positions</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
8	Not Currently Used	\$87,400	\$90,459	\$93,625	\$96,901	\$100,292	\$103,802	\$107,435
7	EC Grants Manager	\$79,495	\$82,277	\$85,156	\$88,137	\$91,221	\$94,414	\$97,719
6	Preschool Ed. Manager	\$72,596	\$75,136	\$77,766	\$80,488	\$83,305	\$86,221	\$89,239
5	Not Currently Used	\$65,366	\$67,654	\$70,022	\$72,473	\$75,010	\$77,635	\$80,352
4	GSRP ECS, HS, ECS	\$58,888	\$60,950	\$63,083	\$65,291	\$67,576	\$69,941	\$72,389
3	HS QAS	\$53,052	\$54,908	\$56,830	\$58,819	\$60,878	\$63,008	\$65,214
2	Head Start Specialists	\$46,959	\$48,602	\$50,303	\$52,064	\$53,886	\$55,772	\$57,724
1	Not Currently Used	\$43,121	\$44,631	\$46,193	\$47,810	\$49,483	\$51,215	\$53,007

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX VI**  
**EARLY CHILDHOOD**  
**2022-2023 Salary Schedule – 210 Workdays**

**Salary Steps – 210 Workdays**

<b>Grade</b>	<b>Positions</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
8	Not Currently Used	\$79,800	\$82,593	\$85,483	\$88,476	\$91,572	\$94,778	\$98,095
7	EC Grants Manager	\$72,583	\$75,123	\$77,752	\$80,473	\$83,290	\$86,205	\$89,223
6	Preschool Ed. Manager	\$66,283	\$68,603	\$71,004	\$73,489	\$76,061	\$78,723	\$81,479
5	Not Currently Used	\$59,682	\$61,771	\$63,933	\$66,171	\$68,487	\$70,885	\$73,365
4	GSRP ECS, HS, ECS	\$53,768	\$55,649	\$57,597	\$59,613	\$61,700	\$63,860	\$66,095
3	HS QAS	\$48,439	\$50,134	\$51,889	\$53,705	\$55,584	\$57,530	\$59,544
2	Head Start Specialists	\$42,875	\$44,376	\$45,929	\$47,537	\$49,200	\$50,923	\$52,705
1	Not Currently Used	\$39,371	\$40,749	\$42,175	\$43,651	\$45,179	\$46,760	\$48,396

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX VII -**  
**NON-AFFILIATED**  
**2023-24 Salary Schedule – 230 Workdays**

**Salary Steps – 230 Workdays**

Grade	Positions	1	2	3	4	5	6	7
<u>16</u>	<u>Deputy Superintendent</u>	<u>\$162,395</u>	<u>168,080</u>	<u>\$177,964</u>	<u>\$180,052</u>	<u>\$186,354</u>	<u>\$192,876</u>	<u>\$199,627</u>
15	Asst/Associate Superintendent	\$143,546	\$148,568	\$153,767	\$159,151	\$164,721	\$170,484	\$176,452
14	Chief Info Officer/ Executive Director	\$130,496	\$135,061	\$139,788	\$144,682	\$149,746	\$154,986	\$160,410
13	Director	\$118,656	\$122,784	\$127,080	\$131,528	\$136,131	\$140,896	\$145,828
12	Principal/Director	\$107,870	\$111,621	\$115,528	\$119,572	\$123,758	\$128,088	\$132,571
11	Supervisor	\$98,064	\$101,473	\$105,025	\$108,701	\$112,505	\$116,444	\$120,519
10	Operations Manager/ Coordinator/ Facilitator	\$89,148	\$92,250	\$95,478	\$98,820	\$102,277	\$105,857	\$109,561
9	Manager	\$81,044	\$83,863	\$86,798	\$89,837	\$92,979	\$96,235	\$99,604
8	Tech III/HR Supervisor	\$73,677	\$76,240	\$78,907	\$81,669	\$84,527	\$87,486	\$90,548
7	Tech II/Finance/HR Specialist	\$66,977	\$69,308	\$71,735	\$74,246	\$76,844	\$79,532	\$82,317
6	Admin Asst/ Accountant/ LEA Tech II/ Specialist II	\$60,889	\$63,007	\$65,213	\$67,493	\$69,856	\$72,303	\$74,833
5	Tech I/Exec Sec/HR Asst	\$55,354	\$57,279	\$59,283	\$61,359	\$63,507	\$65,728	\$68,029
4	Tech Asst/Project Specialist I	\$50,321	\$52,072	\$53,895	\$55,781	\$57,732	\$59,755	\$61,846
3	Office Professional IV	\$45,746	\$47,347	\$49,005	\$50,721	\$52,495	\$54,332	\$56,234
2	Office Professional III	\$41,587	\$43,043	\$44,550	\$46,109	\$47,723	\$49,394	\$51,122
1	Office Professional II	\$37,806	\$39,129	\$40,499	\$41,917	\$43,384	\$44,902	\$46,474

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX VIII**  
**NON-AFFILIATED**  
**2023-24 Salary Schedule – 210 Workdays**

**Salary Steps – 210 Workdays**

<b>Grade</b>	<b>Positions</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
15	Asst/Associate Superintendent	\$131,063	\$135,649	\$140,396	\$145,311	\$150,397	\$155,659	\$161,108
14	Chief Info Officer/ Executive Director	\$119,148	\$123,317	\$127,633	\$132,101	\$136,725	\$141,509	\$146,462
13	Director	\$108,337	\$112,107	\$116,029	\$120,091	\$124,294	\$128,643	\$133,148
12	Principal/Director	\$98,490	\$101,914	\$105,482	\$109,174	\$112,996	\$116,949	\$121,043
11	Supervisor	\$89,537	\$92,649	\$95,892	\$99,249	\$102,722	\$106,319	\$110,040
10	Operations Manager/ Coordinator/ Facilitator	\$81,396	\$84,229	\$87,175	\$90,226	\$93,384	\$96,652	\$100,034
9	Manager	\$73,997	\$76,571	\$79,250	\$82,024	\$84,894	\$87,867	\$90,943
8	Tech III/HR Supervisor	\$67,270	\$69,610	\$72,046	\$74,568	\$77,177	\$79,879	\$82,675
7	Tech II/Finance/HR Specialist	\$61,153	\$63,281	\$65,497	\$67,789	\$70,162	\$72,617	\$75,159
6	Admin Asst/ Accountant/ LEA Tech II/ Specialist II	\$55,594	\$57,529	\$59,543	\$61,624	\$63,782	\$66,015	\$68,326
5	Tech I/Exec Sec/HR Asst	\$50,541	\$52,298	\$54,128	\$56,024	\$57,985	\$60,013	\$62,113
4	Tech Asst/Project Specialist I	\$45,945	\$47,544	\$49,208	\$50,931	\$52,712	\$54,559	\$56,468
3	Office Professional IV	\$41,768	\$43,230	\$44,742	\$46,308	\$47,929	\$49,607	\$51,343
2	Office Professional III	\$37,971	\$39,300	\$40,676	\$42,099	\$43,573	\$45,098	\$46,676
1	Office Professional II	\$34,519	\$35,727	\$36,977	\$38,271	\$39,611	\$40,997	\$42,432

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX IX**

**EARLY CHILDHOOD  
2023-2024 Salary Schedule – 230 Workdays**

**Salary Steps – 230 Workdays**

Grade	Positions	1	2	3	4	5	6	7
8	Not Currently Used	\$89,148	\$92,268	\$95,498	\$98,839	\$102,298	\$105,878	\$109,584
7	EC Grants Manager	\$81,085	\$83,923	\$86,859	\$89,900	\$93,045	\$96,302	\$99,673
6	Preschool Ed. Manager	\$74,048	\$76,639	\$79,321	\$82,098	\$84,971	\$87,945	\$91,024
5	Not Currently Used	\$66,673	\$69,007	\$71,422	\$73,922	\$76,510	\$79,188	\$81,959
4	GSRP ECS, HS, ECS	\$60,066	\$62,169	\$64,345	\$66,597	\$68,928	\$71,340	\$73,837
3	HS QAS	\$54,113	\$56,006	\$57,967	\$59,995	\$62,096	\$64,268	\$66,518
2	Head Start Specialists	\$47,898	\$49,574	\$51,309	\$53,105	\$54,964	\$56,887	\$58,878
1	Not Currently Used	\$43,983	\$45,524	\$47,117	\$48,766	\$50,473	\$52,239	\$54,067

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX X**  
**EARLY CHILDHOOD**  
**2023-2024 Salary Schedule – 210 Workdays**

**Salary Steps – 210 Workdays**

<b>Grade</b>	<b>Positions</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
8	Not Currently Used	\$81,396	\$84,245	\$87,193	\$90,246	\$93,403	\$96,674	\$100,057
7	EC Grants Manager	\$74,035	\$76,625	\$79,307	\$82,082	\$84,956	\$87,929	\$91,007
6	Preschool Ed. Manager	\$67,609	\$69,975	\$72,424	\$74,959	\$77,582	\$80,297	\$83,109
5	Not Currently Used	\$60,876	\$63,006	\$65,212	\$67,494	\$69,857	\$72,303	\$74,832
4	GSRP ECS, HS, ECS	\$54,843	\$56,762	\$58,749	\$60,805	\$62,934	\$65,137	\$67,417
3	HS QAS	\$49,408	\$51,137	\$52,927	\$54,779	\$56,696	\$58,681	\$60,735
2	Head Start Specialists	\$43,733	\$45,264	\$46,848	\$48,488	\$50,184	\$51,941	\$53,759
1	Not Currently Used	\$40,158	\$41,564	\$43,019	\$44,524	\$46,083	\$47,695	\$49,364

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX XI -**  
**NON-AFFILIATED**  
**2024-25 Salary Schedule – 230 Workdays**

**Salary Steps – 230 Workdays**

Grade	Positions	1	2	3	4	5	6	7
<u>16</u>	<u>Deputy Superintendent</u>	<u>\$165,643</u>	<u>\$171,442</u>	<u>\$177,443</u>	<u>\$183,653</u>	<u>\$190,081</u>	<u>\$196,734</u>	<u>\$203,620</u>
15	Asst/Associate Superintendent	\$146,417	\$151,539	\$156,842	\$162,334	\$168,015	\$173,893	\$179,981
14	Chief Info Officer/ Executive Director	\$133,106	\$137,762	\$142,584	\$147,576	\$152,741	\$158,086	\$163,619
13	<u>Dept</u> Director	\$121,029	\$125,239	\$129,621	\$134,159	\$138,854	\$143,714	\$148,745
12	<u>Principal/Asst</u> <u>Director/Program Director</u>	<u>\$110,028</u>	<u>\$113,853</u>	<u>\$117,839</u>	<u>\$121,963</u>	<u>\$126,233</u>	<u>\$130,649</u>	<u>\$135,223</u>
11	Supervisor	\$100,025	\$103,502	\$107,126	\$110,875	\$114,755	\$118,773	\$122,930
10	Operations Manager/ Coordinator/ Facilitator	\$90,931	\$94,095	\$97,388	\$100,796	\$104,323	\$107,974	\$111,752
9	Manager	\$82,665	\$85,541	\$88,534	\$91,633	\$94,839	\$98,160	\$101,596
8	Tech III/HR Supervisor	\$75,150	\$77,765	\$80,485	\$83,303	\$86,218	\$89,236	\$92,359
7	Tech II/Finance/HR Specialist	\$68,317	\$70,694	\$73,169	\$75,731	\$78,381	\$81,123	\$83,963
6	<u>Admin Asst/ Accountant/</u> <u>LEA Tech II/</u> <u>Specialist II</u>	<u>\$62,107</u>	<u>\$64,268</u>	<u>\$66,517</u>	<u>\$68,843</u>	<u>\$71,253</u>	<u>\$73,749</u>	<u>\$76,330</u>
5	Tech I/Exec Sec/HR Asst	\$56,461	\$58,425	\$60,469	\$62,586	\$64,777	\$67,042	\$69,389
4	Tech Asst/Project Specialist I	\$51,327	\$53,113	\$54,973	\$56,896	\$58,887	\$60,950	\$63,083
3	Office Professional IV	\$46,661	\$48,294	\$49,985	\$51,735	\$53,545	\$55,419	\$57,358
2	Office Professional III	\$42,419	\$43,904	\$45,441	\$47,031	\$48,677	\$50,381	\$52,145
1	Office Professional II	\$38,562	\$39,912	\$41,309	\$42,755	\$44,251	\$45,800	\$47,404

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- See Appendix II for annual formula-based compensation change.



- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX XII**  
**NON-AFFILIATED**  
**2024-25 Salary Schedule – 210 Workdays**

**Salary Steps – 210 Workdays**

Grade	Positions	1	2	3	4	5	6	7
15	Asst/Associate Superintendent	\$133,684	\$138,362	\$143,204	\$148,217	\$153,405	\$158,772	\$164,330
14	Chief Info Officer/ Executive Director	\$121,531	\$125,783	\$130,185	\$134,743	\$139,459	\$144,339	\$149,391
13	<del>Dept</del> Director	\$110,504	\$114,349	\$118,350	\$122,493	\$126,780	\$131,216	\$135,811
12	<del>Principal/Asst Director/Program Director</del>	<del>\$100,460</del>	<del>\$103,953</del>	<del>\$107,592</del>	<del>\$111,357</del>	<del>\$115,256</del>	<del>\$119,288</del>	<del>\$123,464</del>
11	Supervisor	\$91,327	\$94,502	\$97,810	\$101,234	\$104,777	\$108,445	\$112,240
10	Operations Manager/ Coordinator/ Facilitator	\$83,024	\$85,913	\$88,919	\$92,031	\$95,252	\$98,585	\$102,035
9	Manager	\$75,477	\$78,103	\$80,835	\$83,665	\$86,591	\$89,624	\$92,762
8	Tech III/HR Supervisor	\$68,615	\$71,002	\$73,487	\$76,059	\$78,721	\$81,477	\$84,329
7	Tech II/Finance/HR Specialist	\$62,376	\$64,546	\$66,807	\$69,145	\$71,565	\$74,069	\$76,662
6	<del>Admin Asst/ Accountant/ LEA Tech II/ Specialist II</del>	<del>\$56,706</del>	<del>\$58,680</del>	<del>\$60,733</del>	<del>\$62,857</del>	<del>\$65,057</del>	<del>\$67,336</del>	<del>\$69,692</del>
5	Tech I/Exec Sec/HR Asst	\$51,552	\$53,344	\$55,211	\$57,144	\$59,145	\$61,213	\$63,355
4	Tech Asst/Project Specialist I	\$46,864	\$48,495	\$50,192	\$51,949	\$53,766	\$55,650	\$57,598
3	Office Professional IV	\$42,603	\$44,094	\$45,637	\$47,234	\$48,887	\$50,599	\$52,370
2	Office Professional III	\$38,730	\$40,086	\$41,489	\$42,941	\$44,445	\$46,000	\$47,610
1	Office Professional II	\$35,209	\$36,441	\$37,717	\$39,037	\$40,403	\$41,817	\$43,281

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- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX XIII**  
**EARLY CHILDHOOD**  
**2024-2025 Salary Schedule – 230 Workdays**

**Salary Steps – 230 Workdays**

<b>Grade</b>	<b>Positions</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
8	Not Currently Used	\$90,931	\$94,113	\$97,408	\$100,816	\$104,344	\$107,996	\$111,776
7	EC Grants Manager	\$82,707	\$85,601	\$88,596	\$91,698	\$94,906	\$98,228	\$101,666
6	Preschool Ed. Manager	\$75,529	\$78,172	\$80,907	\$83,740	\$86,670	\$89,704	\$92,844
5	Not Currently Used	\$68,006	\$70,387	\$72,850	\$75,400	\$78,040	\$80,772	\$83,598
4	GSRP ECS, HS, ECS	\$61,267	\$63,412	\$65,632	\$67,929	\$70,307	\$72,767	\$75,314
3	HS QAS	\$55,195	\$57,126	\$59,126	\$61,195	\$63,338	\$65,553	\$67,848
2	Head Start Specialists	\$48,856	\$50,565	\$52,335	\$54,167	\$56,063	\$58,025	\$60,056
1	Not Currently Used	\$44,863	\$46,434	\$48,059	\$49,741	\$51,482	\$53,284	\$55,148

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

**APPENDIX XVI**  
**EARLY CHILDHOOD**  
**2024-2025 Salary Schedule – 210 Workdays**

**Salary Steps – 210 Workdays**

<b>Grade</b>	<b>Positions</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
8	Not Currently Used	\$83,024	\$85,930	\$88,937	\$92,051	\$95,271	\$98,607	\$102,058
7	EC Grants Manager	\$75,516	\$78,158	\$80,893	\$83,724	\$86,655	\$89,688	\$92,827
6	Preschool Ed. Manager	\$68,961	\$71,375	\$73,872	\$76,458	\$79,134	\$81,903	\$84,771
5	Not Currently Used	\$62,094	\$64,266	\$66,516	\$68,844	\$71,254	\$73,749	\$76,329
4	GSRP ECS, HS, ECS	\$55,940	\$57,897	\$59,924	\$62,021	\$64,193	\$66,440	\$68,765
3	HS QAS	\$50,396	\$52,160	\$53,986	\$55,875	\$57,830	\$59,855	\$61,950
2	Head Start Specialists	\$44,608	\$46,169	\$47,785	\$49,458	\$51,188	\$52,980	\$54,834
1	Not Currently Used	\$40,961	\$42,395	\$43,879	\$45,414	\$47,005	\$48,649	\$50,351

- See Appendix II for annual formula-based compensation change.
- Steps shall only occur with an effective evaluation for employees on Steps 1-6.

## APPENDIX XV

### ONE TIME ANNUAL PAYMENT

As long as the Employer is distributing additional special education funds to its LEAs based on increasing its outgoing transfer expenditures to arrive at a target fund balance, a one-time payment will be made in November of each year based on the budget savings in the Special Education Fund for the previous fiscal year (the Calculation Year), beginning with a calculation based on the 2018-19 year to be paid in November 2019.

The budget savings shall be calculated as follows:

#### Special Education Fund Revenue Budget Savings

The difference between actual non-grant, non-project revenue at year-end and the originally budgeted revenue for the same accounts. This excludes any unexpected revenue sources not originally budgeted.

#### Special Education Fund Expenditures Budget Savings

The difference between non-grant, non-project actual expenditures at year-end and the originally budgeted expenditures for the same accounts. This calculation shall exclude the account(s) used to expense the distribution to LEAs of centralized and non-centralized program/services reimbursements. This also excludes any unexpected expenditures not originally budgeted.

The Revenue Budget Savings and the Expenditure Budget Savings will be added together to determine a Total Budget Savings; it is possible that one or both of these amounts may be a negative number thereby reducing the Total Budget Savings. The Total Budget Savings will then be divided by 11; if this Distribution Amount is greater than 1% of the total of the employees' base compensation of all Eligible Employees paid by through the Special Education Fund then the total Distribution Amount for all employees will be limited to this 1% amount; this will become the Distribution Amount if this limitation is necessary. An overall negative Distribution Amount will not be withheld from employees.

Eligible Employees are defined as ALL employees (not just members of this bargaining unit) paid through the Special Education Fund who are employed by the Employer as of the November payment date and who worked during the fiscal year on which the Budget Savings calculation is based (the Calculation Year). The amount to be paid to each Eligible Employee shall be the Distribution Amount divided by the total FTE of all the Eligible Employees, multiplied by each employee's calculated FTE. An employee who is hired during the Calculation Year will have an FTE calculated for them based on the number of workdays they were scheduled to work during the Calculation Year and the FTE of the position they hold. For example, if a 185-day employee works 185 days, their FTE will be 1.0. If a 185-day employee in a 1.0 FTE position is hired during the Calculation Year and works 130 days, their FTE will be 0.70 FTE.

The One-Time Annual Payment will be made on the last pay date in November and will not be issued as a separate check.

A similar calculation will be made for the General Education Fund. Employees will be paid based on whichever of the two (2) calculations is greater; prorations for partial year employment, as stated will apply.

**DATE:** February 25, 2025

**TO:** Naomi Norman, Superintendent; WISD Board of Education

**FROM:** Ashley Kryscynski, Director of Communications and Public Relations

**CC:** Ryan Rowe, Director of CTE

**RE:** Michigan Researchers Associates, Inc. (EPIC ▪ MRA) Contract

The administration recommends that the WISD Board of Education authorizes the administration to approve a contract with Michigan Researchers Associates, Inc. (also known as EPIC ▪ MRA) to conduct a survey of likely voters residing within the taxable boundaries of Washtenaw ISD to better understand the community's sentiments regarding Career Technical Education.

EPIC ▪ MRA conducted a 600-sample survey for WISD in advance of the special education millage renewal that was on the November 2024 ballot, and their results were within one percentage point of the election day vote.

Information about EPIC ▪ MRA and the detailed scope of work with Washtenaw ISD is detailed in the attached contract. The contracted flat fee is \$34,050. The total costs of this contract will be covered through the Section 12c Consolidation Incentive Grant.

Multiple proposals were sought, and EPIC ▪ MRA was chosen due to extensive survey services offered and their proven track record with past WISD surveying efforts.

Please let me know if you have any questions or concerns related to this request.

## PUBLIC ATTITUDE RESEARCH AGREEMENT

THIS AGREEMENT made this 28<sup>th</sup> day of February 2025, by and between Michigan Researchers Associates, Inc. (hereinafter EPIC ▪ MRA) a Michigan corporation, and Washtenaw Intermediate School District, a public education entity located in Washtenaw County, Michigan (hereinafter the Client).

WITNESSETH, that in consideration of the agreements herein contained, the parties agree that EPIC ▪ MRA shall conduct, and the Client shall pay for survey research to measure public opinion among qualified respondents of the Client's district pursuant to the terms and conditions as follows:

**1. Survey Research.** Client hereby commissions EPIC ▪ MRA to conduct a live operator telephone interview survey of registered voters in its taxing jurisdiction to determine general public perceptions about the Client, self-reported voting behavior, and attitudes and the level of support regarding a school millage-related proposal to appear on a future election ballot. With timely delivery of background information supplied by the Client to EPIC ▪ MRA and with the Client's timely authorization to proceed with conducting interviews, the survey shall be conducted beginning the week of April 7<sup>th</sup>, 2025, with top line results presented no later than April 21<sup>st</sup>, 2025. The survey shall consist of a total of 600 sample points, with an average interview length no greater than eighteen minutes in duration. EPIC ▪ MRA will be responsible for ongoing consultation with the Client, drafting the survey instrument, drawing a random stratified telephone sample, administering the telephone interviews, performing the data entry of the results, preparation and delivery of the frequency, cross-tabulation, and textual narratives of results, one oral presentation of results, if desired, and a registered voter database of all registered voters that reside within the taxable boundaries of the district.

**2. Compensation and Payment.** In consideration of the services performed by EPIC ▪ MRA the Client will pay a flat fee not to exceed Thirty Four Thousand Fifty (\$34,050.00) Dollars. Processing payment for the second of two invoices reflecting the balance due shall be made upon presentation of the cross-tabulation report. These payments are exclusive of payments made, if any, under section "3. B.", below.

### 3. General Provisions.

**A.** In performing services under this Agreement, EPIC ▪ MRA will report to Naomi Norman, Superintendent, on behalf of the Client, or her designated representative(s).

**B.** Travel expenses for trips outside Ingham County, including mileage incurred by EPIC ▪ MRA under this Agreement shall be borne by the Client. IT IS EXPRESSLY UNDERSTOOD that the professional fee for a post-survey oral presentation is included in the flat fee specified in paragraph 2. For meetings in excess of one post-survey oral presentation that is included in the flat fee specified in paragraph 2., the Client shall pay EPIC ▪ MRA, in addition to mileage and other actual travel expenses if any, per diem of \$500.00 per half-day and \$800.00 per full day, inclusive of travel time.

**C.** Representatives of EPIC ▪ MRA and the Client shall confer as frequently as both parties deem necessary to prepare materials and to review performance under this Agreement. The Client shall retain the sole responsibility for defining the scope, content, and extent of dissemination of all information and materials issued by or through EPIC ▪ MRA.

**D.** In all its activities on behalf of the Client, EPIC ▪ MRA agrees to hold in strict confidence any proprietary or sensitive information and shall not disclose such information without the Client's approval. Further, EPIC ▪ MRA agrees that all reports created, prepared, or produced for the Client shall become the exclusive property of the Client, who shall retain exclusive control over their use and disposition. IT IS EXPRESSLY UNDERSTOOD, however, that EPIC ▪ MRA retains full proprietary and intellectual property rights in the survey instrument it develops under this Agreement, and that any use of the survey instrument, or any portion of it, by the Client in subsequent survey activity without the express written consent of EPIC ▪ MRA is prohibited. Nothing in this section shall be construed as limiting EPIC ▪ MRA in its use the Client's name, as a client, or the fact of the commissioning of this survey, in any of EPIC ▪ MRA's business promotion activities.

**E.** EPIC ▪ MRA agrees to take all reasonable and prudent precautions to safeguard any of the Client's property that is in the custody of EPIC ▪ MRA, its contractors, employees, or agents.

**F.** This Agreement shall begin upon signature below and end upon delivery by EPIC ▪ MRA of the last of the tabular and textual reports required herein. No change, modification, extension, termination, or waiver of this Agreement or any of its provisions shall be effective unless made in writing and signed by a duly authorized agent of the party against whom it is sought to be enforced.

**G.** It is understood by the parties that EPIC ▪ MRA is acting as an independent contractor in its performance of all work hereunder and the Client agrees to assume responsibility for the content of materials or data furnished to EPIC ▪ MRA.

**H.** All notices hereunder shall be in writing and shall be served by certified mail, addressed as follows: If to EPIC ▪ MRA: President, EPIC ▪ MRA, 4710 W. Saginaw Highway, Suite 2C, Lansing, Michigan 48917. If to Client: Superintendent, Washtenaw Intermediate School District, 1819 South Wagner Road, PO BOX 1406, Ann Arbor, MI, 48106.

**I.** In the event of a dispute between the parties to this Agreement, the parties agree that venue is proper in the courts of Ingham County, Michigan.

**4. Termination.** EPIC ▪ MRA may terminate this Agreement if Client does not meet its obligations described herein. Prior to termination, EPIC ▪ MRA will in writing notify the Client that it has not met its obligations and shall provide five business days from such notification during which period the Client may cure its non-performance. The Client may terminate this Agreement if EPIC ▪ MRA does not meet its obligations as described herein. Prior to termination, the Client will in writing notify EPIC ▪ MRA that it has not met its obligations and shall provide five business days from such notification during which period EPIC ▪ MRA may cure its non-performance. In the event the Client terminates this Agreement, they shall be liable for all payments due EPIC ▪ MRA for work performed to the time of termination, as well as all actual costs incurred by EPIC ▪ MRA in performance of its obligations up to the point of notification by the Client.

IN WITNESS WHEREOF, the parties have executed two copies of this Agreement.

**WASHTENAW ISD**

**EPIC ▪ MRA**

By: \_\_\_\_\_  
Naomi Norman,  
Superintendent

By: \_\_\_\_\_  
Kelly D. Sullivan,  
Authorized Agent

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_



TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Edward Manuszak, Executive Director for Early Childhood

DATE: March 4, 2025

SUBJECT: Revised YCS Head Start Contract

There are two contracts attached to this memo. The first is the “red line” memo offering a snapshot of all the recommended changes that have been tentatively agreed upon. The second contract is the clean version of the YCS Head Start Contract.

On Dec. 10 at our WISD Board meeting the first contract was approved. I then proceeded to provide this approved contract to the leadership and Ypsilanti Community Schools. They wanted to address some additional concerns they had with it. Since then, we have met and worked out the final version that is being requested to be approved by the Board of Education at the March 11, 2025 meeting. Both copies of the contract have been provided to the leadership at YCS who will also be seeking the approval of their Board of Education.

We are thrilled to have Ypsilanti as partners with us for Head Start. The children and families from Ypsilanti are and will continue to benefit due to this partnership. If you should have any questions, please contact me. Thank you.

**Sub-Recipient Agreement**

**Washtenaw Intermediate School District**

**Ypsilanti Community Schools**

**Head Start/Early Head Start**

**Program Year 2024 - 2025**

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**OHS NOA #05H012694-01-00 PY 24-25**

This Sub-Recipient Agreement ("Agreement") is made and entered into effective **July 1, 2024**, 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 specialists positions that the Sub-Recipient will be responsible for, will be supported by the Recipient in this 2024-2025 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 **7/01/24-6/30/2025** 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 Incorporated by Reference**

This Agreement includes the following exhibits, each of which is attached hereto **for reference purposes, unless otherwise expressly stated and incorporated herein by reference.** 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. **Conditions are included in section 45 of 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 2024 - June 2025) 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 2024 - June 2025) 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 **full and** 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 not included in the approved annual budget, Sub-Recipient shall obtain written approval of Recipient prior to purchasing the equipment.~~ 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 **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 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 **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 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, 2024.

## 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, 2024, to June 30, 2025**, 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 will begin on~~ **September 3, 2024**.

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 24-25 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. Sub-Recipient will provide WISD bi-monthly accounting (due by the 1<sup>st</sup> and 15<sup>th</sup> of each month to the WISD's ERSEA Specialist) of each participant's attendance. Why is necessary? These documents should be made available to the WISD upon request.

- i. The Sub-Recipient 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.
- 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 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.
- b. 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.
- c. 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 1<sup>st</sup> 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 **unlimited 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 15<sup>th</sup> 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 full 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 **Mental Health 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 1302.1 7(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 I 302. 1 7(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.
- iii. 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 ~~Disabilities Specialist~~ 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, and Sub-Recipient shall hold WISD harmless from all claims by such persons against WISD asserting that an employer/employee relationship exists by reason of this Agreement.
- 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 ~~a continuous system of employees and evaluation that rates evaluation of employees' job within established performance expectations~~. 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, **etc.**
- 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 **shall 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. ~~and Sub-Recipient shall hold Recipient harmless from any and all claims against Recipient based upon the contention that an employer-employee relationship exists by reason of the Agreement.~~
- 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. ~~Sub-Recipient agrees that in the performance of its obligations under this Agreement no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of Sub-Recipient's obligations, as determined by Recipient, shall be employed, engaged or retained.~~
- d. 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.
- e. ~~Head Start funds awarded under this Agreement will not be used to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II, in accordance with ACYF-PI HS 08-03.~~
- f. 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 Sub-Recipient, 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.

~~40. **National Labor Relations Board Certification** Sub-Recipient hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court, by a Federal Court, has been issued against Sub-Recipient within the immediately preceding two-year period because of Sub-Recipient’s failure to comply with an order of a Federal Court which orders compliance with an order of the National Labor Relations Board.~~

## ACCOUNTING AND FINANCIAL MANAGEMENT

~~4041. **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.~~

~~4142. **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: 1<sup>st</sup> quarter: July-September; 2<sup>nd</sup> quarter October - December; 3<sup>rd</sup> quarter January-March and 4<sup>th</sup> 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.

**4243. 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.

**4344. 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.

**4445. 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.

**4546. 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**

**4647. 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.

**4748. 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 ~~according to all 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.

**4849. 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.

**4950. 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.

**5051. Public Access** Sub-Recipient shall provide reasonable public access to information and records pertaining to the Program. ~~Sub-Recipient 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, 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.

**5152. 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.

**5253. 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**

**5354. 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.

**5455. 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.

**5556. 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.

**5657. 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.

**5758. 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.

**5859. 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.

**5960. 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.

**6061. 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.

**6162. 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. **EduStaff 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.**

**6263. Indemnification** Except for the intentional or willful misconduct of WISD, **to the extent permitted by law, including but not limited to the restrictions in MCL 380.11a as currently judicially interpreted, Sub-Recipient 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 Sub-Recipient, its officers, agents, employees, contractors, and volunteers, under this Agreement.**

**a. — WISD may select defense counsel of its choosing for the purposes of its legal representation in defense of any action in which Sub-Recipient is being required to defend WISD.**

**b. — This indemnification clause's provisions shall not be limited to or by insurance coverage availability.**

**c. — Sub-Recipient 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.**

**d. — Sub-Recipient's duty to defend and indemnify WISD survives the expiration and termination of this Agreement.**

**6364. 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.

**6465. 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.

**6566. Severability** If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of this Agreement shall remain valid and enforceable.

**6667. 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.

**6768. 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.

**6869. 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.

**6970. 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.

**7074. Venue** Any legal action brought to interpret or enforce this Agreement shall be brought in the Superior Court of Michigan in and for the County of Washtenaw, a Michigan court of competent jurisdiction.

**7172. 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.

**7273. Authority** By signing below, the signatories represent they have the authority to execute this Agreement on behalf of the respective Parties.

**7374. Time is of the Essence** Time is of the essence in the performance of this Agreement.

**7475. 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	
		:		#:	
<b>Description</b>	<b>APPROVED BUDGET</b>	<b>CUMULATIVE EXPENSES</b>	<b>PREVIOUSLY APPROVED</b>	<b>CURRENT EXPENSES</b>	<b>(OVER) / UNDER</b>
<b>Personnel</b>					
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
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Benefits</b>	\$ -	\$ -	\$ -	\$ -	\$ -
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
		\$ -	\$ -	\$ -	\$ -
<b>Supplies</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Child and Family service supplies	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Contractual</b>	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreters	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 1,050,751.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,050,751.00</b>
<b>Signature of Sub-Recipient Business Office Official</b>			<b>Date Signed</b>		

- 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](mailto:whitel@washtenawisd.org)

<b>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.</b>									

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 McPeek 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 5<sup>th</sup> 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

Number of minutes of Inadequate Supervision

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.	
<b>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...</b>	
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.	
<b>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).</b>	
<b>Child is released to the wrong location or to a location without any adult supervision.</b>	

**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 be 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
<b>Immunizations</b>	before enrollment & ongoing if immunizations are missing	before enrollment
<b>Health History</b>	once & review annually	30 days
<b>Nutrition Assessment</b>	once & review annually	30 days
<b>Physical Exam</b>	annually	30 days
<b>Developmental &amp; Behavioral Screenings</b>	annually	45 days
<b>Vision &amp; Hearing Screenings</b>	annually	45 days
<b>Dental Exam</b>	annually	90 days
<b>Growth Assessment</b>	annually	90 days
<b>Hemoglobin/Hematocrit</b>	annually	90 days
<b>Blood Pressure</b>	annually	90 days
<b>Lead Questionnaire</b>	annually	90 days
<b>Tuberculosis Questionnaire</b>	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 <sup>st</sup>	Program level Professional Development and Classroom Preparation
August 22 <sup>nd</sup> – August 23 <sup>rd</sup>	WISD Early Childhood Conference
August 26 <sup>th</sup> – August 30 <sup>th</sup>	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 <sup>nd</sup>	No School – Staff Holiday
September 3 <sup>rd</sup>	First Day of Class
November 14 <sup>th</sup> – November 15 <sup>th</sup>	No classes - Conferences
November 28 <sup>th</sup> – November 29 <sup>th</sup>	No classes – Holiday Break
December 23 <sup>rd</sup> – January 3 <sup>rd</sup>	No classes – Holiday Break
January 20 <sup>th</sup>	No classes – Holiday
February 17 <sup>th</sup>	No classes - Holiday
March 7 <sup>th</sup> and March 14 <sup>th</sup>	Conferences
March 24 <sup>th</sup> – March 28 <sup>th</sup>	No classes – Spring Break
June 5 <sup>th</sup> – June 6 <sup>th</sup>	No classes Home Visits
June 12 <sup>th</sup>	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 <sup>st</sup>	Program level Professional Development and Classroom Preparation
August 22 <sup>nd</sup> – August 23 <sup>rd</sup>	WISD Early Childhood Conference
August 26 <sup>th</sup> – August 30 <sup>th</sup>	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 <sup>nd</sup>	No School – Staff Holiday
September 3 <sup>rd</sup>	First Day of Class
November 14 <sup>th</sup> – November 15 <sup>th</sup>	No classes - Conferences
November 21 <sup>st</sup> – November 22 <sup>nd</sup>	No classes – Holiday Break
December 23 <sup>rd</sup> – January 3 <sup>rd</sup>	No classes – Holiday Break
January 20 <sup>th</sup>	No classes – Holiday
February 17 <sup>th</sup>	No classes - Holiday
March 13 <sup>th</sup> - 14 <sup>th</sup>	Conferences
March 24 <sup>th</sup> – March 28 <sup>th</sup>	No classes – Spring Break
June 5 <sup>th</sup> – June 6 <sup>th</sup>	No classes Home Visits
July 1 <sup>st</sup> – July 5 <sup>th</sup>	No classes – Holiday Break
August 8 <sup>th</sup>	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 2024 – 2025**

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.”  <b>A-3. What criteria may an LEA consider when determining if a child or youth lives in “substandard housing”?</b>  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)*  <b>*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.</b>
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"> <li>Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.</li> </ul>

		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"> <li>Applicant Experienced Physical, Sexual, and Verbal Abuse.</li> <li>Applicant Experienced Physical and/or Emotional Neglect</li> <li>The applicant witnessed abuse of the family or household.</li> </ul>	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"> <li>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.</li> <li>Severe allergies- for example a food allergy. With documentation from Medical Professional.</li> </ul> <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"> <li>Medical or hospital records</li> <li>Parent report</li> <li>Social services referral</li> </ul> <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"> <li>• Neighborhood shootings</li> <li>• Neighbors fighting</li> <li>• Witnessing death</li> <li>• Family disturbance such as fights.</li> </ul>
Refugee Humanitarian Parolee/ Immigrant fleeing violence	10 points	Family or child: <ul style="list-style-type: none"> <li>• Within 12 months</li> </ul>
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"> <li>• Exclusion from other preschool/childcare programs</li> <li>• Social services or medical referrals</li> <li>• Parent interview questions/report</li> <li>• Legal report or restraining order</li> <li>• Staff documentation on home visits or other contacts</li> </ul> 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"> <li>• Behavioral concerns include behaviors that would potentially limit the educational experience of the child without behavioral intervention.</li> </ul> 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 <a href="http://health.people.gov">health people.gov</a>
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 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 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 WISDH 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. fail to act on a funding application from a prospective Sub-Recipient after Recipient 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 a Recipient’s solicited Request for Qualifications (RFQ)/Request for Proposals (RFP) or an unsolicited funding application; or
3. terminate 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 a 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, statues, ordinances, rules, regulations, policies and procedures. These policies and procedures are available on the Recipient's website – [www.rcoe.us](http://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 Recipient 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 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-compliance, 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-compliance, 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 simulataneouls 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 profits. "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 <b>Date and Time Sub-Recipient no longer has authority to obligate funds</b></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><b>(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</b></p> <p>Note: Neither a 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 &amp; 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 &amp; 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



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 show 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-compliance 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

**Sub-Recipient Agreement**

**Washtenaw Intermediate School District**

**Ypsilanti Community Schools**

**Head Start/Early Head Start**

**Program Year 2024 - 2025**

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**OHS NOA #05H012694-01-00 PY 24-25**

This Sub-Recipient Agreement ("Agreement") is made and entered into effective **July 1, 2024**, 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 2024-2025 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 **7/01/24-6/30/2025** 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 2024 - June 2025) 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 2024 - June 2025) 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, 2024.

## 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, 2024, to June 30, 2025**, 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, 2024**.

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 24-25 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 1<sup>st</sup> 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 15<sup>th</sup> 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 1302.1 7(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 I 302. 1 7(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: 1<sup>st</sup> quarter: July-September; 2<sup>nd</sup> quarter October - December; 3<sup>rd</sup> quarter January-March and 4<sup>th</sup> 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
<b>Personnel</b>					
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
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Benefits</b>					
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
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Supplies</b>					
Child and Family service supplies	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Contractual</b>					
Interpreters	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTALS:</b>	<b>\$ 1,050,751.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,050,751.00</b>
<b>Signature of Sub-Recipient Business Office Official</b>		<b>Date Signed</b>			

**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](mailto: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 McPeek 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 5<sup>th</sup> 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

Number of minutes of Inadequate Supervision

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.	
<b>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...</b>	
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.	
<b>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).</b>	
<b>Child is released to the wrong location or to a location without any adult supervision.</b>	

**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 be 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
<b>Immunizations</b>	before enrollment & ongoing if immunizations are missing	before enrollment
<b>Health History</b>	once & review annually	30 days
<b>Nutrition Assessment</b>	once & review annually	30 days
<b>Physical Exam</b>	annually	30 days
<b>Developmental &amp; Behavioral Screenings</b>	annually	45 days
<b>Vision &amp; Hearing Screenings</b>	annually	45 days
<b>Dental Exam</b>	annually	90 days
<b>Growth Assessment</b>	annually	90 days
<b>Hemoglobin/Hematocrit</b>	annually	90 days
<b>Blood Pressure</b>	annually	90 days
<b>Lead Questionnaire</b>	annually	90 days
<b>Tuberculosis Questionnaire</b>	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 <sup>st</sup>	Program level Professional Development and Classroom Preparation
August 22 <sup>nd</sup> – August 23 <sup>rd</sup>	WISD Early Childhood Conference
August 26 <sup>th</sup> – August 30 <sup>th</sup>	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 <sup>nd</sup>	No School – Staff Holiday
September 3 <sup>rd</sup>	First Day of Class
November 14 <sup>th</sup> – November 15 <sup>th</sup>	No classes - Conferences
November 28 <sup>th</sup> – November 29 <sup>th</sup>	No classes – Holiday Break
December 23 <sup>rd</sup> – January 3 <sup>rd</sup>	No classes – Holiday Break
January 20 <sup>th</sup>	No classes – Holiday
February 17 <sup>th</sup>	No classes - Holiday
March 7 <sup>th</sup> and March 14 <sup>th</sup>	Conferences
March 24 <sup>th</sup> – March 28 <sup>th</sup>	No classes – Spring Break
June 5 <sup>th</sup> – June 6 <sup>th</sup>	No classes Home Visits
June 12 <sup>th</sup>	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 <sup>st</sup>	Program level Professional Development and Classroom Preparation
August 22 <sup>nd</sup> – August 23 <sup>rd</sup>	WISD Early Childhood Conference
August 26 <sup>th</sup> – August 30 <sup>th</sup>	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 <sup>nd</sup>	No School – Staff Holiday
September 3 <sup>rd</sup>	First Day of Class
November 14 <sup>th</sup> – November 15 <sup>th</sup>	No classes - Conferences
November 21 <sup>st</sup> – November 22 <sup>nd</sup>	No classes – Holiday Break
December 23 <sup>rd</sup> – January 3 <sup>rd</sup>	No classes – Holiday Break
January 20 <sup>th</sup>	No classes – Holiday
February 17 <sup>th</sup>	No classes - Holiday
March 13 <sup>th</sup> - 14 <sup>th</sup>	Conferences
March 24 <sup>th</sup> – March 28 <sup>th</sup>	No classes – Spring Break
June 5 <sup>th</sup> – June 6 <sup>th</sup>	No classes Home Visits
July 1 <sup>st</sup> – July 5 <sup>th</sup>	No classes – Holiday Break
August 8 <sup>th</sup>	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 2024 – 2025**

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.”  <b>A-3. What criteria may an LEA consider when determining if a child or youth lives in “substandard housing”?</b>  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)*  <b>*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.</b>
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"><li>Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.</li></ul>

		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"> <li>Applicant Experienced Physical, Sexual, and Verbal Abuse.</li> <li>Applicant Experienced Physical and/or Emotional Neglect</li> <li>The applicant witnessed abuse of the family or household.</li> </ul>	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"> <li>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.</li> <li>Severe allergies- for example a food allergy. With documentation from Medical Professional.</li> </ul> <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"> <li>Medical or hospital records</li> <li>Parent report</li> <li>Social services referral</li> </ul> <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"> <li>• Neighborhood shootings</li> <li>• Neighbors fighting</li> <li>• Witnessing death</li> <li>• Family disturbance such as fights.</li> </ul>
Refugee Humanitarian Parolee/ Immigrant fleeing violence	10 points	Family or child: <ul style="list-style-type: none"> <li>• Within 12 months</li> </ul>
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"> <li>• Exclusion from other preschool/childcare programs</li> <li>• Social services or medical referrals</li> <li>• Parent interview questions/report</li> <li>• Legal report or restraining order</li> <li>• Staff documentation on home visits or other contacts</li> </ul> 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"> <li>• Behavioral concerns include behaviors that would potentially limit the educational experience of the child without behavioral intervention.</li> </ul> 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 <a href="http://health.people.gov">health people.gov</a>
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 WISDH 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, statues, ordinances, rules, regulations, policies and procedures. These policies and procedures are available on the Recipient's website – [www.rcoe.us](http://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 ISDSuperintendent. 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 or 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 <b>Date and Time Sub-Recipient no longer has authority to obligate funds</b></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><b>(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</b></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 &amp; 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



TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: March 4, 2025

SUBJECT: Revised Amplify Reflective and Responsible Teaching (AR2T) Contracts

ATTACH: Melissa Brooks-Yip amended and new contract; Dr. Brianne Dotson amended and new contract

I recommend that the WISD Board of Education authorize the administration to approve the two contract amendments and new contract agreements with Dr. Brianne Dotson and Teacher Education for Action, LLC for their continued services with the rollout of Amplify Reflective and Responsible Teaching (AR2T) for Preschool.

Due to new federal guidelines our existing contracts with Dr. Brianne Dotson and Teacher Education for Action, LLC are to reflect an end date of January 20<sup>th</sup>, 2025. The new contracts have been revised to meet the newly imposed federal requirements and will have an effective starting date of January 21<sup>st</sup>, 2025, if approved.

If you have any questions, please do not hesitate to contact me.



**Washtenaw Intermediate School District  
Amendment to Contracted Services Agreement – Company**

The contracted services agreement dated November, 7th 2024 by and between Washtenaw Intermediate School District hereinafter referred to as WISD or District, and Dr. Brianne Dotson hereinafter referred to as Contractor, is amended as follows:

It is the intention of the parties to amend the previous contracted services agreement covering the period of November 8th, 2024 until June 30th, 2025 in the following manner:

**SECTION I – SCOPE OF SERVICES**

In connection with the above, Dr. Brianne Dotson will perform the following services:

1. Service date of the contract will end on January 20th, 2025
- 2.

**SECTION II – COMPENSATION**

- 1.
- 2.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

The Amendment agreed to on February 27th, 2025.

Brianne Dotson  
Independent Contractor

Date 3/4/2025

Dr. Edward J. [Signature]  
Department Head

Date 2-28-2025

\_\_\_\_\_  
Washtenaw Intermediate School District

Date \_\_\_\_\_

**Brianne Dotson, EdD**  
 443 Sommerset Court  
 Ann Arbor, MI 48103  
 734-548-5419

# INVOICE

**INVOICE: 0001**  
**DATE: 2/24/2025**

Dr. Edward Manuszak  
 Executive Director, Early Childhood  
 Washtenaw ISD  
 1819 South Wagner Rd.  
 PO Box 1406  
 Ann Arbor, MI 48106

**FOR:**  
 ART Preschool Research Consultation Services

DESCRIPTION	HOURS	RATE	AMOUNT
<b>November</b>		-	
Planning meeting	1	200.00	200
<b>December</b>			
Data and materials review	0.5	200.00	100
Research design	3	200.00	600
Planning meeting	1	200.00	200
Research design revision and pre-survey creation	1.5	200.00	300
Learning Community #1	8	200.00	1,600
Learning Community #1 exit ticket analysis	2	200.00	400
<b>January</b>			
Planning meeting	1	200.00	200
Pre-survey analysis	2.5	200.00	500
		375.00	
		<b>TOTAL</b>	<b>4,100</b>

Please make checks payable to Brianne Dotson.

**THANK YOU FOR YOUR BUSINESS!**



**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
CONTRACTED SERVICES AGREEMENT**

This agreement is made this 21st day of January, 2025 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Dr. Brianne Dotson, 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 Jan. 21, 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: Review the impact of the Amplify Responsible Teaching for Preschool's goals and objectives through a comprehensive assessment of the level of its fundamental principles represented in the classroom, educator level of experience and level of comfort with facilitating the subject material, teacher reflections, and child behaviors pre- and post-implementation.
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. The Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. The Contractor will be responsible for payment of the fingerprinting service.
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 \$ 13,800 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 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 set 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 disqualified<sup>1</sup> 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.

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<sup>1</sup> 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 January 21 \_\_\_\_\_, 2025

Brianne Dotson  
Independent Contractor

DATE 3/4/2025

Dr. Edward J. Marsh II  
Department Head

DATE 12-29-2025

\_\_\_\_\_  
Washtenaw Intermediate School District

DATE \_\_\_\_\_

\_\_\_\_\_  
Washtenaw Intermediate School District

DATE \_\_\_\_\_

\_\_\_\_\_  
Washtenaw Intermediate School District

DATE \_\_\_\_\_

# ART for Preschool Project Study

February 1, 2025

This proposal outlines the scope of work to evaluate the goals and impact of Amplify Responsible Teaching (ART) for Preschool, providing insights to support its expansion to additional sites. The assessment will examine the program's effects on teachers and students, using data from surveys, coaching sessions, and interviews to inform recommendations for scaling ART for Preschool.

The project scope details the services provided and estimated hours per month. The proposed cost for the five-month project ranges from approximately \$11,000 to \$14,000, covering consulting services, travel, and materials development. Timelines, costs, and specific details can be adjusted as needed when both parties agree to the changes.

Timeline	Service Provided and Estimated Hours
February 2025	<b>Virtual Training Support and Data Analysis: 10 hours</b> <ul style="list-style-type: none"> <li>● Draft and finalize data collection tools for virtual training</li> <li>● Support preparation for and attend virtual training</li> <li>● Attend meetings, as needed</li> </ul>
March 2025	<b>Exit Conversation Preparation and Support: 10 hours</b> <ul style="list-style-type: none"> <li>● Analyze virtual training survey results</li> <li>● Support preparation for April virtual training and exit conversations</li> </ul>
April 2025	<b>Data Analysis and Final Report Drafting: 20-30 hours</b> <ul style="list-style-type: none"> <li>● Attend virtual training</li> <li>● Conduct exit conversations</li> <li>● Analyze post-toolkit implementation inventory</li> <li>● Analyze post-toolkit teacher survey</li> <li>● Draft final report</li> <li>● Data checks and revisions</li> </ul>
May 2025	<b>Report and Materials Finalization: 10-15 hours</b> <ul style="list-style-type: none"> <li>● Deliver final report and materials</li> </ul>
June 2025	<b>Report Presentations: 5 hours</b> <ul style="list-style-type: none"> <li>● Present findings to the Board and other interest holders, as requested</li> </ul>
<b>Estimated Cost</b>	<ul style="list-style-type: none"> <li>● <b>\$11,000- \$14,000</b> (estimated 55-70 hours)</li> </ul>





**Washtenaw Intermediate School District  
Amendment to Contracted Services Agreement - Company**

The contracted services agreement dated November, 7th 2024 by and between Washtenaw Intermediate School District hereinafter referred to as WISD or District, and Teacher Education for Action, LLC hereinafter referred to as Contractor, is amended as follows:

It is the intention of the parties to amend the previous contracted services agreement covering the period of November 8th, 2024 until June 30th, 2025 in the following manner:

**SECTION I - SCOPE OF SERVICES**

In connection with the above, Teacher Education for Action, LLC will perform the following services:

1. Service date of the contract will end on January 20th, 2025
- 2.

**SECTION II - COMPENSATION**


- 1.
- 2.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

The Amendment agreed to on February 27th, 2025.

  
\_\_\_\_\_  
Independent Contractor

Date 2-28-25

  
\_\_\_\_\_  
Department Head

Date 2-28-25

\_\_\_\_\_  
Washtenaw Intermediate School District

Date \_\_\_\_\_

# TEACHER EDUCATION FOR ACTION, LLC

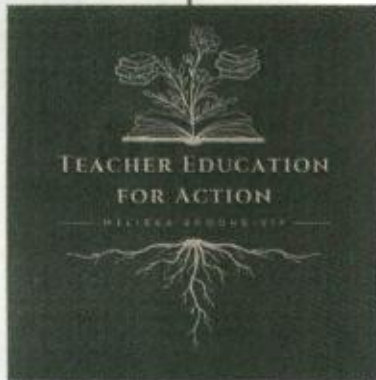
## INVOICE

Melissa Brooks-Yip  
January , 2025

3230 ROON THE BEN  
ANN ARBOR, MI 48108  
734-478-9698

TEACHEREDUCATIONFORACTION@GMAIL.COM

ATTN: Dr. Edward Manuszak



### **MHSE DEI Learning Community Anti-Racism Toolkit (ART) for Preschool- Coaching**

- Full-day in-person training in Lansing= 10 hours at \$80 per hour including planning, facilitation, travel time and mileage=  
**\$800.00** (December 13th)
- Planning for ART teacher coaching + team member meetings  
11 hours at \$80 per hour= **\$880.00**  
(November through January)
- 10 hours of teacher coaching at \$80 per hour= **\$800.00**  
(November through January)

**Total due out of contract amount= \$2,480.00**

\*Total contract=\$9,680.00





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

This agreement is made this 21st day of January, 2025 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Teacher Education for Action, LLC, 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 Jan 21, 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: Attend in-person and virtual meetings pertaining to the Amplify Responsible Teaching initiative for preschool teachers and build relationships in order to provide 1-1 and/or small group coaching for teachers who are actively implementing the ART framework in their preschool classrooms
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 \$ 5,440 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 \$ 80 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 set 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 disqualified<sup>1</sup> 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.

<sup>1</sup> 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 January 21st 2025

  
Contractor (Company) \_\_\_\_\_ DATE 2-28-25

  
Department Head \_\_\_\_\_ DATE 2-28-2025

\_\_\_\_\_  
Washtenaw Intermediate School District DATE \_\_\_\_\_

\_\_\_\_\_  
Washtenaw Intermediate School District DATE \_\_\_\_\_

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Washtenaw Intermediate School District DATE \_\_\_\_\_

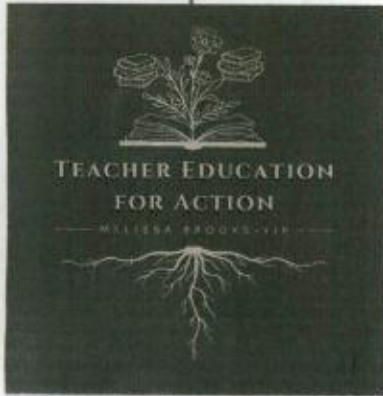


# TEACHER EDUCATION FOR ACTION, LLC

## PROJECT PROPOSAL- ART

Prepared by Melissa Brooks-Yip

February 28, 2025



### PROJECT DESCRIPTION

I will attend all in person and virtual, planning and group meetings pertaining to the Amplify Responsible Teaching (ART) initiative for preschool teachers. I will also build relationships with all teachers to provide 1-1 and/or small group coaching for teachers who are actively implementing the ART framework in their pre-school classrooms. I will provide summary reports each month to the team and meet with them as needed.

### TIMELINE OF THE PROJECT

This work will take place from January 21 to June 30, 2025

### COSTS

- Virtual whole group meetings February and April= \$480 (\$240 each)
- Planning for coaching and whole group meetings per hour, 27 hours at \$80 per hour= \$2,160
- 1 hour of coaching= \$80 per hour  
Total hours of coaching estimated at 35 hours= \$2,800

**Total= \$5,440**

**DATE:** March 4, 2025

**TO:** Naomi Norman, Superintendent; WISD Board of Education

**FROM:** Jennifer Banks, Ph.D., Director of Instruction

**SUBJECT:** Reclamation Education, Project, LLC/Maisie Gholson Contract – Contracted Services Agreement for 2025-2026

The administration is requesting the approval to contract with Dr. Maisie Gholson and the Reclamation Education Project, LLC for the design and development of learning pathways for student-centered and contextualized mathematics application state-wide. This initiative will include the following components.

- **Developing Learning Pathways**
  - Identify student-centered and contextualized learning opportunities across state
  - Conduct web-based searches and interviews of intermediate school district staff
  - Create database of learning opportunities
  - Identify gaps in experiential learning opportunities focused on student centered and contextualized math across the state
  - Develop asset map
- **Developing Statewide Definition**
  - Plan work group meetings
  - Develop activities and resources for work group meetings
  - Facilitate work group meetings
  - Develop final definition of a student-centered and contextualized approach for mathematics teaching and learning
- **Customize Online Learning Platform & Course Development**
  - Develop learning platform informed by asset mapping
  - Develop online modules to compensate for gaps identified in learning pathways in intermediate school districts and statewide
  - Customize learning platform to support student-centered and contextualized mathematics application for MiSTEM
  - Facilitation of learning platform for one year

We previously contracted with Reclamation Education Project, LLC. from October 2024 to June 30, 2025, for the 23h Tri-County Culturally Responsive Mathematics grant at a cost of \$165,000.00, and this additional MiSTEM state-wide initiative will extend the contract timeframe to include work to be completed from March 17, 2025, through September 30, 2026 and cost up to an additional \$326,500, for a total cost of up to \$491,500, which exceeds the current board



limit. Funding for this amendment to the contract will come from the MISTEM Advisory Council grant, with no impact on the general fund.

Dr. Maisie Gholson, the founder of the Reclamation Education Project, LLC, is an Associate Professor at the Marshal Family School of Education at the University of Michigan. Her research, within a black feminist framework, explores how our identities and relationships with mathematics, peers, and teachers shape our learning experiences and developmental paths in the context of mathematics. Dr. Gholson's unique expertise stems from her background as a high school math teacher and a former patent writer in Houston, Texas. She holds a PhD in Curriculum and Instruction from the University of Illinois and a BS in Electrical Engineering from Duke University.

Dr. Jennifer Banks is available if you have any questions.

**Washtenaw Intermediate School District  
Amendment to Contracted Services Agreement – Company**

The contracted services agreement dated March 4, 2025 by and between Washtenaw Intermediate School District hereinafter referred to as WISD or District, and Reclamation Education Project, LLC / Dr. Maisie Gholson hereinafter referred to as Contractor, is amended as follows:

It is the intention of the parties to amend the previous contracted services agreement covering the period of October 8, 2024, until September 30, 2026 in the following manner:

**SECTION I – SCOPE OF SERVICES**

In connection with the above, Reclamation Education Project, LLC./Dr. Maisie Gholson will perform the following services:

**Description of Services**

**Duty 1:**

Identify professional learning opportunities across the state of Michigan that support student-centered and contextualized learning opportunities across the state.

Research available Learning Pathways across the state of Michigan for educators focused on instructional practices that are Student-Centered and Contextualize Mathematics.

Develop an asset map that identifies the student-centered and contextualized mathematics learning opportunities across the state through web-based search and interviews with relevant intermediate school district personnel across the state;

Compile identified student-centered and contextualized mathematics learning opportunities into searchable database;

Designing Learning Pathways from identified learning opportunities and assessment of gaps in intermediate school district and state- provided opportunities.

**Duty 2:**

Develop a working Definition of Student-Centered and Contextualized Mathematics

- Plan and facilitate work group meetings to identify and organize a statewide definition of student-centered and contextualized mathematics.
- Develop proto-definition of student-centered and contextualized mathematics and resources for working meetings; organizing state-wide student-centered and contextualized mathematics
- Facilitate at least 2 meetings with statewide work group that examines student-centered and contextualized mathematics.
- Support the collaborative development of a student-centered and contextualized mathematics definition

**Duty 3:**

Develop a Customize Online Learning Platform and Develop Course Content for Student-Centered and Contextualized Mathematics Learning Pathways

- Using assessment of Learning Pathways gaps, design robust trajectories for student-centered and contextualized mathematics development; designing 10 online (30-45 min) modules for student-centered and contextualized mathematics; customizing learning platform for Mi-STEM student-centered and contextualized mathematics Learning Pathways; and one year of facilitation of learning platform.

**SECTION II – COMPENSATION**

1. In addition to the previous \$165,000.00 contract, the maximum consideration for the additional amended contractor services as described in Section I of the amendment will be \$326,500.00, for a maximum total of \$491,500.00 through September 30, 2026.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

The Amendment agreed to on \_\_\_\_\_.

\_\_\_\_\_ Date \_\_\_\_\_  
 Reclamation Education Project, LLC./ Dr. Maisie Gholson

\_\_\_\_\_ Date \_\_\_\_\_  
 Jennifer Banks, PhD., Director of Instruction, Achievement Initiatives  
 Washtenaw Intermediate School District

\_\_\_\_\_ Date \_\_\_\_\_  
 Naomi Norman, Superintendent  
 Washtenaw Intermediate School District



# SCHOOL LAW NOTES

FEBRUARY 27, 2025

## Student Issues

*Recent MDE Memos on Immigration in*

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*No Parental Right to Opt Out of State Assessments* ..... 2

## Legislative Updates

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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
MICHELE R. EADDY	RYAN J. MURRAY
KIRK C. HERALD	ERIN H. WALZ
ROBERT A. DIETZEL	MACKENZIE D. FLYNN
KATHERINE WOLF BROADDUS	KATHRYN R. CHURCH
DANIEL R. MARTIN	MARYJO D. BANASIK
JENNIFER K. STARLIN	CATHLEEN M. DOOLEY
TIMOTHY T. GARDNER, JR.	AUSTIN M. DELANO
IAN F. KOFFLER	KELLY S. BOWMAN
FREDRIC G. HEIDEMANN	BRIAN D. BAAKI
RYAN J. NICHOLSON	
GORDON W. VAN WIEREN, JR. (OF COUNSEL)	
LISA L. SWEM (OF COUNSEL)	
ROY H. HENLEY (OF COUNSEL)	

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**EAST LANSING  
NOVI  
WEST MICHIGAN**

## Recent MDE Memos on Immigration in Schools

As detailed in our [January 24, 2025 E-Blast](#), the U.S. Department of Homeland Security (DHS) recently rescinded its “protected areas” policy, meaning that Immigration and Customs Enforcement (ICE) agents are no longer directed to avoid immigration enforcement actions in schools. In turn, MDE also recently released two memos addressing immigration in public schools.

The [first memo](#), issued on January 16, 2025, predated DHS’s rescission of its “protected areas” policy and responded to the Trump administration’s executive order seeking to end birthright citizenship. Citing both the U.S. Supreme Court decision in *Plyler v Doe* and U.S. Department of Education guidance, the memo reiterates that “all children, regardless of citizenship and immigration status, have the right to equal access to a free public education.”

The guidance further explains that Michigan’s Elliott-Larsen Civil Rights Act prohibits discrimination based on race or national origin and guarantees the full and equal enjoyment of public services and accommodations, including public education. The guidance also reminds school officials of their obligations under the Family Educational Rights and Privacy Act (FERPA), which limits the circumstances under which confidential information from students’ education records may be disclosed to ICE agents. MDE recommends that school officials consult with their attorneys for guidance on FERPA compliance.

The [second memo](#), issued on January 23, 2025, followed DHS’s rescission of its “protected areas” policy. The memo provides an overview of the law supporting undocumented noncitizen students’ right to equal access to a free public education and reminds school officials of their duties to protect student records under FERPA. It further advises schools to consult with their attorneys to develop an “internal process for school personnel to follow” if ICE or other law enforcement agents seek “access to students or student records.”

In response to the plethora of questions received from clients about DHS’s rescission of its “protected areas” policy, our office issued the [E-Blast](#), which described the applicable law enabling undocumented noncitizen students to attend public school and addressed FERPA compliance. The E-Blast recommended a protocol for school officials to follow if ICE or other law enforcement agents appear at schools or request confidential student information. This protocol attempts to balance a school’s obligation to not obstruct a federal investigation with its legal obligations under FERPA and the Equal Protection Clause as interpreted by the Supreme Court in *Plyler*. The E-Blast also described an “internal process” consistent with MDE’s recommendations.

In addition to the protocol recommended in the E-Blast, a stand-alone handout for staff is available on request.

If you have questions about immigration enforcement or would like assistance with your school's enforcement protocols, please contact a Thrun attorney.



## OCR Turns the Page on Book Bans

While the removal of library books will continue to be a contentious issue facing schools, the U.S. Department of Education's Office for Civil Rights (OCR) recently issued a press release signaling a shift in how these complaints will be addressed at the federal level. The press release suggests that OCR's involvement in book ban complaints will likely diminish.

### *Background*

In 2023, a "book ban coordinator" position was created within OCR. This position was designed to address the concern that book removals could create hostile environments for students, potentially violating federal civil rights laws.

For example, an OCR book ban complaint was filed against Georgia's Forsyth County Schools in 2022. In that case, OCR found that the school district may have created a hostile environment for students when it removed eight books from the school library for containing sexually explicit content. Although the school district limited its book screening process to sexually explicit materials, commentary at a school board meeting suggested that the screening process may have intentionally excluded diverse authors and characters. Considering this commentary, OCR stated that the school district should have offered supportive measures to students who were negatively impacted by the screening process.

### *OCR Announcement*

On January 24, 2025, OCR announced its dismissal of several book ban complaints in its press release, [U.S. Department of Education Ends Biden's Book Ban Hoax](#). The dismissed complaints alleged that removing books from school libraries created a hostile environment for students based on race, color, sex, or national origin.

OCR also announced its elimination of the book ban coordinator position and rescission of previous guidance that suggested book bans could violate civil rights laws. OCR emphasized that parents and school boards have broad discretion to assess and make decisions based on the unique needs of their children and communities, and OCR will not second guess those decisions when it comes to book bans.

### *Moving Forward*

Regardless of OCR's future involvement, school officials should continue to apply an objective

screening process when addressing a book challenge to avoid potential First Amendment violations. We identified pertinent considerations in our [November 2023 edition of School Law Notes](#).

If your school receives a book challenge, school officials should consult board policy and follow your school's procedures. For Thrun Policy Service subscribers, this process is outlined in Policy 5407 (Instructional Program and Curriculum Development), which includes optional language for handling challenges to both instructional and school library materials.



## No Parental Right to Opt Out of State Assessments

In April, students in grades 3 to 7 will take the Michigan Student Test of Educational Progress (M-STEP). Some parents may submit opt-out requests to exempt their children from the M-STEP and other standardized tests, claiming that opting out is their legal right. This assertion is not correct.

Michigan schools have no legal obligation to grant testing opt-out requests. The Revised School Code gives parents opt-out rights only for sex education and instruction in the characteristics or symptoms of diseases. Accordingly, schools may deny parent opt-out requests that do not fall within these areas.

MDE has long held that there is no official authority in state or federal law for parents to have their child opt out of state assessments without counting against their school and district's participation rates. In a [March 2024 letter](#), State Superintendent Michael Rice reiterated this point: "While we support parents in making choices for their children, there is no 'opt-out' of state assessments under state or federal law. Students who are not assessed will count against their school's required 95 percent participation rate, which will create an incomplete picture of their school's performance."

Similarly, federal law does not support a testing opt-out right. The Sixth Circuit Court of Appeals, whose decisions are binding in Michigan, held that the "timing and content of examinations . . . are generally committed to the control of state and local authorities." While recognizing a parent's right to be involved in their child's education, many federal court decisions acknowledge a school's ultimate authority to control the manner and content of instruction.

When a student is absent, either intentionally or unintentionally, during part(s) of a standardized test, school officials should consider arranging to have the student complete the missed part(s) through a makeup session. If you receive an opt-out request from a parent

or organization, please contact a Thrun attorney to discuss an appropriate response.



**Cultural and Religious Protections Expanded for Native American Students**

Public Act 209 of 2024, effective April 2, 2025, adds Revised School Code Section 1300, which will require schools to allow a Native American individual to wear traditional regalia and bring traditional objects to ceremonies of honor. Notably, this law will apply to this school year’s graduation ceremonies.

“Traditional regalia” means any cultural, religious, or ceremonial clothing or wearable items representing a Native American’s tribal or ancestral traditions.

“Traditional objects” refers to cultural, religious, or ceremonial items or objects that hold tribal or ancestral meaning, significance, or importance for a Native American.

Both definitions expressly *exclude* dangerous weapons and inhalable, chewable, or edible tobacco products.

“Ceremonies of honor” include any formal or informal public occasions celebrating academic, athletic, and other student achievement, such as graduation, commencement, convocation, and honor society events.

In recent years, we have received questions about whether Native American students’ requests to include culturally significant items on their graduation caps (e.g., an eagle feather) must be accommodated despite a school having a “no cap decorating” policy. With the addition of Public Act 209, the answer to that question is likely yes.

To comply with this new legislation, school officials should review applicable board policies, handbooks, dress code requirements, and other communications about graduation to determine whether a carve out may be necessary to comply with Public Act 209 and allow tribal regalia and traditional objects at ceremonies of honor. Should your school require assistance with such a review, please contact a Thrun attorney.



**New Laws Seek to Strengthen School Safety**

Governor Whitmer recently signed into law a series of bills that amend the Revised School Code to enhance school safety. The new legislation creates a centralized state commission on school safety and mental health and requires schools to form behavior threat

assessment and management teams. The bills are expected to result in minimal additional costs for schools, and such costs will likely be absorbed through staff time. Each bill is effective April 2, 2025.

*Public Act 263*

Public Act 263 of 2024, MCL 28.806, replaces the prior School Safety Commission with the School Safety and Mental Health Commission (Commission). The Commission, within the Michigan Department of State Police (MSP), is authorized to provide resources to reduce youth suicides and to strengthen the mental health of school-aged children. The Commission also may make recommendations to the State’s Bureau of Construction Codes on improving student safety in school building construction designs. Starting October 30, 2026, and annually thereafter, the Commission must issue reports to Michigan’s House and Senate school aid appropriation committees, standing committees on education, and fiscal agencies detailing its findings, recommendations, and updates for initiatives.

*Public Act 264*

Public Act 264 of 2024, MCL 380.1241 and 1310a, requires each school board to designate a liaison to work with the Commission and MSP’s Office of School Safety to identify model safety practices. While not a new requirement, each school board must annually report student expulsions to the State Superintendent, who will submit that report to the Commission. School boards must also annually post on their websites, in the form prescribed by the State, incidents of crime involving physical violence, gang activity, illegal substance possession, trespassing, and property crimes occurring within the school.

In addition to the above-described reporting requirement, each school building must collect and update weekly information relating to reported incidents of crime occurring in the building. That information must be provided within seven days of request by the State Superintendent. At least annually, school boards must make available to the Commission and the parent or legal guardian of each pupil enrolled in the district the most recent annual report for the entire district, broken down by building.

*Public Acts 270 and 271*

Public Acts 270 and 271 of 2024, MCL 380.1308c and 1308d, require MSP, in collaboration with the Commission, to establish rules for “standardized response terminology” and a color-coding system for when the terminology should be used at a school. The legislative history suggests that the terminology may include phrases such as “lockdown,” “secure mode,” and “shelter in place.” MSP must issue the rules by July 1, 2026. Beginning with the 2026-2027 school



year, schools must adopt and implement MSP's standardized response terminology.

*Public Act 272*

Public Act 272 of 2024, MCL 380.1308e, requires MSP, in collaboration with the Office of School Safety, to develop school safety and security training material and provide the material annually to schools. The training materials will include an operational guide prepared by the U.S. Secret Service Threat Assessment Center, providing actionable steps that schools can use to develop comprehensive violence prevention plans, as well as model forms. The materials will assist schools in conducting threat assessments.

Additionally, school boards must establish an internal behavior threat assessment and management team for each school by October 1, 2026. These teams must include:

- a school administrator responsible for ensuring that the behavior threat assessment and management team fulfills its duties;
- a mental health professional who is trained and experienced in mental illness or developmental disabilities and who is either a physician, psychologist, a licensed registered nurse, a licensed master's social worker, a licensed professional counselor, or a licensed marriage and family therapist; and
- a school resource officer or other law enforcement official.

The team is responsible for:

- defining prohibited and concerning behavior;
- educating the school community on warning signs that may indicate that someone is at risk for potential harm to themselves or others;
- monitoring, assessing, and inquiring into concerning behavior;
- distinguishing between credible and non-credible threats;
- developing a central reporting mechanism;
- educating students, parents, legal guardians, and school personnel on how to report concerning behavior and what is appropriate to report;
- outlining the relationship between school personnel and law enforcement;
- determining the threshold for when a situation requires the intervention of law enforcement; and
- developing a written plan to assist students engaging in concerning behavior through the use of both punitive and supportive measures utilizing school-based and community-based support structures.

School officials should take steps now to prepare for these new requirements, including by developing

relationships with mental health professionals and law enforcement officials who may be able to serve on threat assessment teams or by attending behavioral assessment trainings hosted by the Office of School Safety ([registration found here](#)). School officials should also watch for rules and guidance from MSP and the Commission. We will keep you apprised of any updates.



**Youth Work Permit Process Streamlined**

Public Act 196 of 2024 amends the Michigan Youth Employment Standards Act by modifying the procedures for issuing work permits to minors. Under current law, a school's chief administrator or designee issues and revokes work permits. Starting October 2, 2026, the Michigan Department of Labor and Economic Opportunity (LEO) will assume the school's responsibility for processing youth work permits.

This law also sets new limits on when a minor under 16 years old may work, including prohibiting 14- and 15-year-olds from working outside the hours of 7 a.m. to 9 p.m. between June 1 and Labor Day and outside the hours of 7 a.m. to 7 p.m. for the rest of the year. Employment must be outside school hours. Working hours are limited to three hours per day during any week that school is in session, not to exceed a total of 18 hours per week. When school is not in session, the limitation is increased to 40 hours per week.

Minors seeking a work permit must use LEO's free registration website to register for employment and submit necessary information. Likewise, prospective employers must use the platform to submit their business and other legally required information (e.g., name and contact information, work site information, and the minor's proposed primary work site) to LEO.

The transfer of responsibility, along with an accessible online platform, is intended to ease the process for students applying for work permits and relieve the administrative burden for schools.



**High Schools Must Offer Computer Science Course Beginning 2027-2028**

Public Act 206 of 2024, MCL 380.1166c, amends the Revised School Code to require each Michigan public high school to offer at least one computer science course starting with the 2027-2028 school year.

"Computer science" is defined as "the study of computers and algorithmic processes, including, but not limited to, their principles, hardware and software designs, implementation, and impact on society, and is

a study that focuses on teaching students how to create new technologies and not solely the use of technology.”

The course must: (1) meet or exceed standards established by the state board of education; (2) be listed as an option on the school’s course catalog; and (3) be offered in an in-person setting, unless after a good faith effort, the school determines an in-person setting is not feasible, in which case, it may be offered through a virtual or distance-based option.

The law does not establish any new graduation requirements and requires only that schools *offer* the computer science course as an elective.



### Probationary Teacher Non-Renewal Timelines

To avoid an unintended contract extension or acquired tenure status, school officials must follow the applicable timelines and procedures to non-renew a probationary teacher’s contract.

#### *Probationary Period*

Following recent Teachers’ Tenure Act amendments, effective April 2, 2025, to acquire tenure, teachers must: (1) receive an “effective” or “highly effective” evaluation rating on three year-end performance evaluations, including their most recent evaluation; and (2) have completed at least four full school years of employment. If a teacher previously acquired tenure with another Michigan public school district, the probationary period is only two years, unless reduced in duration or waived by the school board to allow immediate tenure.

School officials must accurately compute the probationary period and apply the correct timelines for non-renewal. Different timelines apply depending on a teacher’s hire date or if a lengthy leave of absence or layoff interrupts the probationary period. We recommend that school officials create and regularly monitor a chart that identifies each teacher’s hire date, status as a previously tenured teacher, annual performance evaluation ratings, absences and layoffs, and expected date for acquiring tenure.

#### *Non-Renewal*

The Teachers’ Tenure Act states that “before the end of each school year, the controlling board shall provide the probationary teacher with a definite written statement as to whether or not his or her work has been effective.” The Michigan Supreme Court has established June 30 as the uniform date for the end of the school year for tenure purposes. For a teacher hired after the start of a school year, the teacher’s hire date (known as the “anniversary date”) defines the end of

the probationary period, which is measured in “full school years.”

For a probationary teacher who previously acquired tenure in another Michigan public school district and is on the two-year probationary cycle, the teacher must receive a non-renewal notice at least 60 days before the end of the probationary period (i.e., May 1 or 60 days before the anniversary date). For all other probationary teachers, the teacher must receive the non-renewal notice at least 15 days before the end of the school year (i.e., June 15 or 15 days before the anniversary date). The board must authorize the non-renewal and provide the non-renewal notice to the teacher.

Administrators must allow sufficient time for board action to non-renew a probationary teacher’s contract and to provide written notice to that teacher within these timelines. The common belief that a school board “grants” tenure to a probationary teacher is not accurate. Rather, a probationary teacher automatically acquires tenure by operation of law upon the successful completion of the probationary period, unless the school board timely acts to non-renew the contract.

Although non-renewal is within the board’s discretion, school officials must comply with statutory procedures, timelines, and criteria to successfully non-renew a probationary teacher’s employment. For example, administrators must ensure that the probationary teacher:

- (1) was evaluated in compliance with RSC Section 1249, board policy, and the applicable collective bargaining agreement;
- (2) had an individual development plan in place for each year from the start of the probationary period;
- (3) received a mid-year review (required for the first year of probation, but we recommend all probationary teachers receive a mid-year review); and
- (4) received multiple classroom observations and ample opportunity to improve, consistent with RSC Section 1249 and the Tenure Act.



### Special Education Obligations for Parentally Placed Private School Students

In January 2025, MDE’s Office of Special Education issued [\*Guidance for Timeline of Initial Evaluations for Students who are Parentally Placed in Private Schools\*](#). The guidance provides a summary of a February 2022 Q&A document on the same topic from the U.S. Department of Education Office of Special Education and Rehabilitative Services (OSERS).



In Michigan, private schools include nonpublic and home schools that are registered with and approved by MDE's Nonpublic and Home School Office.

Students with disabilities who attend private schools will generally fall into one of three categories:

- placed by their parents, are not enrolled in public school, and the provision of a free appropriate public education (FAPE) *is not* at issue;
- placed by their parents, are or were previously enrolled in public school, and the provision of FAPE *is* at issue; or
- placed by the public school to ensure FAPE is made available.

MDE's guidance uses the phrase "FAPE is not at issue" to describe situations where there is no dispute between the parent and the school about the student's placement in the private school, and the parent is not seeking financial reimbursement from the school for the private school placement.

The guidance also differentiates the "district of location" and the "resident district." The term "district of location" refers to the district where the private school is located, while "resident district" refers to the district in which a student's custodial parents or guardians reside, as defined by the State School Aid Act. If a student's parents or guardians reside in different districts, either district may enroll the student as a resident, regardless of which parent or guardian has custody. An emancipated student or a student who is 18 or older is a resident of the district in which they reside.

#### *Child Find*

The district of location is obligated to locate, identify, and evaluate all students with disabilities who are enrolled by their parents in private, including parochial, elementary, and secondary schools located within its boundaries.

Under the Individuals with Disabilities Education Act (IDEA), public schools must have policies and procedures to ensure that all children with disabilities are identified, located, and evaluated (Child Find). Child Find policies and procedures must include parentally placed children in private schools, be similar to the Child Find activities for public school students, and be designed to ensure the equitable participation of parentally placed private school children and an accurate count of those children.

#### *Initial Evaluation Requests*

Either a parent or public agency may request an initial evaluation for a child suspected of having a disability. Requests may be submitted to either the district of location or the resident district.

If the initial evaluation request is made orally, the district that received the request must "support the parent" in documenting the request. Failure to acknowledge an oral request for an initial evaluation may be a Child Find violation. Remember to provide parents with information about their procedural safeguards, either upon evaluation request or upon initial referral.

The district that receives the request has 10 days from receipt of the written request to provide written notice of whether it will conduct the evaluation. If the district proposes to conduct the initial evaluation, it must request written parental consent for the evaluation.

#### *Initial Evaluations*

The district that received the initial request may, but is not obligated to, conduct a review of existing evaluation data.

The district conducting the evaluation has 30 school days from receipt of written parental consent to evaluate and determine eligibility. A "school day" means any day students are in school for instruction, including partial days. Do not count district snow days, professional development days, or any other days when student instruction is not provided. The 30-day timeline may be extended by written agreement between the parent and district. Any extension must be measured in school days.

#### *Provision of Initial Services*

If, through the evaluation process, the child is found to have a disability and a need for special education and related services, and the parent or guardian makes clear their intent to keep the child enrolled in their private school, then the resident district is not responsible for the provision of FAPE. If there is any doubt about the parent's intentions, the resident district should proceed with an IEP to provide an offer of FAPE to the student.

The district of location must ensure that each parentally-placed private school child with a disability who has been found through the evaluation process to require special education or related services has a services plan that describes the specific special education or related service(s) the district will offer, if any, pursuant to its proportionate share calculations, including where and when those services will be offered. Parentally-placed private school children do not have a right to FAPE from the district of location.

If the parent chooses to enroll the child in the resident district, rather than return the child to the private school, the enrolling district must develop an IEP and make FAPE available to the student.

IDEA and Michigan requirements for the provision of special education and related services are complex and should be carefully reviewed when addressing parentally-placed private school children who may have disabilities.

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## 2025 ISD Biennial Elections

For intermediate school districts that do not have a popularly elected board of education, the Revised School Code dictates that board membership be determined at an election conducted biennially in odd-numbered years on the first Monday in June – this year, on June 2, 2025. Under this process, an electoral body of designated representatives from constituent districts elects the ISD board. This article describes the biennial election process and significant dates for the 2025 biennial election.

### *Appointing a Representative*

Each constituent district's board must consider the designation of its representative to the ISD electoral body during at least one public meeting before adopting the resolution to appoint its representative. A constituent board must adopt its designation resolution at a meeting no earlier than 21 days before the biennial election date (i.e., May 12, 2025 or later).

The resolution must also identify the candidate(s) that the constituent board supports for each ISD board position to be filled and must direct its representative to vote for the candidate(s) on at least the first ballot. A form designation resolution is available from your Thrun election attorney.

### *Notice to Constituent Boards*

The ISD board secretary must send notice of the date, time, and place of the electoral body's biennial election meeting by certified mail to each constituent board's secretary at least 10 days before the meeting (i.e., no later than May 23, 2025).

### *Candidate Petitions/Filing Fee*

A biennial ISD board candidate may be nominated by filing petitions signed by school electors within the ISD's jurisdiction. County clerks must maintain a supply of petition forms to provide to interested candidates. An ISD candidate may circulate a petition through all constituent school districts, not just within the candidate's constituent district of residence. Once signed, the petitions must be filed with the ISD's election coordinator (the county clerk of the county in which the largest number of the ISD's registered electors reside) at least 30 days before the election.

If the ISD's population is less than 10,000, according to the most recent federal census, a minimum

of six and a maximum of 20 school elector signatures must be obtained. If the ISD's population is 10,000 or more, a minimum of 40 and a maximum of 100 signatures must be obtained. A registered voter within the ISD's jurisdiction may sign as many petitions as there are vacancies to be filled.

As an alternative to the petition process, a candidate may pay a \$100 nonrefundable filing fee to the ISD's election coordinator. If the filing fee is paid by the nominating petition deadline, a nominating petition is not required.

The ISD's election coordinator determines the sufficiency of the nominating petitions and the eligibility of the named candidates.

### *Biennial Election Meeting Requirements*

The ISD's board president and secretary act as the biennial election meeting's chairperson and secretary, respectively. While the ISD's election coordinator must provide ballots for the electoral body's use at the meeting, the election coordinator is otherwise not responsible for conducting the meeting or running the election.

The biennial election meeting must comply with the Open Meetings Act. Consequently, the ISD is responsible for posting required meeting notices. All other standard Open Meetings Act requirements (e.g., providing an opportunity for public comment and the taking of meeting minutes) must also be satisfied.

### *Voting and Nominations*

The ISD's election coordinator is responsible for providing ballots listing the names of all properly nominated candidates for the electoral body's use at the biennial election meeting.

The ISD board president, as the biennial election meeting's chairperson, may take nominations from the floor for an available board seat only if no nominating petitions were filed for that position.

In the event of a tie vote, we strongly recommend that the electoral body perform one or more re-votes to attempt to break the tie. If the tie persists after multiple votes, the electoral body has the discretion to declare a "deadlock." That determination only should be made once the electoral body concludes that additional re-votes would be futile. If a deadlock occurs, a vacancy will result (as of July 1) and the ISD board would need to act to fill that vacancy.

### *ISD Board Members*

Each ISD board member is elected to a six-year term that begins on the July 1 following the election. No more than two ISD board members should be from the same constituent school unless there are fewer constituent schools than there are positions to be filled.

Additionally, not more than three ISD board members may simultaneously serve as a board member of a constituent district or PSA.

*ISD Board Vacancies*

An ISD board vacancy must be filled by a vote of the remaining ISD board members. Within five days after the vacancy occurs, the ISD must file a notice of vacancy with the State Board of Education. If the ISD does not fill a vacancy within 30 days, the State Board of Education must fill the vacancy. Appointed board members serve until the next biennial election, at which point the vacancy will be filled for the balance of the unexpired term through the process described above.

**2025 ISD Biennial Election Schedule**

**Monday, May 5\***: Deadline for candidates to file nominating petitions or \$100 fee (and Affidavit of Identity) for candidacy with ISD’s election coordinator (county clerk).

**Monday, May 12\*\***: Earliest date for constituent board to adopt the resolution to designate the school’s representative to the electoral body and to support its desired candidate(s).

**Friday, May 23**: Deadline for the ISD board secretary to send notice by certified mail to the secretary of each constituent school board of the date, time, and place of the biennial election meeting.

**Monday, June 2**: Electoral body meeting to conduct the election.

\*Note that 30 days before the election date is May 3. Because that date falls on a Saturday, the deadline is Monday, May 5.

\*\*RSC Section 614(2) states: “The board shall consider the resolution at not less than one public meeting before adopting the resolution.” This language suggests a constituent board must hold a public meeting before the meeting at which it adopts the resolution designating its representative. In other words, the process requires two public board meetings.



**2025 Tuesdays with Thrun Webinar Series**

As part of our service to retainer clients, Thrun Law Firm will conduct a series of 1-hour webinars this spring. The *Tuesdays with Thrun* webinar series will be offered at no charge to our retainer clients.

Webinars will be held on the following dates/times and will cover the following topics:

- Tuesday, April 22, 2025
  - 8:30 a.m. – 9:35 a.m.: Employee Accommodations
  - 9:45 a.m. – 10:50 a.m.: Responding to Unlawful Harassment Complaints – Student Edition
  - 11:00 a.m. – 12:00 p.m.: Prevailing Wage Nuts & Bolts
- Tuesday, May 6, 2025
  - 8:30 a.m. – 9:35 a.m.: Hiring and Onboarding Practices
  - 9:45 a.m. – 10:50 a.m.: Schools of Choice
  - 11:00 a.m. – 12:00 p.m.: Construction Delivery Methods: A Guide to Structuring Your Next Project
- Tuesday, May 20, 2025
  - 8:30 a.m. – 9:35 a.m.: Health Insurance Best Practices
  - 9:45 a.m. – 10:50 a.m.: SRO FAQs
  - 11:00 a.m. – 12:00 p.m.: Navigating Everyday Expenditures from the Business Office

A link to register for this webinar series was provided to Thrun retainer clients in a recent [E-Blast](#). Please contact Lucas Savoie ([LSavoie@ThrunLaw.com](mailto:LSavoie@ThrunLaw.com)) with any questions or to receive the registration link. We look forward to seeing you (virtually) at one or more of our webinars!



<b>Date</b>	<b>Organization</b>	<b>Attorney(s)</b>	<b>Topic</b>
March 5, 2025	Thrun Law Firm, P.C.	Michele R. Eaddy Jennifer K. Starlin	Section 504 Webinar
March 6, 2025	MNA Spring Conference	Lisa L. Swem	Bargaining Teacher Contracts: Implications of “Caving” on Just Cause, Placement, and Evaluation
March 6, 2025	MNA Spring Conference	Raymond M. Davis	Stable Fund Balance? Strategies for Bargaining in the Face of Uncertainty
March 7, 2025	MNA Spring Conference	Robert A. Dietzel	Legal Update
March 7, 2025	MNA Spring Conference	Katherine Broaddus	Terrible Contract Language (PA 152, Student Placement, 1st Amendment, Just Cause Standard)
March 11, 2025	Thrun Law Firm, P.C.	Michele R. Eaddy Jennifer K. Starlin	Student Enrollment Webinar
March 13 & 14, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings
March 14, 2025	MSBO	Philip G. Clark	Prevailing Wage
March 18, 2025	Thrun Law Firm, P.C.	Michele R. Eaddy Erin H. Walz Cathleen M. Dooley	“Tackling Spring IEPs” Webinar
March 19, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	2020 Title IX Regulations Comprehensive Training Webinar
March 20, 2025	MASA Region 7	Lisa L. Swem	School Law Update
March 20, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – An Employee Discipline & Nonrenewal Overview
April 22, 2025	Metro Bureau	Thrun Attorneys	Special Education Discipline

Date	Organization	Attorney(s)	Topic
April 22, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	<i>Tuesdays with Thrun Webinars</i> Employee Accommodations (8:30 a.m. – 9:35 a.m.) Responding to Unlawful Harassment Complaints – Student Edition (9:45 a.m. – 10:50 a.m.) Prevailing Wage Nuts & Bolts (11:00 a.m. – 12:00 p.m.)
April 24, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	2020 Title IX Regulations Comprehensive Training Webinar
April 29, 2025	MSBO	Daniel R. Martin Jennifer K. Starlin	Legal Update (8:35 a.m. – 9:20 a.m.)
April 29, 2025	MSBO	Ryan J. Nicholson	A Year in the Life of a School Business Official: From Budget Hearings to Election Deadlines (8:45 a.m. – 9:45 a.m.)
April 29, 2025	MSBO	Christopher J. Iamarino	Bonding/Borrowing/Investing (1:15 p.m. – 4:30 p.m.)
April 29, 2025	MSBO	Timothy T. Gardner, Jr.	Current Trends from the Bargaining Table (2:15 p.m. – 3:00 p.m.)
April 29, 2025	MSBO	Ryan J. Nicholson Kelly S. Bowman	Legal Aspects of AI in Technology (2:30 p.m. – 3:15 p.m.)
April 29, 2025	MSBO	Fredric G. Heidemann	Investing and Arbitrage (2:35 p.m. – 3:05 p.m.)
April 30, 2025	MSBO	Ryan J. Nicholson	Dealing with Boosters and Activity Funds in Your District (9:20 a.m. – 10:20 a.m.)
April 30, 2025	MSBO	Daniel R. Martin Erin H. Walz	Legal Update (9:20 a.m. – 10:20 a.m.)
April 30, 2025	MSBO	MaryJo D. Banasik	Employee Evaluations: The Who and the What! (9:20 a.m. – 10:20 a.m.)
April 30, 2025	MSBO	Katherine Broaddus	Breaking Up is Hard to Do (9:20 a.m. – 10:20 a.m.)

Date	Organization	Attorney(s)	Topic
April 30, 2025	MSBO	Kirk C. Herald Mackenzie D. Flynn	Competitive Bidding 101 (9:20 a.m. – 10:20 a.m.)
April 30, 2025	MSBO	Ryan J. Nicholson	Technology Policies (10:20 a.m. – 12:20 p.m.)
April 30, 2025	MSBO	Ian F. Koffler Mackenzie D. Flynn	Bond Issuance 101 (10:40 a.m. – 11:40 a.m.)
May 1, 2025	MSBO	Philip G. Clark	Clarifying Widespread Misunderstandings in School Construction (8:20 a.m. – 9:20 a.m.)
May 1, 2025	MSBO	Michael D. Gresens	Getting to Know the L-4029: Setting Millage and Renewing Millage (8:20 a.m. – 9:20 a.m.)
May 1, 2025	MSBO	Ian F. Koffler	Bond Financing: Best Practices for Districts (8:20 a.m. – 9:20 a.m.)
May 1, 2025	MSBO	Raymond M. Davis	Collective Bargaining: Innovations and Advanced Strategies (8:20 a.m. – 9:20 a.m.)
May 1, 2025	MSBO	Robert A. Dietzel Piotr M. Matusiak	Pupil Accounting Update on Rules and Regulations (8:20 a.m. – 9:20 a.m.)
May 1, 2025	MSBO	Ryan J. Murray	What is the “Employment File” Anyway? (9:40 a.m. – 10:40 a.m.)
May 1, 2025	MSBO	Cathleen M. Dooley	FMLA and ADA Overlap (1:15 p.m. – 1:45 p.m.)
May 1, 2025	MSBO	Piotr M. Matusiak	ESTA Basics for Payroll (1:15 p.m. – 1:45 p.m.)
May 1, 2025	MSBO	Daniel R. Martin	Human Resources Investigations (2:00 p.m. – 2:30 p.m.)



Date	Organization	Attorney(s)	Topic
May 6, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	<i>Tuesdays with Thrun Webinars</i> Hiring and Onboarding Practices (8:30 a.m. – 9:35 a.m.) Schools of Choice (9:45 a.m. – 10:50 a.m.) Construction Delivery Methods: A Guide to Structuring Your Next Project (11:00 a.m. – 12:00 p.m.)
May 8, 2025	MASA Region 6	Lisa L. Swem	School Law Update
May 15, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Vital Labor Issues Review: Employee Speech, Wage & Hour, Personnel Files, Background Checks, Incompatibility of Public Offices, and More!
May 20, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	<i>Tuesdays with Thrun Webinars</i> Health Insurance Best Practices (8:30 a.m. – 9:35 a.m.) SRO FAQs (9:45 a.m. – 10:50 a.m.) Navigating Everyday Expenditures from the Business Office (11:00 a.m. – 12:00 p.m.)
May 28, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	2020 Title IX Regulations Comprehensive Training Webinar
June 12 & 13, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings
August 14, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Leave Rundown: FMLA, ADA, & Contractual Leaves
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