



## May 13, 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, May 13, 2025 05:00 PM

- 1. Call To Order - President Diane Hockett**
- 2. Roll Call - TJ Greggs, Administrative Assistant to the Superintendent**
- 3. Approval of the Agenda**  
[May 13, 2025 Agenda Memo \(p. 3\)](#)
- 4. Communications**
- 5. Public Participation**
- 6. Presentation**  
[Tenure Memo to Board 05.13.25 \(p. 7\)](#)
- 7. Equity, Inclusion, and Social Justice Dialogue**
- 8. Consent Agenda**

**A. Approval: Minutes**

[4-22-25 Minutes \(p. 8\)](#)

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

**119-24-25 Employment Recommendations**

[New Hire\\_E. Rogers \(p. 14\)](#)

**120-24-25 Reclassification Requests**

[Position Change\\_E. Alpert \(p. 20\)](#)

**121-24-25 New Position Request**

[New Position\\_Assistant Director, Community & School Partnerships \(p. 26\)](#)

[New Position\\_CTE Drone-Aviation Instructor \(p. 30\)](#)

[New Position\\_Technical Assistant\\_Desktop \(p. 36\)](#)

[New Position\\_Transitions Manager \(p. 41\)](#)

**122-24-25 Staff Resignations**

[Resignation\\_M. Eddy \(p. 46\)](#)

[Resignation\\_T. Prieskorn \(p. 48\)](#)

**123-24-25 Kriseles Contract Amendment**

[Kriseles Contract Amendment Memo \(p. 50\)](#)

[Kriseles 24-25 Contract Amendment \(p. 51\)](#)

**124-24-25 Bosch Community Fund Grant**

[Bosch Grant Board Memo \(p. 52\)](#)

[Washtenaw ISD- MI STEM Grant Agreement \(p. 53\)](#)

**125-24-25 Washtenaw County Opioid Settlement Request for Proposals (RFP)**

[BOE Letterhead \\_Opioid\\_Settlement\\_Board\\_Memo \(p. 59\)](#)

**9. New Business**

**A. Local 3760 AFT Michigan, Unit III Tentative Agreement (2024-2027 Contract):**

[Unit III 2024-2027 - Memo to Board for Approval 05.05.2025 \(p. 60\)](#)

[Unit III CBA - 2024- 2027 - TENTATIVE AGREEMENT 2025.04.14 No Comments \(p. 61\)](#)

**B. Court Involved Youth Education Program Contract**

[Board - CIY Ed Contract Memo \(p. 105\)](#)

[Board - CIY Ed Contract \(p. 106\)](#)

[Childrens Services Annual Report 2024 \(p. 118\)](#)

[Wolfpack Newsletter 1 2025 \(p. 126\)](#)

**C. Windstream Contract July 2024 - June 2029:**

[Windstream Renewal 2025 Board Memo \(p. 133\)](#)

[Windstream Enterprise Holdings, LLC 2024-2029 Contract\\_Redacted \(p. 134\)](#)

**10. Other Items of Business**

**11. Board of Education Reports**

**12. Administrative Reports**

**A. Superintendent's Report**

**B. Retainer Newsletter**

[Thrun\\_Law\\_Firm\\_April\\_2025\\_School\\_Law\\_Notes\\_0 \(p. 150\)](#)

**13. Adjournment**



**MEMORANDUM**

**TO:** Board of Education

**FROM:** Naomi Norman, Superintendent

**DATE:** May 2, 2025

**RE:** Regular Meeting May 13, 2025

**Agenda Item 3:** **Approval of the Agenda:** President Diane Hockett 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.** **Recognition for Acquiring Continuing Tenure:** Please see the memo from HR Supervisor Becky Mullins which lists the individuals who have obtained tenure or continuing tenure during the 2024-2025 school year.

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

**Agenda Item 8:** **Consent Agenda**

**A.** **Approval: Minutes:** Approval of the minutes of the April 22, 2025, regular and closed meetings.

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

The Superintendent recommends the Board accept the following employment recommendations:

**119-24-25** **Employment Recommendations:** Please see the employment recommendations for: Erica Rogers as a Teaching Assistant. If approved by the Board Erica Rogers' salary will be \$28,704, step 2. All other fringe benefits are set forth in the Unit I contract.

The Superintendent recommends the Board accept the following reclassification:

**120-24-25** **Reclassification Requests:** Please see the reclassification request for:

Elizabeth Alpert, current position: Youth Transitions Manager, 1.0 FTE, 2310 workdays, Salary: \$78,103, Non-Affiliated. Recommended position: Transitions Manager, 1.0 FTE, 210 workdays, Salary: \$78,103, Non-Affiliated.

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

**121-24-25     New Position Request:** Please see the new position requests for:

Career Technical Education (CTE) Drone/Aviation Instructor, 1.0 FTE, 205 Workdays/year, Worksite: Teaching & Learning Center, Unit II.

Assistant Director of Community & School Partnerships, 1.0 FTE, 230 Workdays/year, Worksite: Teaching & Learning Center, Non-Affiliated.

Tech Assistant - Desktop Support, 1.0 FTE, 230 Workdays/year, Worksite: Teaching & Learning Center, Non-Affiliated.

Transitions Manager, 1.0 FTE, 210 Workdays/year, Worksite: Teaching & Learning Center, Non-Affiliated.

The Superintendent recommends the Board approve the following staff resignations:

**122-24-25     Staff Resignations:** Please see the staff resignations for:

Mary Eddy, effective August 31, 2025. Mary has been employed with the WISD since May 14, 2024, as a Flex Teacher in our Local Based programs.

Tara Prieskorn, effective May 29, 2025. Tara has been employed with the WISD since July 22, 2022, as a Teacher at High Point School.

**123-24-25     Kriseles Contract Amendment:** Please see the memo from Superintendent Naomi Norman. The original contract of \$124,000.00, signed on July 1, 2024, provided a culture survey with Washtenaw ISD staff, work with our cabinet team to analyze the data, and then co-design an approach to addressing specific issues identified in the data. The amended contract of \$5,700.00 will cover a previous invoice that was meant to be paid in a separate contract. This contract will run from July 1, 2024– June 30, 2025. The cost of this contract will be paid out of the EISJ employee training and professional & technical services accounts. The new contract total is \$129,700.00.

The Superintendent recommends the Board of Education authorize the administration to amend the contract with Krisel`es Inc for an additional \$5,700.00, for a total not to exceed \$129,700.00, as presented.

**124-24-25     Bosch Community Fund Grant:** Please see the memo from MiSTEM Region 2 Director D. Scott Heister. This project is building on current MiSTEM Region 2 work, as well as previous Bosch Grant activities. This grant will be bringing more intentionality to directly engaging educators in immersive professional learning that is connected to building a Network Improvement Community to support the educators as they are developing new practices and skills around student-driven 3P (Project-, Problem-, and Place-Based) learning. This grant will support MiSTEM Region 2 in training up to 15 teacher-leaders in the development of the Thriving Teacher Network Program and its associated costs. This grant will run for a period of 12 months beginning April 30, 2025 – April 30, 2026.

The Superintendent recommends the Board of Education authorize the administration to accept the Bosch Community Grant from Robert Bosch, LLC in the amount of \$33,750.00, as presented.

**125-24-25     Washtenaw County Opioid Settlement Request for Proposals (RFP):** Please see the memo from Mental Health Clinical Supervisor DarNesha Green. Washtenaw County invites organizations, community groups, and coalitions to apply for funding to support the development, implementation, enhancement, sustainability, or expansion of programs that address opioid use prevention, harm reduction, treatment, and recovery. This includes programs focused on opioid use, opioid use disorder (OUD), polysubstance use, co-occurring mental health and substance use disorders (SUD), and the safety and wellness of people who use drugs (PWUD). A total of \$2,250,000 will be awarded to selected applicants that focus on prevention and education, harm reduction, treatment, recovery, and improving system functioning. The initial grant period is from October 1, 2025, to September 30, 2028, and proposals are due by May 30, 2025.

The Superintendent recommends the Board of Education authorize the administration to apply for grant funding from the Washtenaw County Opioid Settlement, 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.     Local 3760 AFT Michigan, Unit III Tentative Agreement (2024-2027 Contract):** Please see the memo from Associate Superintendent Brian Marcel. Unit III (Facilities Maintenance and Custodial staff) and the Administration have been bargaining with Unit III since just before the expiration of their collective bargaining agreement (CBA) in June 2024. We have arrived at a tentative agreement with Unit III, and the Unit III membership have voted and approved the tentative agreement. There are additional provisions we are currently bargaining with all three of the AFT bargaining groups. We have a Letter of Agreement with Unit III to incorporate those modifications into this agreement once the bargaining is complete.

**Recommendation: Motion that the Board of Education approve the 2024-2027 Unit III Tentative Agreement, as presented. (Roll Call Vote)**

**B.     Court Involved Youth Education Program Contract:** Please see the memo from School & Interagency Transition Supervisor Jenna Blair. Under the proposed contract, WISD will provide certified teaching staff and ancillary support for students residing in the Washtenaw County Youth Center, as well as technology support to enhance student learning. Instructional staff will also be provided for students attending the Washtenaw Youth Career Academy. The contract includes educational leadership to guide program implementation and continuous improvement, along with interagency transition support to assist students in successfully reentering school, the workforce, or community programs upon release. This contract will run from July 1, 2025– June 30, 2028, with two additional one-year extensions for the 2028–2029 and 2029–2030 school years.

**Recommendation: Motion that the Board of Education approve the contract renewal between WISD and Washtenaw County Children's Services to continue the provision of educational services at the Washtenaw County Youth Center, as presented. (Roll Call Vote)**

**C. Windstream Contract July 2024 - June 2029:** Please see the memo from Chief Information Officer Matthew Cook. The proposed renewal will reinstate formal terms for the maintenance, repair, and relocation of the County's fiber infrastructure, closely aligning with the conditions set forth in the original 1999 contract. The new agreement will take effect on July 1, 2024, and will remain in force through June 30, 2029. Under the contract, Windstream will charge an annual maintenance fee of \$350 per route mile, paid annually, in advance, with a 2% escalation in cost each January. The total amount for the scheduled maintenance in the contract is \$242,332.79.

**Recommendation: Motion that the Board of Education authorize administration to approve the contract with Windstream Enterprise Holdings, LLC for the cost of \$350 per route mile with a 2% escalation in cost each January, for the total amount of \$242,332.79 , 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 Naomi Norman will address the Board.

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

**Agenda Item 13: Adjournment**



**DATE:** May 13, 2025

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

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

**RE:** Tenure Recognition

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The following individuals obtained tenure or continuing tenure during the 2024-25 school year and ask the Board to recognize this achievement.

**Tenure:**

- Zoe Calderon – Teacher Consultant, August 25, 2024
- Teresa Redding – Teacher Consultant, August 25, 2024
- Frazier Townsend – Court Involved Youth Teacher, August 28, 2024
- Daryl Shackelford – Teacher Consultant, November 13, 2024

**Continuing Tenure:**

- Denise Palmeri – Early Intervention Teacher, August 23, 2024
- Deana Pena – High Point Teacher, October 2, 2024
- Kristin Vespa – Flex Teacher, February 20, 2025



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

**Tuesday, April 22, 2025**

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, April 22, 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 5:00 PM by President Diane Hockett.

**ATTENDANCE**

**The following members were present:**

Diane Hockett, President  
Mary Jane Tramontin, Vice President  
Sarena Shivers, Treasurer

**The following member was absent:**

Steve Olsen, Secretary

**Quorum was met.**

**Also present:**

Naomi Norman, Superintendent  
Cherie Vannatter, Deputy Superintendent  
Brian Marcel, Associate Superintendent  
Tanner Rowe, Director of Operations  
Ashley Kryscynski, Director of Communications and Public Relations  
Alicia Kruk, Assistant Director of Preschool and Family Services  
Michelle Pogliano, Assistant Director of Early Intervention Services  
Bethany Whidden, Director of Student Services of Miami County (AESAs Executive in Residence)  
TJ Greggs, Administrative Assistant to the Superintendent  
Dorcas Musili, Trustee (Virtual)

**APPROVAL OF THE AGENDA**

**Sarena Shivers moved, Mary Jane Tramontin seconded, to approve the agenda, as presented.**

**Ayes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers**

**Nays: None.**

**Motion carried.**

**COMMUNICATIONS:** There were no communications.

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

**FINANCIAL REPORTS:** Associate Superintendent Brian Marcel reviewed the financial reports for March 2025 and Assistant Director of Preschool and Family Services Alicia Kruk reviewed the Head Start financial reports for April 2025.

**Mary Jane Tromontin moved, Sarena Shivers seconded, that the Board of Education approve the April 2025 Head Start financial report, as presented.**

**Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers**

**Voting no: None.**

**Motion carried.**

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

- Superintendent Naomi Norman shared the Proclamation of Honor of DeShawn Leeth from the Nicole Brown, mayor of the City of Ypsilanti.

**CONSENT AGENDA**

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

**Ayes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers**

**Nays: None.**

**Motion carried.**

**Approval of Minutes**

The Board approved the minutes of the April 8, 2025, regular meeting.

**108-24-25**

The Board approved the following reclassification requests:

- Jeffery Brown, Teaching Assistant, 1.0 FTE, 185 workdays, Unit I to Teacher, 1.0 FTE, 185 workdays, Unit II.

**109-24-25**

The Board approved the following new position requests:

- MISTEM Advisory Council Administrator, 1.0 FTE, 230 workdays, Worksite: TLC, Non-Affiliated bargaining.

**110-24-25**

The Board approved the following staff resignations:

- Jenna Heinrich, effective April 21, 2025

**111-24-25**

The Board approved the following staff retirements:

- Mary DiFranco, effective June 7, 2025

**112-24-25**

The Board approved the following staff terminations:

- Nicole Grode, effective April 4, 2025

**113-24-25**

The Board accepted the following layoff notifications:

- Julie Liskiewicz, effective June 11, 2025
- Melissa Grisham, effective April 25, 2025
- Sarah Roth, effective June 6, 2025
- Takeshia Banks, effective June 6, 2025

**114-24-25**

The Board approved the Washtenaw County 2025-2030 Common Calendar, as presented.

**115-24-25**

The Board approved the administration to contract with 7 Cylinders for an additional \$42,000, for a total not to exceed \$50,500, as presented.

**116-24-25**

The Board authorized administration to approve a contract with Emdin Support Services for an additional \$27,500, for a total amount of \$120,000, as presented.

**117-24-25**

The Board authorized administration to approve a contract with Laurel Manor Banquet and Conference Center for an additional \$16,123, for a total amount not to exceed \$89,723.36, as presented.

**118-24-25**

The Board authorized administration to approve a contract amendment with Care Solace decreasing the total cost from \$182,090 to \$79,004, as presented.

**NEW BUSINESS – FY26 Supplemental Nutrition Assistance Program Education (SNAP-Ed) Funding –**

Superintendent Naomi Norman shared details of the Supplemental Nutrition Assistance Program grant that Regional School Health Coordinator Danielle Dros wants to apply for.

**Mary Jane Tramontin moved, Mary Jane Tramontin seconded, that the Board of Education approve the FY26 SNAP-Ed grant application in the amount of \$360,746, as presented.**

**Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers**

**Voting no: None.**

**Motion carried.**

**NEW BUSINESS – Grant Title: PreK-12 Strategic Investments in STEM Career Exposure - 2025 –**

Superintendent Naomi Norman shared details of the Grant Title: PreK-12 Strategic Investments in STEM Career Exposure that Career Technical Education Director Dr. Ryan Rowe wants to apply for.



Sarena Shivers moved, Mary Jane Tramontin seconded, that the Board of Education approve the application for the PreK-12 Strategic Investments in STEM Career Exposure grant in the amount of \$500,000, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers

Voting no: None.

Motion carried.

**NEW BUSINESS – Strong Beginnings Three-Year-Old Preschool Pilot Program Grant** – Assistant Director of Preschool and Family Services Alicia Kruk discussed how the Strong Beginnings Grant will be utilized with the Board.

Mary Jane Tramontin moved, Sarena Shivers seconded, that the Board of Education approve the application for the Strong Beginnings Three-Year-Old Preschool Pilot Program for the amount of \$209,000, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers

Voting no: None.

Motion carried.

**NEW BUSINESS – Updated Head Start/GSRP Policies** – Superintendent Naomi Norman shared the updates to the Head Start and Early Head Start policies with the Board.

Sarena Shivers moved, Mary Jane Tramontin seconded, that the Board of Education approve the updated Head Start and Early Head Start Policies:

- Child Mental Health & Social and Emotional Well-Being Services
- Dental Hygiene
- Diapering & Toileting
- First Aid Kit
- Health & Safety Walk Through
- Lead Screening Requirements
- Mandated Reporting Requirements
- Medication Administration
- Participant Health Summary
- Refusal of Health Screenings
- Safety Practices
- Screening Requirements & Tracking
- Universal Precautions
- Vision & Hearing Screening Requirements

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers

Voting no: None.

Motion carried.

**NEW BUSINESS – Strong Beginnings Three-Year-Old Preschool Pilot Program Grant** – Superintendent Norman acknowledged the recommendation for probationary teachers that was included in the packet for the Board of Education to review.

**NEW BUSINESS – Intent to Apply for Grant – Language Equality and Acquisition for Deaf Kids (LEAD-K)–**  
Assistant Director of Early Intervention Michelle Pogliano discussed the purpose of the LEAD-K grant and how it will be utilized.

Mary Jane Tramontin moved, Sarena Shivers seconded, that the Board of Education approve the application for the Language Equality and Acquisition for Deaf Kids grant, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers

Voting no: None.

Motion carried.

**NEW BUSINESS – Authorization of Closed Session**

Mary Jane Tramontin moved, Sarena Shivers seconded, that the Board of Education convene in closed session under Section 8(1)(h) of the Open Meetings Act to consider letters from Washtenaw ISD attorneys, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers

Voting no: None.

Motion carried.

**RECESS**

The Board went into recess for Closed Session at 5:34 PM session under Section 8(1)(h) of the Open Meetings Act to consider letters from Washtenaw ISD attorneys.

**RECONVENE**

The board reconvened at 6:18 PM to continue open session.

**OTHER ITEMS OF BUSINESS – Settlement Agreement and Mutual Release:** In the matter of Construction Dispute Related to High Point School's window assemblies, the Board has reached its determination in supporting the superintendent's decision to approve the settlement agreement.

Sarena Shivers moved, Mary Jane Tramontin seconded, that the Board of Education approve the Settlement Agreement and Mutual Release in relation to the construction dispute with Curtis Glass, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers

Voting no: None.

Motion carried.

**OTHER ITEMS OF BUSINESS – State Complaint 25-0041:** In the matter of State Complaint #25-0041, the Board has reached its determination in supporting the superintendent's decision to move forward with necessary legal counsel.

Mary Jane Tramontin moved, Sarena Shivers seconded, that the Board of Education authorize legal counsel and necessary steps to appeal MDE's decision in state complaint #25-0041, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Sarena Shivers

Voting no: None.

Motion carried.

**BOARD OF EDUCATION REPORTS:** There were no Board of Education reports.

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

- Director of Communications and Public Relations Ashley Kryscynski presented the results of the county CTE millage poll.
- Superintendent Naomi Norman introduced Director of Student Services of Miami County Bethany Whidden to the Board, explained the AESA Executive in Residence Program, and shared the activities from the week.
- Superintendent Naomi Norman discussed the option of reapplying for accreditation with the Board.

**ADJOURNMENT.**

The meeting was adjourned at 6:26 PM

Respectfully submitted,

Steve Olsen, Secretary  
Washtenaw ISD Board of Education

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Jennifer Parrelly, High Point Principal

DATE: March 9, 2025

SUBJECT: New Hire Memo- ASD TA

I would like to recommend Erica Rogers for employment as a Teaching Assistant in the ASD Program at High Point. Erica received a B.A. in Psychology from the University of Michigan. Erin was previously employed as a Shift Supervisor at Bitty and Beau's Coffee. If approved by the Board, Erica's salary will be \$28,704, step 2. All other fringe benefits are set forth in the unit 1 contract.

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

# Washtenaw Intermediate School District Online Application

Rogers, Erica

Date Submitted: 2/9/2025

## Personal Data

**Name:** Erica J Rogers  
(First) (Middle Initial) (Last)  
Other name(s) under which transcripts, certificates, and former applications may be listed:

**Other:** Erica J Wickstrom  
(First) (Middle Initial) (Last)

**Email Address:**

## Postal Address

### Permanent Address

Number & Street:  
Apt. Number:  
City:  
State/Province:  
Zip/Postal Code:  
Country:  
Daytime Phone:  
Home/Cell Phone:

### Present Address

Number & Street:  
Apt. Number:  
City:  
State/Province:  
Zip/Postal Code:  
Country:  
Phone Number:

## Employment Desired

### Open Vacancy Desired:

JobID: 1432 **Student Support Services:** Teaching Assistant - Autism Spectrum Disorder Program (7 Positions) at High Point School

**Date Last Submitted**  
2/9/2025

**Experience in Similar Positions**  
years

### Closed Vacancy Desired:

JobID: 1466 **Student Support Services:** Teaching Assistant - Elementary SXI - 205 Days at High Point School

**Date Last Submitted**  
2/9/2025

**Experience in Similar Positions**  
years

## JobID 1432 Questions

- \* Do you have a High School Diploma or equivalent?
- \* Do you have Non-Violent Crisis Intervention Trainer Certification?

Yes  
No

## JobID 1466 Questions

- \* Do you have a High School Diploma or equivalent ?

Yes

## Equal Opportunity Employer

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, sex, age, color, national origin, religion or handicap 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 Intermediate School District Online Application

Rogers, Erica

Date Submitted: 2/9/2025

## Legal Information

Please note: Applicants are not obligated to disclose sealed or expunged records of conviction or arrest.

Are you eligible to work in the United States?

Have you ever been convicted of a criminal offense other than a minor traffic violation?

If yes, explain,  
giving dates:

Have you ever had any indicated finding of child abuse filed in your name?

If yes, explain, giving dates:

Does your name appear on any Sex Offender Database in any state or country?

## Applicant's Acknowledgement and Agreement.

By agreeing online, candidate authorizes the school district to conduct an investigation of candidate pursuant to The School Code to determine whether candidate has been convicted of any criminal or drug offenses as set forth in such statute, and, upon request, agrees to execute an investigation authorization form as a condition for candidate's employment. The School Code also stipulates that the School District perform a check on the Statewide Sex Offender Database. Candidate may not be employed unless such investigations have been initiated.

I certify that the information given by me in this application is true in all respects, and I agree that if the information given is found to be false in any way, it shall be considered sufficient cause for denial of employment or discharge. I authorize the use of any information in the application to verify my statement, and I authorize past employers, all references and any other person to answer all questions asked concerning my ability, character, reputation, and previous employment record. I release all such persons from any liability or damages on account of having furnished such information.

Erica J Rogers  
(agreed online)

## Experience

Please list ALL relevant work experience  
beginning with the most recent.

Current or Most Recent Position		Employer Contact Information		Supervisor/Reference Contact Information	
Bitty and Beau's Coffee Shift Supervisor					
Date From - Date To:	08/2023 - 09/2024	Full or Part Time:		Last Annual Salary:	
Reason for Leaving:	Change in management				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
ABA Pathways Behavior Technician		100 North Staebler Rd. Suite B Ann Arbor, MI 48130			
Date From - Date To:	04/2013 - 07/2014	Full or Part Time:		Last Annual Salary:	
Reason for Leaving:	Became a stay at home mother				

# Washtenaw Intermediate School District Online Application

Rogers, Erica

Date Submitted: 2/9/2025

## Education

Please tell us about your educational background beginning with the most recent.

**High School Attended:** Utica High School

**Graduation Status:** H.S. Diploma

## Colleges, Universities and Technical Schools Attended:

Name and location	Major area of study and number of semester hours	Minor area of study and number of semester hours	Degree	Date Conferred or Expected
University of Michigan	Psychology Hrs:	Hrs:	B.A.	04/2008

**Number of graduate hours beyond your highest degree:** **Grad Program Of Study**

**List honors, awards or distinctions you have earned:**

## Highly Qualified Status (TA)

All Teaching Assistants are required to be "Highly Qualified". Check the one (1) option you have completed that demonstrates you are a "Highly Qualified Teaching Assistant" (Upload Transcripts):

## Language Skills

Do you know any language other than English? Yes

**Language(s):** Spanish and Swedish

**Oral Level:** Polite

**Written Level:** Literate

## Professional References

	Reference 1 of 3	Reference 2 of 3
<b>Name:</b>		
<b>School/Org:</b>		
<b>Current Position:</b>		
<b>Home Phone:</b>		
<b>Cell Phone:</b>		
<b>Work Phone:</b>		
<b>Mailing Address:</b>		
<b>Email:</b>		
<b>Relationship to Candidate:</b>		
<b>Years Known:</b>		

# Washtenaw Intermediate School District Online Application

Rogers, Erica

Date Submitted: 2/9/2025

## Professional References cont.

	<b>Reference 3 of 3</b>	
<b>Name:</b>		
<b>School/Org:</b>		
<b>Current Position:</b>		
<b>Home Phone:</b>		
<b>Cell Phone:</b>		
<b>Work Phone:</b>		
<b>Mailing Address:</b>		
<b>Email:</b>		
<b>Relationship to Candidate:</b>		
<b>Years Known:</b>		

## Referrals

How did you hear about employment with us?

No method given.

## Legal Information

\* **EMPLOYMENT, OTHER THAN TEMPORARY, IS CONTINGENT** upon successfully completing a post-offer, pre-hire physical examination and screening for illegal substances, at WISD expense.

I here by certify that the facts set forth in the above employment application are true and complete to the best of my knowledge. I understand that, if employed, falsified statements on the application shall be considered sufficient cause for dismissal. I here by permit Washtenaw Intermediate School District to obtain any information from previous employers or others without written notice to me and without liability arising therefrom. I also understand that I shall not become an employee until I have met employment eligibility as required by Immigration and Naturalization Service Form I-9.

\* **ADVISORY:** In accordance with Public Act 96 of the Public Acts of 1995, it is a criminal misdemeanor to use a suspended, surrendered, revoked, nullified, fraudulently obtained, altered or forged teaching certificate, school administrator certificate, other State Board of Education approval, or a certificate or approval of another person for the purpose of obtaining employment.

Pursuant to Public Act 68 of 1993 and public Act 83 of 1995, I, Erica Rogers, represent that (select one):

Erica Rogers



# Washtenaw Intermediate School District Online Application

Rogers, Erica

Date Submitted: 2/9/2025

## Legal Information continued

I understand and agree that pursuant to Public Act 68 of 1993 and Public Act 83 of 1995:

- 1) the Board of Education of the Washtenaw Intermediate School District must request a criminal history check on me from the Central Records Division of the Michigan Department of State Police and the Federal Bureau of Investigation (FBI);
- 2) until that report is received and reviewed by the school district, I am regarded as a conditional employee; and
- 3) if the report received from the Michigan Department of State Police or the FBI is not the same as my representation(s) above respecting either the absence of any conviction(s) or any crimes of which I have been convicted, my employment contract is voidable at the option of the school district.

**The cost of a Criminal Background Check for the State of Michigan and FBI is \$69 at Washtenaw ISD.**

Fingerprint results on file at another Michigan School District

-

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"

Elizabeth Alpert

Department

Community & School Partnership

Current Account 1

11.1212.1160.998.3310.00000.0000

Current Account 1 Split

50

Current Account 2

11.1211.1160.000.0000.00000.0000

Current Account 2 Split

25

Current Account 3

22.1211.1160.000.0000.00000.0000

Current Account 3 Split

25

Current Account 4

Supervisor

Jenna Blair

Current Position Title

Youth Transitions Manager

Recommended Position Title

Tranitions Manager

Current Position Number

51.00.211.01

Recommended Position Number

51.00.211.01

Current Bargaining Unit

Non-Affiliated

Recommended Bargaining Unit

Non-Affiliated

Current Account 4 Split

Recommended Account 1

11.1212.1160.998.3310.00000.0000

Recommended Account 1 Split

87

Recommended Account 2

11.1212.1220.000.9895.00000.0000

Recommended Account 2 Split

13

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

78,103

Recommended Pay Rate/ Salary Level

78,103

Current FTE

1.0

Recommended FTE

1.0

Current Number of Work Days

210

Recommended Number of Work Days

210

Should the Current Position Remain?

- ☒ Remain
- ☐ Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

TLC

Recommended Location

Worksite/Desk Location

CH/Jail

Rational for Position Change

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

Liz's current position is being turned into two positions. This position, as a full-time transitions Manager on the Correctional Education Team fulfills the increased need for and expansion of correctional transitions services.

Effective Date

Date new duties were assigned or changes made

05/01/2025

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

Department Head Comments

Department Head

*Holly Heaviland*04/04/2025

Finance Approval

- ☒ Approve
- ☐ Adjust, See Comments

Finance Comments

Finance

*SAP*04/24/2025

Human Resources Approval

- ☒ Approve
- ☐ Adjust, See Comments

Human Resources Comments

Approved at HR Meeting on 4/17/25.

Human Resources / Executive Admin Review

*CD Harmon-Higgins*04/17/2025

Superintendent Comments

Elizabeth Alpert – Youth Transitions Manager – changing to Transitions Manager – 1.0 Transition Manager with new number – 51.00.212.01 New Position Change to Attendance position will be Elizabeth Alpert's old position number – 51.00.211.01

Superintendent

*Naomi Norman*05/01/2025

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
JOB DESCRIPTION**

**Job Title:** Transitions Manager  
**Department:** Community and School Partnerships  
**Work Location:** Washtenaw County Jail  
**Reports to:** Executive Director, Community & School Partnerships  
and Interagency Transition Supervisor  
**FLSA Status:** Non-Exempt  
**Funded By:** General Fund, Special Education  
**Prepared By:** Sarah Hierman; Grants & Special Projects Coordinator  
Jenna Blair; School and Interagency Transition Supervisor  
**Prepared Date:** April 4, 2025  
**Approved By:** Cassandra Harmon-Higgins, Esq.  
Executive Director, Human Resources and Legal Services  
**Approved Date:**

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

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

**SUMMARY:**

The role and responsibilities of the Transitions Manager encompass assessment of individual student needs upon entry, and collaboration with the student, Youth Center and Jail team, instructional team, resident school district, and parents/guardians to develop a learning and support services plan that will result in maximum goal achievement and successful transition to next instructional setting. Additionally, this role will support the correctional education setting procedures and protocols. A qualified candidate must be able to receive District and Washtenaw County jail clearance.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Demonstrates a strong commitment to social justice, equity, and inclusion in all practices and position responsibilities.
- Supports the WISD vision and mission to enhance achievement for all students.
- Demonstrates the ability to examine the impact of educational inequities in student achievement outcomes as it aligns with race, ethnicity, and socio-economic status.
- Manages confidential information and demonstrates understanding of the unintended consequences of mismanagement of information/data, including racism, and preventing equitable student outcomes.
- Demonstrates ability to document all meetings and maintain case notes and files accurately and efficiently.
- Conducts intake evaluations by reviewing academic records and consulting with appropriate parties to determine, schedule, and administer appropriate placement testing (CASAS).
- Manages state data tracking and enrollment system (MAERS).
- Attends MAERS Region 9 meetings.
- Facilitates and participates in student orientation meetings.
- Provides on-site supervision of identified post-secondary contacts to provide information and support to students for post-release enrollment (EMU AmeriCorps Navigators and Interns, WCC Advisor).
- Works with community partners (MRS, MiWorks, WCC, EMU, etc.) to plan and facilitate student workshops to provide information support.

- Collaborates with community partners to connect students with resources and referrals (CMH, housing, Dawn Farm, OT/LAITR, etc).
- Represents the Jail Education Team at the WCSO Re-Entry meetings and provides follow-ups as needed.
- Participates in IEP meetings as appropriate.
- Conducts follow-up with students post-release to support re-entry as appropriate.
- Utilizes harm reduction strategies and principles effectively when working with youth and families.
- Establishes and maintains a communication system with the Youth Center and Jail in order to identify eligible program participants in a timely manner.
- Meets with students as soon as possible to introduce self, seek information, and initiate positive relationships to begin collaborative goal setting and planning process.
- Conducts intake evaluations by reviewing academic records and consulting with appropriate parties to determine appropriate placement testing.
- Researches best practices on student experiences with school and impact on relationship with education; applying appropriate measures needed to restore relationship.
- Serves as liaison between all involved parties (Jail, school, court, program team, parents/guardians) and youth to ensure appropriate information is shared in order to support students.
- Models and supports a team-based approach to planning and problem solving.
- Participates in meetings, in-service activities, staff development/special programs and planning committees as appropriate to the assignment.
- Works with students, families, School District, Youth Center/Jail and other stakeholders to develop effective transition plans for youth to return to home district, other academically appropriate program, or into the community.
- Conducts follow-up activities as appropriate and necessary.
- Supports and models the WISD vision and mission consistently to enhance achievement for all students.
- Maintains accurate attendance records and appropriate reports.
- Adheres to the Youth Center/Jail and WISD health and safety rules, policies, and procedures.
- Maintains reliable, punctual, attendance; is fully engaged in work activities.
- **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:**

##### **REQUIRED:**

- Possesses a Bachelor's degree in Social Work or related field of study.
- Possesses previous experience working with Court-involved youth.
- Possesses knowledge of, and experience with, positive youth development, trauma-informed care, and restorative practices.
- Possesses knowledge of, and ability to implement, positive behavior management and intervention strategies.
- Possesses knowledge and experience working with different groups; the capacity to acknowledge and honor all people and the groups they represent, holding culture in high esteem.
- Experience with computer instruction and technology.

##### **PREFERRED:**

- Possesses previous experience working in education.

**CERTIFICATES, LICENSES REGISTRATIONS:**

N/A

**LANGUAGE SKILLS:**

- Demonstrates ability to communicate effectively with youth and adults in a culturally proficient manner.
- Demonstrates ability to write reports, effectively present information, and respond to questions from a variety of community resource personnel, educators, parents and caregivers, students, and the general public.

**TECHNICAL SKILLS:**

- Demonstrates ability to integrate technology into the everyday workflow.
- Demonstrates working knowledge of the Microsoft Office suite (e.g. Microsoft Word, Excel, Outlook, and PowerPoint) and Apple software and devices.
- Demonstrates ability to use video conferencing (e.g. Zoom, Teams).
- Possesses knowledge of New World - preferred.
- Demonstrates ability to select and administer appropriate assessment tools and interpret results of assessments.

**MATHEMATICAL SKILLS:**

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

**REASONING ABILITY:**

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

**INTERPERSONAL SKILLS:**

- Exhibits 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 demonstrate effective communication skills.
- Demonstrates ability to work with youth from a wide range of socio-economic backgrounds and with a wide range of cognitive, physical, and emotional abilities.
- Exhibits ability to work effectively and collaboratively with other departments, agencies, and individuals.
- Exhibits ability to work skillfully, creatively, compassionately, and respectfully with students.
- Exhibits ability to demonstrate initiative, show respect, listen, and seek understanding in working with students, staff, and parents/guardians/caregivers.

**PHYSICAL DEMANDS**

The physical demands 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 frequently required to stand, walk, reach with hands and arms, and talk or hear. The employee may need to occasionally lift and/or move up to 25 pounds. 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 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:**

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting 210-Day salary ranging (dependent upon experience) \$75,477 - \$92,762.

**Washtenaw Intermediate School District is a drug-free workplace.**

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

## New Position Recommendation

Position Title:	Assistant Director
FTE:	1.0
# of Workdays/Year:	230
Salary:	Per Non-Affiliated Manual, Grade 12
Worksite:	
Bargaining Unit:	Non-Affiliated
Department:	Administration



## **WASHTENAW INTERMEDIATE SCHOOL DISTRICT JOB DESCRIPTION**

**Job Title:** Assistant Director, Community & School Partnerships  
**Department:** Community & School Partnerships  
**Reports To:** Executive Director of Community & School Partnerships  
**FLSA Status:** Non-exempt  
**Prepared By:** Holly Heaviland  
**Prepared Date:** April 28, 2025  
**Approved By:** Cassandra Harmon-Higgins, Esq.  
Executive Director, Human Resources and Legal Services  
**Approved Date:**

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

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

### **SUMMARY**

The Community & School Partnerships (CSP) Assistant Director supports the Executive Director with non-instructional programming needs for school-based support initiatives. Responsibilities include but are not limited to program development. Assistant Director shares responsibility for staffing, developing, planning, and implementing strategies for program continuation and growth. This position provides staff oversight, supervision, evaluations, organizational change management, and provides budget provisions for programs. This position provides clinical and administrative supervision of the clinical staff and clinical consultation to the Executive Director when necessary. The ideal candidate will have a nurturing demeanor and a proven ability to provide a brave space for learning. Must also have the ability to think strategically, solve problems, lead through a transformative lens, and have good decision-making skills, including critical thinking skills, as well as active listening skills.

### **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.
- Performs the administration of all aspects of program leadership and management, including development of wraparound programming in Washtenaw County in collaboration with community partners and county leadership, as well as any other partnership needs identified.
- Ensures that periodic programming reviews, data collection & reporting, and monitoring occur annually.
- Ensures that necessary program documentation is completed in a timely and complete manner annually to support continuous program improvement planning.
- Seeks and support developmental program training for staff.
- Leads, participates in, and is committed to continued learning and organizational change efforts for a team-based approach to problem-solving and improving student outcomes.
- Supports WISD vision and mission to enhance achievement for all students.

- Coordinates staff training with WISD and community partners, including intervention strategies, district-level supports, and special education practices as it pertains to interdisciplinary support and advocacy.
- Demonstrates equity and social justice leadership.
- Serves as a liaison between the school program, county staff, local school districts, and the community.
- Develops communication and information-sharing systems with local districts and other agencies.
- Oversees the execution of student planning with interdisciplinary teams and agency partners.
- Leads and facilitates building-level activities, program meetings, in-service activities, and other meetings as necessary for program success.
- Participates in professional development, maintains appropriate certification and qualifications, and keeps current in changing pedagogy and best practices for serving students and staff.
- Develops, adheres to, and follows the Washtenaw Intermediate School District's guidelines, policies, and procedures.
- Demonstrates knowledge of best practice standards in non-instructional methods; in working on a team of people; regardless of gender, race, ethnicity, disability, culture or religion, in a positive manner; and in organizational change and community organizing.
- Conducts behavior to demonstrate appropriate role modeling, collegiality, and professionalism.
- Maintains reliable, punctual, attendance.
- **OTHER 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 may be made to enable individuals with disabilities to perform the essential functions.

### **EDUCATION and/or EXPERIENCE**

- Possesses a Master's Degree or higher
- Possesses a minimum of 5 years of experience working in the K-12 school system.
- Possesses a minimum of 4 years of experience serving in a clinical capacity.
- Possesses a minimum of 2 years supervising, mentoring, and evaluating staff.
- Possesses working knowledge of special education programs and IEP process.

### **LANGUAGE SKILLS**

- Demonstrates strong communication, interpersonal and organizational skills. – Required.
- Demonstrates ability to read, analyze, and interpret information.
- Demonstrates ability to write reports, effectively present information and respond to questions from groups of teachers, parents, and building administrators.

### **TECHNICAL SKILLS**

- Demonstrates working knowledge of the Microsoft Office suite (e.g. Microsoft Word, Excel, Outlook, and PowerPoint) and Apple software and devices.
- Demonstrates ability to use video conferencing (e.g. Zoom, Teams).
- Possesses knowledge of New World. - Preferred.

### **REASONING ABILITY**

- Demonstrates 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.

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

- Possess a Michigan certification in a clinical license, administration, and related educational area.
- Possesses a valid clinical licensure.

- Possesses a valid Michigan Administrative Certification.
- Possesses a valid School administration certification: K-12 administration certification. – Preferred.
- Possesses Clinical licensure to supervise LLMSW staff and MSW interns.

### **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 frequently required to stand, walk, reach with hands and arms, and talk or hear. The employee must occasionally lift and/or move up to 50 pounds. Physical ability to manage physical and emotional needs of students.

### **WORK ENVIRONMENT**

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 usually moderate.

### **FUNCTIONS OF POSITION DESCRIPTION:**

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

This position description is not a contract for employment.

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

### **TERMS:**

Salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary ranging (dependent upon experience) from \$107,870 - \$132,571.

### **Washtenaw Intermediate School District is a drug-free workplace.**

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

## New Position Recommendation

Position Title:	Career Technical Education (CTE) Drone /Aviation instructor
FTE:	100
# of Workdays/Year:	205
Salary:	Unit II CBA
Worksite:	
Bargaining Unit:	Unit II
Department:	Instruction

## **WASHTENAW INTERMEDIATE SCHOOL DISTRICT JOB DESCRIPTION**

**Job Title:** Career Technical Education (CTE) Drone/Aviation Instructor  
**Department:** Career Technical Education  
**Reports to:** Director of CTE  
**FLSA Status:** Full-time - Exempt, 205 Days  
**Prepared By:** Ryan Rowe, PhD.  
Director CTE  
**Preparation Date:** April 11, 2025  
**Approved By:** Cassandra D. Harmon-Higgins, Esq.  
Executive Director HR and Legal Services  
**Approval Date:** April 17, 2025

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

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

### **SUMMARY:**

The CTE Drone/Aviation instructor position is responsible for teaching duties as well as any and all aligned tasks associated with facilitating a MDE OCTE state-approved CTE program. This includes participating in associated professional development, coordinating the CTE program advisory committee, and delivering instruction pertaining to CIP Code 49.0101 - Aeronautics/Aviation/Aerospace Science & Technology. In addition, the instructional design shall align with curriculum and instruction outlined in the Perkins Core Competencies (PCCs). This includes safety training, work based learning, student leadership, and the state-required credential of students earning an Federal Aviation Administration (FAA) Part 107 Remote Pilot Certificate.

The CTE Drone/Aviation instructor is employed through the WISD and serves as the instructor for CIP Code 49.0101 - Aeronautics/Aviation/Aerospace Science & Technology CTE programs within Washtenaw County.

The teaching position is responsible for all aspects of the program(s), working collaboratively with internal and external partners. This position works with the CTE department directors and coordinators to build, maintain, and monitor requirements and standards of the program(s). The WISD CTE department provides technical assistance and support to all CTE certified staff and programs including CIP Code 49.0101 - Aeronautics/Aviation/Aerospace Science & Technology.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Provides instructional and technical aspects of the state-approved CTE program(s) exhibiting:

- Strong communication skills including: technical writing, reading, and speaking
- Technological literacy
- Desire and ability to work with high school age students.
- Ability to work effectively with all ability levels and categories of students.
- Ability to work effectively as a team member.
- Ability to be collaborative and flexible.
- Demonstrated success with student clubs and organizations such as SkillsUSA, etc. (desired)
- Willingness to maintain program curriculum consistent with current technical, academic and related industry standards
- Desire to contribute as a team member within the school and community
- Acts as liaison to the community, postsecondary partners, business/industry leaders, and educators, representing the interests of the program to these stakeholders.
- Works cooperatively and communicates with district staff, external partners, and community agencies.
- Coordinates and supports instructional activities with the CTE Team
  - Coordinate, implement, and improve the CTE state-approved program to meet the needs identified in the region and increase learner access to high-quality Career Technical Education (CTE) programs of study.
  - Maintains accurate records and appropriate reports aligned with CTE
  - Assists in the compilation, preparation, and administration of the state-approved program
  - Maintains all records in compliance with state and federal guidelines and District policies
  - Maintains accurate records in a manner consistent with state and federal law as required by the district and local educational agency, including monthly project reports.
  -
- Works collaboratively with the WISD Career Technical Education department and local district CTE administration and staff to coordinate CTE efforts.
  - Ability to work in a team-oriented, diverse environment.
  - Supports WISD vision and mission to enhance achievement for all students.
  - Supports a team-based approach to problem-solving.
  - Demonstrates excellent customer service.
- Regular and predictable attendance
- **Other duties as assigned.**

#### **SUPERVISORY RESPONSIBILITIES:**

- Directs Teaching Assistant(s) on a day-to-day basis.

#### **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 and a minimum 4,000 recent and relevant hours of work experience in the field within the past ten years
- Demonstrated successful teaching experience; three (3) to five (5) years of experience preferred.

- Knowledge of how core academic content is integrated into career and technical instruction
- Willingness to participate in professional development activities
- Experience with computer instruction and technology.
- Knowledge and awareness of community agencies, funding sources, and services.
- Attention to detail and excellent follow-through required
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

#### **CERTIFICATION, LICENSES, REGISTRATIONS:**

- Valid Michigan Teaching Certificate or Annual Authorization Certificate in the following CIP Code: CIP Code 49.0101 - Aeronautics/Aviation/Aerospace Science & Technology or the ability to obtain said certificate(s)

#### **LANGUAGE SKILLS:**

- Ability to engage a variety of community partners and build effective internal and external relationships.
- Skills and desire to work in a collaborative team with others.
- Ability to direct the activities of others to execute a successful CTE program(s)
- Ability to effectively present information and respond to questions from stakeholders.

#### **INTERPERSONAL SKILLS:**

- Possess excellent customer service and communication skills with a client-centered focus.
- Ability to build rapport with others and to serve diverse publics.
- Ability to take the initiative, work well with others as a collaborative team member, and exhibit good communication skills.
- Ability to meet grant deadlines and work flexibility to meet submission timeframes.
- Ability to manage time and multiple projects with various deadlines and stakeholders.
- Ability to work effectively and collaboratively with other departments, agencies, and individuals.

#### **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 multitask and meet deadlines.
- Ability to organize, prioritize, and work independently and cooperatively with diverse groups.

#### **MATHEMATICAL SKILLS:**

- Ability to apply the concepts of budgeting and finance consistent with the duties of this position.

#### **REASONING ABILITY:**

- Highly proficient in subject areas of reasoning, problem-solving, organizational dynamics, and emotional intelligence.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Exhibit a high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.
- Ability to work under pressure.
- Ability to see the task through to a successful conclusion.

**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. 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:**

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.

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 \$52,281 - \$112,824.

**Washtenaw Intermediate School District is a drug-free workplace.**

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



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

## New Position Recommendation

Position Title:	Tech Asst-Desktop Support
FTE:	1.0
# of Workdays/Year:	230
Salary:	Non-Affiliated Grade 4
Worksite:	
Bargaining Unit:	Non-Affiliated
Department:	Technology

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
JOB DESCRIPTION**

**Job Title:** Technical Assistant – Desktop Support  
**Department:** Technology Services  
**Reports To:** Supervisor, Technology & Data Services  
**FLSA Status:** Non-exempt  
**Prepared By:** Matthew Cook  
Chief Information Officer  
**Prepared Date:** March 10, 2025  
**Approved By:** Cassandra D. Harmon-Higgins  
Executive Director, Human Resources and Legal Services  
**Approved Date:** March 24, 2025

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

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

**SUMMARY:**

Provides end user support for agency computers and networking with demonstrated ability to troubleshoot and resolve issues across various platforms including Windows, Mac OS, iOS applications, and networking issues serving, both Instructional and Administrative Technology.

**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.
- Assists with creating and deploying complex computer images for both Windows and Mac OS systems.
- Manages and configures Mobile Device Management (MDM) for iOS, including device registration, configuration, and deployment.
- Coordinates help desk/end user support activities for the department and other desktop technicians.
- Provides application administration and management support for platform management and printing.
- Provides administration and configuration for managing various platforms such as Active Directory, Group Policy management, and other MDM solutions.
- Manages, administers, and configures network print services including Windows Print Servers and Mac OS X printer deployment.
- Manages, administers, and configures Windows Licensing Services.
- Manages network client distribution, management agents and related components.
- Demonstrates ability to upgrade computer hardware.
- Demonstrates ability to test, assess and recommend software.
- Provides information resources on instructional technology for teachers and other interested school personnel.
- Manages wireless computer equipment including set-up, monitoring and printing.
- Moves and relocates equipment both in-house and at out center locations.

- Manages Asset Inventory of computer equipment.
- Manages, installs, and configures Office 365 and its components.
- Automates and manages critical operating systems updates.
- Tests and recommends new hardware and software applications.
- Desires to offer exceptional customer service to the staff, students and families served by the WISD.
- Provides exemplary customer service by responding promptly and professionally to user inquiries.
- Demonstrates active listening to end-user needs and communicates technical solutions clearly, ensuring a positive user experience in all interactions.
- Creates and maintains user documentation for desktop support, ensuring clear guidance for end users.
- Trains and supports WISD and local district staff in the areas of administrative and instructional technology.
- Implements application of information technology resources to improve student learning and staff training, parent information and communication.
- Demonstrates the ability and eagerness to learn new instructional technology and administrative applications.
- Demonstrates the ability to work as part of a team, to communicate clearly, think creatively and relate well with other team members.
- Demonstrates the ability to train others in the classroom or office in the use of various hardware and applications.
- 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. 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:**

- Associates degree or equivalent coursework in information technology from an accredited school.
- Proven customer service experience, demonstrating an ability to troubleshoot and support both PC and Macintosh computers, including Windows, OS, and iOS devices.
- Two to three years of experience in supporting information technology on computer networks (TCP/IP based).
- Two to three years of experience supporting, maintaining, and upgrading Windows 10, Mac OS X, and Mac iOS.
- Experience with wireless network administration and management.
- Experience with integrating phone technologies with Outlook/Exchange.
- Experience with Microsoft Outlook.
- Experience with Virus updates and remediation and other software that conducts operating system updates.

#### **LANGUAGE SKILLS:**

- Possesses the ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Exhibits the ability to write routine reports and correspondence.
- Demonstrates effective communication skills to present information and respond to inquiries from staff and end users.

**MATHEMATICAL SKILLS:**

- Demonstrates ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Demonstrates the ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

**TECHNICAL SKILLS:**

- Demonstrates excellent troubleshooting skills.

**REASONING ABILITY:**

- Exhibits 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.

**CERTIFICATES, LICENSES, REGISTRATIONS**

- Microsoft certification desired.
- A+ certification or equivalent.

**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 50 pounds such as desktop computers, monitors, printers and various network and UPS devices. 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:**

Salary and other employment conditions are set forth by the Board of Education as reflected in the Non-affiliated Staff Manual. Starting salary ranging (dependent upon experience) from \$51,327 - \$63,083.

**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, sex, age, color, national origin, religion or handicap in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and federal regulations.

## New Position Recommendation

Position Title:	Transitions Manager
FTE:	100
# of Workdays/Year:	210
Salary:	Per the Non-Affiliated Manual, Grade 9
Worksite:	
Bargaining Unit:	Non-Affiliated
Department:	Administration

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT  
JOB DESCRIPTION**

**Job Title:** Transitions Manager  
**Department:** Community and School Partnerships  
**Work Location:** Washtenaw County Jail  
**Reports to:** Executive Director, Community & School Partnerships  
and Interagency Transition Supervisor  
**FLSA Status:** Non-Exempt  
**Funded By:** General Fund, Special Education  
**Prepared By:** Sarah Hierman; Grants & Special Projects Coordinator  
Jenna Blair; School and Interagency Transition Supervisor  
**Prepared Date:** April 4, 2025  
**Approved By:** Cassandra Harmon-Higgins, Esq.  
Executive Director, Human Resources and Legal Services  
**Approved Date:**

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

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

**SUMMARY:**

The role and responsibilities of the Transitions Manager encompass assessment of individual student needs upon entry, and collaboration with the student, Youth Center and Jail team, instructional team, resident school district, and parents/guardians to develop a learning and support services plan that will result in maximum goal achievement and successful transition to next instructional setting. Additionally, this role will support the correctional education setting procedures and protocols. A qualified candidate must be able to receive District and Washtenaw County jail clearance.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- Demonstrates a strong commitment to social justice, equity, and inclusion in all practices and position responsibilities.
- Supports the WISD vision and mission to enhance achievement for all students.
- Demonstrates the ability to examine the impact of educational inequities in student achievement outcomes as it aligns with race, ethnicity, and socio-economic status.
- Manages confidential information and demonstrates understanding of the unintended consequences of mismanagement of information/data, including racism, and preventing equitable student outcomes.
- Demonstrates ability to document all meetings and maintain case notes and files accurately and efficiently.
- Conducts intake evaluations by reviewing academic records and consulting with appropriate parties to determine, schedule, and administer appropriate placement testing (CASAS).
- Manages state data tracking and enrollment system (MAERS).
- Attends MAERS Region 9 meetings.
- Facilitates and participates in student orientation meetings.
- Provides on-site supervision of identified post-secondary contacts to provide information and support to students for post-release enrollment (EMU AmeriCorps Navigators and Interns, WCC Advisor).
- Works with community partners (MRS, MiWorks, WCC, EMU, etc.) to plan and facilitate student workshops to provide information support.



- Collaborates with community partners to connect students with resources and referrals (CMH, housing, Dawn Farm, OT/LAITR, etc).
- Represents the Jail Education Team at the WCSO Re-Entry meetings and provides follow-ups as needed.
- Participates in IEP meetings as appropriate.
- Conducts follow-up with students post-release to support re-entry as appropriate.
- Utilizes harm reduction strategies and principles effectively when working with youth and families.
- Establishes and maintains a communication system with the Youth Center and Jail in order to identify eligible program participants in a timely manner.
- Meets with students as soon as possible to introduce self, seek information, and initiate positive relationships to begin collaborative goal setting and planning process.
- Conducts intake evaluations by reviewing academic records and consulting with appropriate parties to determine appropriate placement testing.
- Researches best practices on student experiences with school and impact on relationship with education; applying appropriate measures needed to restore relationship.
- Serves as liaison between all involved parties (Jail, school, court, program team, parents/guardians) and youth to ensure appropriate information is shared in order to support students.
- Models and supports a team-based approach to planning and problem solving.
- Participates in meetings, in-service activities, staff development/special programs and planning committees as appropriate to the assignment.
- Works with students, families, School District, Youth Center/Jail and other stakeholders to develop effective transition plans for youth to return to home district, other academically appropriate program, or into the community.
- Conducts follow-up activities as appropriate and necessary.
- Supports and models the WISD vision and mission consistently to enhance achievement for all students.
- Maintains accurate attendance records and appropriate reports.
- Adheres to the Youth Center/Jail and WISD health and safety rules, policies, and procedures.
- Maintains reliable, punctual, attendance; is fully engaged in work activities.
- **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:**

##### **REQUIRED:**

- Possesses a Bachelor's degree in Social Work or related field of study.
- Possesses previous experience working with Court-involved youth.
- Possesses knowledge of, and experience with, positive youth development, trauma-informed care, and restorative practices.
- Possesses knowledge of, and ability to implement, positive behavior management and intervention strategies.
- Possesses knowledge and experience working with different groups; the capacity to acknowledge and honor all people and the groups they represent, holding culture in high esteem.
- Experience with computer instruction and technology.

##### **PREFERRED:**

- Possesses previous experience working in education.

**CERTIFICATES, LICENSES REGISTRATIONS:**

N/A

**LANGUAGE SKILLS:**

- Demonstrates ability to communicate effectively with youth and adults in a culturally proficient manner.
- Demonstrates ability to write reports, effectively present information, and respond to questions from a variety of community resource personnel, educators, parents and caregivers, students, and the general public.

**TECHNICAL SKILLS:**

- Demonstrates ability to integrate technology into the everyday workflow.
- Demonstrates working knowledge of the Microsoft Office suite (e.g. Microsoft Word, Excel, Outlook, and PowerPoint) and Apple software and devices.
- Demonstrates ability to use video conferencing (e.g. Zoom, Teams).
- Possesses knowledge of New World - preferred.
- Demonstrates ability to select and administer appropriate assessment tools and interpret results of assessments.

**MATHEMATICAL SKILLS:**

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

**REASONING ABILITY:**

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

**INTERPERSONAL SKILLS:**

- Exhibits 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 demonstrate effective communication skills.
- Demonstrates ability to work with youth from a wide range of socio-economic backgrounds and with a wide range of cognitive, physical, and emotional abilities.
- Exhibits ability to work effectively and collaboratively with other departments, agencies, and individuals.
- Exhibits ability to work skillfully, creatively, compassionately, and respectfully with students.
- Exhibits ability to demonstrate initiative, show respect, listen, and seek understanding in working with students, staff, and parents/guardians/caregivers.

**PHYSICAL DEMANDS**

The physical demands 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 frequently required to stand, walk, reach with hands and arms, and talk or hear. The employee may need to occasionally lift and/or move up to 25 pounds. 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 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:**

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting 210-Day salary ranging (dependent upon experience) \$75,477 - \$92,762.

**Washtenaw Intermediate School District is a drug-free workplace.**

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

TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: May 13, 2025

RE: Resignation Notification

Attached please find Mary Eddy's letter of resignation, effective August 31, 2025. Mary has been employed with the WISD since May 14, 2024, as a Flex Teacher in our Local Based programs.

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

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

**From:** Mary Eddy  
**Sent:** Monday, April 28, 2025 2:09 PM  
**To:** Nicole Hubler  
**Cc:** Sarah Igonin; Omobola Akintunde  
**Subject:** Resignation

Dear Nicole,

This letter is to notify you that my last day of work will be June 10, 2025. I will be resigning from the WISD on August 31, 2025. Thank you for the opportunity to serve the students, their families, and the WISD Staff.

Sincerely,

Mary Eddy

*Mary Eddy*

Flex Teacher  
WISD Special Education  
meddy@washtenawisd.org  
meddy@washisd.net

TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: May 13, 2025

RE: Resignation Notification

Attached please find Tara Prieskorn's letter of resignation, effective May 29, 2025. Tara has been employed with the WISD since July 5, 2022, as a Teacher at High Point School.

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

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

**Tara Prieskorn**

**May 1, 2025**

**Human Resources Department**

Washtenaw Intermediate School District

Dear Human Resources Department,

I am writing to formally resign from my position at Washtenaw Intermediate School District, effective **Thursday, May 29, 2025**.

This decision was not made lightly, as my time with WISD has been both meaningful and rewarding. I am grateful for the opportunities to grow professionally and personally while working alongside such a dedicated and passionate team. Supporting our students and their families has been a true privilege, and I am proud of the work we've accomplished together.

I am committed to ensuring a smooth transition over the next three weeks and will do everything possible to support my students and colleagues. Please let me know how I can assist in the process.

Thank you again for the opportunity to be part of such an impactful organization.

Sincerely,

**Tara Prieskorn**

DATE: May 2, 2025

TO: WISD Board of Education

FROM: Naomi Norman, Superintendent

RE: Kriseles Contract Amendment

I recommend that the WISD Board of Education authorize the administration to approve the amended contract with Kriseles Inc for advisory and consulting services related to Organizational Management, Leadership Development, and Inclusive Practices for an additional \$5,700.00, and a total cost not to exceed \$129,700.00.

The original contract of \$124,000.00, signed on July 1, 2024, provided a culture survey with Washtenaw ISD staff, work with our cabinet team to analyze the data, and then co-design an approach to addressing specific issues identified in the data. The amended contract of \$5,700.00 will allow us to cover costs from July and August that we had originally thought would occur in June 2024 on last year's contract. The cost of this amendment will be paid out of the EISJ employee training and professional & technical services accounts.





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

The contracted services agreement dated **July 1, 2024**, by and between Washtenaw Intermediate School District hereinafter referred to as WISD or District, and Kriseles Inc, 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 July 1, 2024, until June 30, 2025 in the following manner:

**SECTION I – COMPENSATION**

1. Increase the total contract amount from \$124,000 to \$129,700.

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 \_\_\_\_\_, 20\_\_\_\_.

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

Date\_\_\_\_\_

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

Date\_\_\_\_\_

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

Date\_\_\_\_\_

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: D. Scott Heister, MiSTEM Region 2 Director

DATE: May 5, 2025

RE: Bosch Community Fund Grant

The administration recommends that the WISD Board of Education accept Bosch Community Grant from Robert Bosch, LLC in the amount of \$33,750.00.

This grant will support MiSTEM Region 2 in training up to 15 teacher-leaders in the development of the Thriving Teacher Network Program and its associated costs. This grant will run for a period of 12 months beginning April 30, 2025 – April 30, 2026.

This project is building on current MiSTEM Region 2 work, as well as previous Bosch Grant activities. This grant will be bringing more intentionality to directly engaging educators in immersive professional learning that is connected to building a Network Improvement Community to support the educators as they are developing new practices and skills around student-driven 3P (Project-, Problem-, and Place-Based) learning. This is the second year MiSTEM and Washtenaw Promise are working together to support Educator Professional Learning in 3P teaching at the Woodlands at Bruin Lake in Northwest Washtenaw County. There will be an intentionality in focusing on underserved districts in MiSTEM Region 2.

The focus of the project is to build a cadre of teacher leaders who help facilitate training in their district and develop a Network Improvement Community to growing 3P student driven STEM projects connected to their community. Participants will engage in professional learning focused on 3P Project Development and Implementation. A modeling approach will demonstrate protocols, relationship building and key 3P pedagogical approaches to engage teachers in designing student-driven inquiry projects in their community.

CC: Dr. Jennifer Banks, Director of Instruction



## **TERMS OF GRANT**

**ORGANIZATION:** Washtenaw ISD, on behalf of Washtenaw MI STEM  
**(GRANTEE)**

**PROJECT TITLE:** **Thriving Teacher Network Development**

**AMOUNT:** \$33,750

**DESCRIPTION:** This grant will support the teacher network program delivered through MiSTEM Washtenaw and associated costs including teacher stipends, accommodations and meals, teacher project materials, coach contract, and end of year educator forum expenses, per the budget submitted February 28, 2025.

**GRANT NUMBER:** 2501-09223

### **I. GRANT PURPOSES**

This grant is restricted for the project and associated costs described in the proposal dated (“Proposal”) from Washtenaw ISD (“Grantee”) to Bosch Community Fund (“Foundation”), or as otherwise amended and accepted in writing by both parties to this agreement. Grant funds will be appropriately accounted for and used exclusively for approved costs and activities.

This grant is not earmarked for transmittal to any entity or person designated by the Foundation. The Grantee accepts and will discharge full control of the grant and its disposition and accepts responsibility for complying with the terms and conditions of this agreement.

### **II. GRANT PERIOD**

This grant is for a period of 12 months beginning on April 30, 2025.

### **III. GENERAL CONDITIONS**

This commitment is contingent upon the Grantee’s ability to complete the proposed activities in reasonable accordance with the financial and non-financial parameters established in its proposal, as may be amended through correspondence accepted by both parties to this agreement.

Significant changes in budget line items (greater than 20 percent of the total grant), activities, participants, personnel, or timing require the advance review and approval of the Foundation. Significant budget changes that have not been reviewed and accepted in advance may reduce,

postpone or cancel planned future grant payments, or may require the return of grant funds previously paid.

Grantee will return to the Foundation any provided grant funds not used for the purpose specified in the Proposal and as may be otherwise restricted under these Terms of Grant.

#### **IV. PAYMENT TERMS**

The full payment of \$33,750 will be made upon the Foundation's receipt of this signed Terms of Grant from Grantee, and any required addendum(s).

#### **V. REPORTS**

The Grantee will access the Foundation report template in the Fluxx portal [https://bosch.fluxx.io/user\\_sessions/new](https://bosch.fluxx.io/user_sessions/new) and provide the Foundation with final report survey responses and any financial reports accounting for activities during the entire Grant Period as described in Section II.

#### **VI. CALENDAR OF SUBMITTAL DATES**

**Signed Terms of Grant:**                      **Immediately**  
**Final Report:**                                      **June 15, 2026**

Grantee's failure to submit complete and timely reports or return these Terms of Grant and any required Addendum(s) will result in the return, delay, reduction, or cancellation of future grant payments.

#### **VII. GENERAL REQUIREMENTS**

##### **A. INTERNAL REVENUE SERVICE REQUIREMENTS**

Grantee certifies that:

1. as to its tax status, Grantee:
  - a. is a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code (IRC) and a public charity described in IRC § 509(a)(1) or (2), or a supporting organization described in IRC § 509(a)(3) (supporting organizations are required to complete and submit the Supporting Organization Attachment) and has received an IRS determination letter duly confirming such status copies of which Grantee has submitted to the Foundation, OR is a grantee to which expenditure responsibility by the Foundation is required and the grantee has completed and agrees to be bound by the attached Expenditure Responsibility Agreement;
  - b. to the best of its knowledge and belief, has not changed its basic purposes or the manner of conducting its affairs in any way that might affect the continuation of its tax-exempt or non-private foundation status; and
  - c. knows of no basis on which the organization could be considered as controlled directly or indirectly by the Foundation.

2. grant funds received from the Foundation shall not be used:
  - a. to influence the outcome of any specific public election, or carry on, directly or indirectly, any voter registration drive (within the meaning of IRC § 4945(d)(2)); or
  - b. for any purposes other than charitable and educational activities consistent with Grantee's tax-exempt status and in accordance with IRC § 170(c)(1) or (2).
3. If the Grantee carries on propaganda, or otherwise attempts to influence legislation (within the meaning of IRC § 4945(d)(1)), then either:
  - a. The grant of funds received from the Foundation is a general support grant which has not been earmarked to be used in any attempt to influence legislation; or
  - b. The grant of funds from the Foundation is a specific project grant (i) which grant has not been earmarked to be used in an attempt to influence legislation and (ii) which grant, together with other grants by the Foundation for the same project for the same year, does not exceed the amount budgeted, for the year of the grant, by the Grantee for activities of the project that are not attempts to influence legislation.

Grantee will notify the Foundation immediately of any actual or anticipated change in its tax status for any year affected by this agreement.

## **B. NON-DISCRIMINATION**

Grantee will not discriminate in its employment practices, volunteer opportunities, or program activities based on race, national origin, religion, gender, gender identification, age, handicap, or marital status.

## **C. OPTION TO AUDIT**

The Foundation reserves the right to audit records associated with this project and the Foundation's grant at reasonable times during normal business hours during the grant period or subsequent two years. Grantee agrees to maintain its books and records in such a manner that the receipts and expenditures of grant funds will be shown separately from other funds in a form which can easily be checked and understood. Grantee agrees to allow access to Foundation staff, agents and representatives for the conduct of any such audit and to make available any information or materials requested during such audit. Grantee will keep records of receipts and expenditures made with grant funds as well as copies of reports submitted to the Foundation and supporting documentation during the grant period and for the subsequent two years.

#### **D. RIGHT TO TERMINATE, AMEND OR CANCEL**

The Foundation reserves the right in its absolute discretion to terminate or amend the grant and/or withhold additional funds in the case of any actual or expected violation of the terms and conditions of this agreement, if the Foundation is not satisfied with the quality of the work performed or activities undertaken, if the Foundation is not satisfied with the progress being made with respect to the project, if the Foundation determines the Grantee is unable to complete the project, to meet campaign targets or matching gift requirements, if applicable, or if the Foundation determines the project is not in the interest of the public.

Foundation may terminate these Terms of Grant if the Grantee fails to return a fully signed copy of these Terms of Grant to Foundation within 45 days of the date of these Terms of Grant. In the rare circumstance the Foundation provided a grant payment to Grantee before the return of these Terms of Grant signed by Grantee, Grantee acknowledges that cashing or negotiating that grant payment is evidence that Grantee agrees to be and is bound by these Terms of Grant.

The Foundation may terminate or amend these Terms of Grant and cancel or modify any remaining payments due or payment schedules provided hereunder in the event of a force majeure, which is an event or circumstance occurring during the Grant Period which is beyond the control and without the fault or negligence of the Foundation and which by the exercise of reasonable diligence the Foundation was unable to prevent, such as but not limited to: (a) civic unrest, riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power, requisition or compulsory acquisition by any governmental or competent authority; (b) any natural or manmade disaster including earthquakes, flood, fire or other physical or environmental disaster including but not limited to nuclear or radioactive disasters; and (c) localized, national or international pandemic or other public health emergency or disaster.

#### **E. SITE VISIT**

If requested by the Foundation, the Grantee will arrange opportunities for Foundation representatives to observe program activity or interview consenting project beneficiaries.

#### **F. PUBLICITY**

The Foundation strongly supports the work of its grantees and wishes to encourage the public's knowledge of the Grantee's program. For potential media release language that can be used to describe the Foundation, please contact the Foundation. Any release or other information that references the Foundation shall have the Foundation's prior approval.

#### **G. ADDITIONAL FUNDING**

The Grantee acknowledges that neither the Foundation nor its representatives have made any actual or implied promise of funding other than the amounts specified in this agreement.

## **H. BOSCH EQUIPMENT AND SERVICES**

Grantee and Foundation agree that there is no oral or written understanding that grant funds will or must be used by any grantee to purchase equipment, products or services from Robert Bosch GmbH (“Bosch”), or any of its Affiliates, or any entity in which Bosch has an ownership or management interest (collectively “Bosch Companies”). ‘Affiliates’ shall mean a parent company (if any) that owns, directly or indirectly, at least fifty percent (50%) of the income, capital or voting equity, and (ii) any other company that is majority-owned, directly or indirectly, by Bosch or its parent company. This grant is not made on condition that the Grantee purchase equipment, products or services from Bosch Companies, nor was Grantee’s past use or non-use of equipment, products or services from Bosch Companies a factor in the Foundation’s grant decision making process. Provided however, nothing in this agreement prevents Grantee, in its sole and uncontrolled discretion, from purchasing equipment, products or services from Bosch Companies.

## **I. MODIFICATION, GOVERNING LAW AND CHOICE OF JURISDICTION**

This agreement sets forth the terms of the grant. Any modification of this agreement may only be made in writing as signed by an authorized agent of Grantee and the Foundation. This Agreement will be construed under the laws of the State of Michigan. Grantee agrees and consents that the Circuit Court of Oakland County Michigan will have exclusive jurisdiction to resolve any dispute regarding these Terms of Grant and related addendum(s) unless the Foundation, in its sole and uncontrolled discretion, agrees to alternative dispute resolution or jurisdiction in another court.

## **J. INDEMNIFICATION**

To the fullest extent permitted by applicable law, the Grantee hereby indemnifies and saves the Foundation and its trustees, directors, officers and committee members harmless from and against all liabilities and expenses (including reasonable attorneys’ fees) resulting from (a) the engagement, by employment or as an independent contractor, of personnel, including, without limitation, employment taxes and workers compensation and discrimination claims; and (b) any injury to persons or damage to property arising in connection with the pursuit of the grant purposes.

## **K. PATRIOT ACT COMPLIANCE**

Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders, including but not limited to, the USA Patriot Act of 2001, as amended, and Executive Order No. 13224, as amended. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government’s Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated National & Blocked Persons List. In addition, Grantee agrees to take reasonable steps to ensure that its board, staff, subgrantees and volunteers have no dealings whatsoever with known terrorists or terrorist organizations.

# **VIII. ACCEPTANCE OF TERMS AND AUTHORIZATION TO PROCEED**

The undersigned hereby agrees to the terms and conditions set forth in these Terms of Grant.

## **Washtenaw ISD**

-----  
By: Naomi Norman  
Its: Superintendent

## **Bosch Community Fund**

-----  
President

-----  
Program Officer



TO: Naomi Norman, Superintendent & Washtenaw ISD Board Members

FROM: DarNesha Green, Clinical Supervisor

DATE: May 2, 2025

RE: Washtenaw County Opioid Settlement Request for Proposals (RFP)

WISD has an opportunity to apply for grant funding from the Washtenaw County Opioid Settlement. Washtenaw County invites organizations, community groups, and coalitions to apply for funding to support the development, implementation, enhancement, sustainability, or expansion of programs that address opioid use prevention, harm reduction, treatment, and recovery. This includes programs focused on opioid use, opioid use disorder (OUD), polysubstance use, co-occurring mental health and substance use disorders (SUD), and the safety and wellness of people who use drugs (PWUD). A total of \$2,250,000 will be awarded to selected applicants that focus on prevention and education, harm reduction, treatment, recovery, and improving system functioning. Proposals are due by May 30, 2025.

We are requesting Board of Education approval to submit a proposal in support of prevention and education efforts across Washtenaw County school districts. According to 2023–2024 MIPHY data, electronic vapor products, cannabis, and alcohol are the most commonly used substances among youth in the county (FY24 Community Mental Health Partnership of Southeast Michigan Strategic Prevention Framework – Assessment and Capacity Report).

If approved, the WISD Bridge Team will design a countywide plan to help schools address youth substance use through data-driven, tailored strategies. This will include opportunities for curriculum enhancements, awareness campaigns, family education, and staff training. The team will also assist schools in developing systems for early intervention, referral pathways, and student support spaces. Additionally, the Bridge Team will coordinate district efforts, monitor outcomes, and develop a sustainability plan.

The initial grant period is from October 1, 2025, to September 30, 2028. Board of Education approval will allow us to proceed with submitting our proposal by the May 30, 2025, deadline. Please let me know if there are any questions or concerns regarding this request.

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

FROM: Brian Marcel, Associate Superintendent

DATE: May 5, 2025

RE: Local 3760 AFT Michigan, Unit III Tentative Agreement (2024-2027 Contract)

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Unit III (Facilities Maintenance and Custodial staff) and the Administration have been bargaining with Unit III since just before the expiration of their collective bargaining agreement (CBA) in June 2024. We have arrived at a tentative agreement with Unit III, and the Unit III membership have voted and approved the tentative agreement. **The Administration recommends ratification of the tentative agreement with Local 3760 AFT Michigan, Unit III.** A full “red-lined” CBA is attached; the following is a summary of the major provisions that are being modified.

1. Three-year agreement from July 1, 2024 – June 30, 2027.
2. Retroactive pay increase back to July 1, 2024, for all staff employed since that date.
3. Modify the timeline for filing a grievance to be a standard period for all bargaining units.
4. Modify the frequency of required evaluations for staff that have an excellent or superior overall rating on their performance evaluation.
5. Modify the Childcare Leave provision to be standardized between all the bargaining units.
6. Modify the Emergency Closing provisions to encompass known closing situations and to simplify the wording.
7. Modify wording related to uniforms to compensate the employees if they do not need new garments.
8. Modify Health and Welfare provisions to reflect current practice.
9. Update wage schedule to be competitive with other ISDs and other local employers.
10. Modify the employee 403b/457 match provision to be similar to Non-Affiliated staff (and other bargaining groups pending completed negotiations).
11. Eliminate retention bonus wording.

There are additional provisions we are currently bargaining with all three of the AFT bargaining groups. We have a Letter of Agreement with Unit III to incorporate those modifications into this agreement once the bargaining is complete. If you have any questions, please feel free to contact me before the Board meeting at [bmarcel@washtenawisd.org](mailto:bmarcel@washtenawisd.org) or at extension 1402.

**MASTER AGREEMENT**

**BETWEEN**

**THE WASHTENAW INTERMEDIATE  
SCHOOL DISTRICT**

**AND**

**THE FEDERATION OF WASHTENAW  
INTERMEDIATE SCHOOL EMPLOYEES**

**UNIT III**

**LOCAL 3760 AFT MICHIGAN**

**THREE YEAR CONTRACT**

**July 1, 2024 – June 30, 2027**

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## **ARTICLE 1**

### **Recognition of the Federation**

- 1.1.1. The Employer recognizes the Federation as the sole and exclusive bargaining representative for all Auxiliary Service Employees in Unit III, including the following personnel: all custodial, maintenance employees, but excluding administrators, secretarial/clerical employees, employees currently represented by other labor units, and substitute employees.
- 1.1.2. Work performed by members of the bargaining unit shall not be assigned to persons outside of the unit without first consulting with the unit.
- 1.1.3. All personnel hired to fill such positions or perform such functions half-time or more shall be considered to be members of the bargaining unit, and shall be subject to all terms and conditions of this Agreement.
- 1.1.4. When new positions are established, the Employer shall notify the Union of such new positions before they are posted. The information shall include a job description and other relevant information.

## **ARTICLE 2**

### **Effect of Agreement**

- 2.1.1. The parties mutually agree that the terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties.
- 2.1.2. If any provision of this Agreement is or shall at any time be found to be contrary to law by a court of ultimate jurisdiction, such provision shall not be applicable or performed or enforced, except to the extent permitted by law. All other provisions of this Agreement shall continue in full force and effect, and the parties agree to meet for the purpose of negotiation and agreement on substitute language for the voided provision(s). Should an emergency financial manager be appointed to the District under the local government and school district fiscal accountability act, 2011 PA4, MCL 141.1501 to 141.1531, they shall be allowed to reject, modify, or terminate this collective bargaining agreement as provided in the local government and school district fiscal accountability act, 2011 PA4, MCL 141.1501 to 141.1531.  
  
The citation for this provision is in the Public Employment Relations Act, MCL 423.215, subsection (7).
- 2.1.3. An Implementation Committee, composed of representatives from the Employer and the Federation, will meet as needed to review the effectiveness of the contract and to attempt to prevent and resolve problems that might arise in its implementation.

## **ARTICLE 3**

### **Negotiation Procedure**

- 3.1.1. Negotiations for a new Agreement or modifications of the existing Agreement shall begin no later than March 1st of the year that the CBA is set to expire. A time, date, and place will be mutually determined by the Employer and the Federation.
- 3.1.2. Neither party in any negotiations shall have control over the selection of the bargaining representatives of the other party and each party may select the representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Employer and the Union, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, make concessions, and recommend ratification in the course of negotiations.
- 3.1.3. After ratification of this Agreement, either party may request a conference to discuss matters which may arise from time to time which are of mutual concern to the parties. Discussion during such conferences shall be limited to problems indicated on a written request for such conference. The conferences shall be held at the earliest opportunity following such request. Any contract alteration which is mutually agreed upon shall become effective upon ratification by and the Employer and the Union.

## **ARTICLE 4**

### **Employer Rights**

- 4.1.1. The Employer hereby retains and reserves unto itself, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States, including the generality of the foregoing, the rights to:
- 4.1.2. The executive management and administrative control of the Washtenaw Intermediate School District, its properties, equipment, facilities, and operations and to direct the activities of its employees;
- 4.1.3. Hire all employees and, subject to the provisions of the law and contractual agreements with the Union, to determine their qualifications and the conditions of their employment or their dismissal, and to promote, transfer and assign all such employees and to determine the size of the work force;
- 4.1.4. Establish or revise policies and adopt reasonable rules and regulations. An advisory committee will be formed to review and provide recommended updates regarding board policies and administrative guidelines related to student programs and services for the Employer to present to the Board Policy Committee. The Committee will include the Executive Director of HR & Legal Services, the Assistant Superintendent of Achievement & Student Services, Special Education Supervisors, representatives from Unit III and other bargaining groups, and other staff the Employer deems appropriate.
- 4.1.5. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel, and scheduling of all the foregoing, and the right to establish, modify or change any work or business not in conflict with the specific provisions of this Agreement;



- 4.1.6. Determine the services, supplies, and equipment for its operation and to determine all methods and means of distributing, disseminating and/or selling its services and the methods of operation, the means and processes of carrying on the work, and the institution of new and/or improved methods or changes therein;
- 4.1.7. Determine the number and location or relocation of its facilities, establishment or relocation of new schools, buildings, departments, divisions thereof and the relocation or closing of buildings or other facilities;
- 4.1.8. Determine the placement of operations and the source of materials and supplies;
- 4.1.9. Determine the financial policies, including all accounting procedures and all matters pertaining to public relations. As part of the Employer accounting procedures, the Employer may convert leave time from days to hours.
- 4.1.10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization;
- 4.1.11. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## **ARTICLE 5**

### **Union Rights**

#### **Section 1 - Use of Buildings**

- 5.1.1. Upon request to the Assistant Superintendent, Business Services or his/her designee, the Union and its members shall be permitted to meet at the Washtenaw Intermediate School District buildings if appropriate facilities are available and custodial staff is on duty. All requests for such meetings must be in writing three (3) days prior to the requested meeting. If any custodial services are required for such meetings, the Employer may make a charge for the services provided. In instances where emergency sessions are necessary, the Assistant Superintendent, Business Services or designee shall waive the above stated written three-day requirement if facilities are available.

#### **Section 2 - Union Business**

- 5.2.1 At a time agreed to by the Assistant Superintendent, Business Services, the Federation Representative shall be allowed on the Employer's property and shall be given reasonable time during work hours to present, process and investigate grievances without loss of pay. In the event the Assistant Superintendent, Business Services is unavailable and the case involves suspension/dismissal, permission for the Federation Representative to investigate can be granted by the Superintendent or his/her designee.

- 5.2.2 The total membership of the union, including its officers, may use up to five (5) days per year (between July 1 and June 30 each year) to attend workshops or conferences related to union activities provided that the union president provides suitable notice of at least two (2) weeks to the administration, and provided the union reimburses the district an amount equal to the individual employee daily pay rate for each day that a union member participates in a conference/workshop activity.

### **Section 3 - Information**

- 5.3.1 The Employer agrees to furnish to the Union in response to reasonable requests, public information which is available to the Employer in preparation for bargaining, or which may be necessary for the Union to process any grievance or complaint.

### **Section 4 - Union Representative**

- 5.4.1 The Union shall have the right to elect or designate up to one employee from each district facility as Building Representative. Each Building Representative shall have an alternate who shall function only in the absence of the regular Building Representative, all of whom shall have completed their probationary periods.
- 5.4.2 At times mutually agreed to with the supervisors of the parties involved, the Building Representative shall be allowed, on the Employer's property, reasonable time during working hours to present, process and investigate grievances without loss of pay.
- 5.4.3 Union representatives may attend Union-called meetings. However, notice must be provided to the employee's supervisor at least one week, but not more than two weeks, in advance of the meeting date. Effective beginning with the 2000-01 school year, the employee will be required to make up his or her time on the same day as the meeting, unless the employee's supervisor approves of another method for making up the time.

### **Section 5 - Use of Supplies**

- 5.5.1 Costs of any consumable supplies used by the Union for Union business are to be reimbursed to the Washtenaw Intermediate School District.

### **Section 6 - Bulletin Boards**

- 5.6.1 The Employer shall provide the Union with the use of one (1) bulletin board in the employees' lounge of each building for posting notices set forth below.
- 5.6.2 Notices shall be limited to the following:
- Notices of Union Business and its affairs, Union elections, appointments, committee meetings, and/or any other business that the Union deems necessary to conduct the business of the Union.

### **Section 7 - Board Minutes**

- 5.7.1 A copy of all regular Board Meeting Minutes and/or other materials required by law shall be available to the Union President within a reasonable time following all regular School Board meetings.

## **ARTICLE 6**

### **Individual Rights**

#### **Section 1 - Fair Employment Practices**

- 6.1.1. This Agreement shall be applied uniformly to all employees within the bargaining unit.
- 6.1.2. The Employer agrees that with respect to hiring, working conditions, and promotion practices, neither it nor its agents shall discriminate on the basis of handicapping condition, race, creed, color, national origin, sex, marital status, political activities, or membership or participation in the activities of the Union.
- 6.1.3. The Union agrees to admit all bargaining unit members to membership without discrimination on the basis of handicapping condition, race, creed, color, national origin, sex, marital status, political activities, or prior membership or past participation in the activities of any employee organization.

#### **Section 2 - Freedom from Censorship**

- 6.2.1. When an employee speaks or writes as a citizen outside of normal duty hours, he/she shall be free from institutional censorship and discipline. It shall be the responsibility of the employee, in exercising this right, to make it clear that he/she speaks or writes as an individual and not on behalf of the district.
- 6.2.2. Employees shall be made aware of the capabilities of devices and systems which have the potential of gathering information on the employees' activities.
- 6.2.3. No material covertly gathered by any electronic communication device shall be admissible as evidence in any action against an employee in the performance of his/her assigned responsibilities. There is an understanding that district networks, facilities, grounds and equipment are monitored and that privacy cannot be assured. Information gathered by these means is not defined as covert for purposes of this article.

## **ARTICLE 7**

### **Grievance Procedure**

- 7.0.1. The primary purpose of this Grievance Procedure is to secure equitable solutions at the closest supervisory level possible. The parties mutually agree that these proceedings shall be kept as confidential as may be appropriate at each level of the procedure.

#### **Section 1 - Definition**

- 7.1.1. A grievance is a complaint that there has been a violation, misinterpretation, misapplication of any provision(s) of this Agreement and/or any complaint that a policy has been interpreted improperly as it pertains to this Agreement.

- 7.1.2. An aggrieved person shall mean any member of the bargaining unit, or the Union on its own behalf, making the complaint.
- 7.1.3. Whenever the term employee is used, it is to include any member or members of the bargaining unit.
- 7.1.4. Whenever notice is used, it is meant that such be written notice to the grievance chairperson and chief personnel officer.
- 7.1.5. Whenever the singular is used, it is to include the plural.
- 7.1.6. The term “days” in this Article shall mean, except where otherwise indicated, the scheduled staff days for each respective program or the workdays on the calendar developed with the employee’s supervisor or as determined by the current bargaining agreement. In the event a grievance involves multiple employees, days or workdays shall mean the staff days of the High Point School calendar.
- Days shall exclude days due to closures due to weather, lack of heat, water, plumbing, etc. or other reasons for building/program closure.

## **Section 2 - General Principles**

- 7.2.1. A grievance may be withdrawn at any level.
- 7.2.2. If a grievance arises from the action of authority higher than the immediate supervisor, it may be initiated at Step 3 of this procedure.
- 7.2.3. Hearings and conferences held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend. Every effort will be made to schedule hearings and conferences outside of duty hours.
- 7.2.4. When hearings and conferences are held during duty hours, with the approval of the administrator, all persons who are present at the hearing or conference pursuant to this Article whose duty hours are affected, shall be excused with pay for that purpose.
- 7.2.5. Forms for filing and processing grievances shall be given appropriate distribution so as to facilitate the operation of the grievance procedure by the grievance chairperson.
- 7.2.6. No decision or adjustment of a grievance shall be contrary to any provision of this Agreement.
- 7.2.7. Failure by the employee and/or the Union at any step of this procedure to appeal a decision within the specified time limits shall terminate the grievance.
- 7.2.8. Failure by the Employer or his designated agents to communicate a decision on a grievance within the specified time limits shall be deemed a granting of the remedy sought on the grievance.
- 7.2.9. The time limits specified in this procedure may be extended in any specific instance by mutual agreement, which agreement shall be reduced to writing and signed by the parties.
- 7.2.10. No grievance(s) may be filed by an employee or by the Federation on behalf of any employee if that employee for any reason is no longer an employee of the district.

- 7.2.11. The termination of services or failure to reemploy any probationary employee shall not be the basis of any grievance filed under the procedure outlined in this section.

### **Section 3 - Procedure for Adjustment of a Grievance**

- 7.3.1. Grievances shall be presented and adjusted in accordance with the following procedures:

#### **Step 1 - Informal Conference**

- 7.3.2. A complaint shall first be identified in writing as a grievance issue within ninety (90) work days from the date that the incident was known by the grievant, citing the appropriate contract section or sections and the date of the incident. The complaint shall first be discussed within ten (10) workdays of the written notice with the appropriate supervisor with the object of resolving the matter informally:
- 7.3.3. By an employee in person on his/her own behalf;
- 7.3.4. By an employee accompanied by the appropriate Union representative;
- 7.3.5. Through the Union representative if the employee so requests;
- 7.3.6. By the Union representative in the name of the Union.
- 7.3.7. In the event the matter is resolved informally, and the Union representative was not present at the adjustment of the complaint, the supervisor shall inform the Union of the adjustment.

#### **Step 2 - Written Procedure #1**

- 7.3.8. In the event the matter is not resolved informally, **the grievance, stated in writing on the form provided for such purpose, shall** be submitted to the immediate supervisor within twenty (20) **workdays** following the **Step 1 informal conference documenting** the act or condition which is the basis of the grievance:
- By an employee accompanied by the appropriate Union representative;
  - Through the Union representative, if employee so requests;
  - By the Union representative in the name of the Union.
- 7.3.9. Within five days after receiving the written grievance, the immediate supervisor shall communicate his/her decision, along with the reasons therefor, in writing on the grievance form, to the Union representative.

#### **Step 3 - Written Procedure #2**

- 7.3.10. If the grievance is not resolved in Step 2 or no disposition has been made within the required time limitation, the grievance may be submitted to the Superintendent within five (5) workdays after the answer from Step 2 or ten (10) days after expiration of the time limit, whichever is later. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal. Within ten (10) workdays after receiving the

submission of such grievance the Superintendent or his/her designee shall investigate the grievance giving the Grievant and the Federation a reasonable opportunity to be heard. He/she shall indicate his/her disposition of the grievance in writing within ten (10) workdays of such meeting. A copy of his/her decision shall be furnished to the Grievant and the Federation. The appeal to the Superintendent shall be in writing and shall state the reason for the appeal.

### **Arbitration**

- 7.3.11. If the grievance is not resolved at Step 3 above, and if it involves a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this Agreement, either the Federation or the Board may, at its option, submit the grievance to the American Arbitration Association for appointment of an arbitrator by written notice delivered to the Superintendent or to the Federation President, as the case may be, and the American Arbitration Association ten (10) workdays after receipt of the answer in Step 3. If no such notices are given within the ten (10) workday period, the answer from Step 3 shall be final and binding on the Federation, the employee(s) involved and the Board.

### **Powers of the Arbitrator**

- 7.3.12. It shall be the function of the Arbitrator, and the Arbitrator shall be empowered, except as powers are limited below, after due investigation to make a decision in writing, setting forth findings and conclusions in a case of a complaint that there has been a violation, misinterpretation or misapplication of any provision(s) of this Agreement.
- 7.3.13. The Arbitrator shall have no power to add to, subtract from, alter or modify any of the terms of this Agreement.
- 7.3.14. The Arbitrator shall not make any decision which requires the Employer to reinstate or reemploy any probationary employee.
- 7.3.15. The Arbitrator shall not make any decision on any case in which the grieving party has alleged any violation of statute.
- 7.3.16. The expenses of and the compensation for each and every witness and representative for either the Employer or the Union shall be paid by the party producing the witness or having the representative. The fees and expenses of the arbitrator including the expense of a transcript, if requested by the arbitrator, shall be divided equally between the Federation and the Employer for the decision rendered.
- 7.3.17. The Arbitrator's decision, when made in accordance with the jurisdiction and authority established by this Agreement, shall be final and binding upon the Union, the employee(s) involved, and the Employer.

## **ARTICLE 8**

### **Evaluations and Observations**

#### **Section 1 - Employee Evaluations**

- 8.1.1. All employees, upon employment and at the beginning of each work year, will be apprised of the specific evaluative procedures and criteria prior to conducting any formal evaluation.
- 8.1.2. Evaluation of employees will be based upon the sum total of formal and informal observations and the quality of work produced.

#### **Section 2 - Probationary Employees**

- 8.2.1. Probationary employees shall be observed for the purpose of evaluation at least two (2) times during the ninety (90) day probationary period. The probationary period for employees covered under this Agreement shall be ninety (90) days from the date of hire. Employee evaluation shall be performed by the employee's immediate supervisor.
- 8.2.2. Within a reasonable time after or at the conference, the employee will receive a written report of the evaluations.
- 8.2.3. At said conference, and on the written evaluation, the evaluator will specifically point out the employee's strengths and weaknesses and make suggestions for improvement.
- 8.2.4. Prior to placement in the employee's personnel file, the written evaluation shall be submitted to the employee for additional comments. The comments shall be incorporated into the final evaluation.
- 8.2.5. All copies of the final evaluations will be signed by both the employee and the evaluator. There shall be no additions, deletions or corrections after the signatures are affixed.
- 8.2.6. Copies of evaluations shall be furnished to probationary employees upon request of the employee and at employee's expense.

#### **Section 3 - Permanent Employees**

- 8.3.1. A permanent employee in their first five (5) full years of employment shall be observed for the purpose of evaluation at least once a year by his/her immediate supervisor. An employee that has at least five (5) full years of employment as of July 1 and has received a rating of "excellent" or "superior" on their most recent evaluation shall be evaluated at least every three (3) years thereafter. In this situation, an employee's last evaluation rating shall be the rating used for the purposes of Section 8.3.2. All procedures which apply to probationary employees apply also to permanent employee evaluations.
- 8.3.2. An Employee who has five (5) full years of service to the Employer and receives at least an "excellent" rating on their most recent evaluation shall receive a payment of \$200 in their last check in June. An Employee who has ten (10) full years of service to the Employer and receives at least an "excellent" rating on their most recent evaluation shall receive a payment of \$400 in their last check in June. If an employee terminates employment prior to the date of the last check in June they forfeit this payment.





## **ARTICLE 9**

### **Reprimands and Discharge**

#### **Section 1 - Reprimands**

- 9.1.1. Disciplinary interviews and reprimands will be considered in private. An affected employee will be notified in writing prior to an interview, fact finding, inquiry, etc. of their right to Federation representation by management. If any meeting turns into a disciplinary interview and/or reprimand, the affected employee may stop the meeting and ask for Federation representation. An affected employee will, however, have the right in all such instances to request the presence of a local Federation representative of his/her choice at said interview and, when such a request is made, the interview will not proceed until the representative is in attendance. The Employer shall have a similar right to include a representative of its choice at said meeting.

The right to choose a representative shall not be used to unnecessarily delay the interview process. Except as required by law, the initial interview will be conducted within fifteen (15) workdays after the date the Employer becomes knowledgeable of the identified/incident/event. Upon request, the Employer will provide the affected employee and the Federation with an update regarding the status of the investigation as frequently as a bi-weekly basis.

- 9.1.2. An employee shall be subject to dismissal, reprimand, suspension without pay, discipline or demotion only for just cause, demonstrable incompetence, willful abuse of administrative procedures, or when his/her behavior affects his/her performance in a negative fashion.

#### **Section 2 - Progressive Discipline**

- 9.2.1. The Superintendent or his/her designee shall conduct an investigation of any alleged act or omission that could lead to disciplinary action, as appropriate to the situation. The investigation shall include, at a minimum, providing the employee with reasonable notice and opportunity to respond to the complaint. If the investigation includes a meeting with the employee, prior notice of this meeting shall be provided to the employee.

An affected employee shall have the right in all instances to request the presence of a Federation representative of his/her choice at said meeting. When such a request is made, the interview shall not proceed until a representative is in attendance. The right to choose a representative shall not be used to unnecessarily delay the interview process.

Except for conduct, which on first commission, justifies discharge, the parties adopt the concept of progressive discipline designed to necessitate corrective behavior and agree that movement on the discipline list below may be imposed consistent with the seriousness of the Employee's conduct as determined by the Employer.

Discipline may include, but is not limited to:

- A. Verbal warning (memorialized in writing)
- B. written warning;
- C. written reprimand;
- D. suspension (paid or unpaid);
- E. discharge;

Additionally, nothing in this provision limits the District's right to take other appropriate action, such as placing an employee on administrative leave during the pendency of an investigation or issuing a counseling memorandum, which is non-disciplinary. If it appears that disciplinary action beyond written reprimand may be necessary, the administrator should contact the Superintendent to discuss the disciplinary action that is to be taken.

If discipline is to be imposed, the staff member, the Federation President, and the Federation Vice President shall receive a copy of the discipline and a copy of the discipline shall be placed in the employee's personnel file.

### **Section 3 - Discharge**

- 9.3.1. Dismissal of an employee, who has been employed by the district for less than ninety (90) days, shall not be grievable by the employee under the provisions of the Grievance Procedure included herein, provided:
- 9.3.2. The employee is furnished with written evaluations, based on direct observations, which evaluations specifically describe job-related deficiencies and contain constructive suggestions and/or methods for improvement under administrative guidance; and,
- 9.3.3. The employee, prior to the date of discharge, receives a definite written statement containing the reasons for discharge, which reasons are based upon the prior written evaluations.

## ARTICLE 10

### Seniority

- 10.1.1. An employee's seniority shall be defined as the length of continuous service with the Employer since his/her initial hiring date. "Initial hiring date" shall mean the date upon which the employee first reported for work as a full-time employee at the instruction of the Employer.
- 10.1.2. Absence from work due to illness, accident, sick leave of absence, or layoff, shall not be construed as a break in continuous service except as hereinafter provided. During an unpaid leave of absence the employee shall have his/her seniority frozen, not accumulated.
- 10.1.3. In the event an employee is transferred to a position outside the bargaining unit, he/she shall have his/her seniority frozen. Employees returning to the bargaining unit shall retain all rights provided for in this Agreement.
- 10.1.4. Probationary employees – there shall be no seniority for probationary employees. New employees hired under this Contract shall be considered as probationary employees for the first ninety (90) days of their employment.
- 10.1.5. An additional thirty (30) day probationary period may be assigned by mutual agreement between the Employer and the Union.
- 10.1.6. When an employee completes the probationary period, he/she shall be entered on the seniority list and shall rank for seniority from the date of original employment (first day worked). If more than one employee is hired on the same day, their seniority will be assigned by the Employer.
- 10.1.7. The Employer will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards as soon as possible after September 30<sup>th</sup> of each year and changes, as they occur, will be furnished to the Federation.
- 10.1.8. Probationary employees shall receive the same rights and benefits afforded to all other Employees in the bargaining unit unless specifically excluded elsewhere in this Agreement.
- 10.1.9. An employee shall lose his seniority for the following reasons:
  - 10.1.10. He/she quits or retires.
  - 10.1.11. He/she is discharged and the discharge is not reversed through the grievance procedure.
  - 10.1.12. He/she fails to return to work within ten (10) calendar days after the issuance by the Employer of notice of recall by registered or certified mail to the last known address of such employee as shown by the Employer's records.

- 10.1.13. It is understood and agreed that in the event of a curtailment of the work force, the Union representative shall be required to exercise his/her actual seniority under the terms of this Agreement until such time as actual seniority will no longer permit him/her to remain at work in the district, at which time the seniority clause provided for in this paragraph may be invoked. Notwithstanding his/her position on the seniority list, the Union representative of Unit III shall, in the event of a layoff for lack of work, be continued at work so long as there is a job within the district in Unit III for which he/she has the ability to perform and he/she shall be recalled to work following a layoff in the first open job for which he/she is qualified.
- 10.1.14. Former employees of WISD, if rehired, shall be treated as a new employee with seniority beginning at the date of rehire.
- 10.1.15. Any exception to the statement above shall only be with the consent and approval of the Union and the Employer.

## **ARTICLE 11**

### **Layoff and Recall**

- 11.1.1. When the Employer determines a reduction in the work force will occur, employees will be released in reverse order of seniority.
- 11.1.2. When a reduction in the work force occurs, the affected employee(s) has the right to “bump” into any existing position for which the employee is qualified and has more seniority than that of the employee currently in that position.
- 11.1.3. Laid off employees shall have their names kept on an active recall list for a period of two (2) years unless they submit a letter of resignation. The Human Resources office shall maintain said recall list and furnish the Union with updated lists.
- 11.1.4. Laid off employees shall have the first option to resume employment when staff expansion to former levels can resume or when positions become available, reemployment being granted to those with greatest seniority first.
- 11.1.5. Employees being recalled will be given ten (10) days from the date of the mailing of a certified letter of recall to indicate their acceptance or rejection of reemployment. Failure to respond within the ten (10) day period will terminate all employment rights. It is the responsibility of the employee to keep the Employer informed at all times of any change in address including temporary situations.
- 11.1.6. In the event of layoff, the President (if a Unit III member), Vice President of Unit III, and the Treasurer (if a Unit III member) shall be the last to be laid off in the Unit.

## **ARTICLE 12**

### **Personnel Records**

- 12.1.1. By appointment with the Human Resources office, a staff member shall be allowed to review the contents of his or her personnel file. Privileged information sought at the time of employment is specifically exempted from review. Only one central personnel file shall exist.
- 12.1.2. Any material not shown to an employee and initialed by him/her, which initialing shall signify only that the employee has read the material and not that he/she necessarily agrees with the contents within three (3) days after receipt, shall not be permitted as evidence in any grievance or any disciplinary action against such employee. In the event that said employee wishes not to initial material shown to him/her, the Employer shall request that the Union sign a statement that this material was presented to the affected employee.
- 12.1.3. No evaluations, correspondence, or other material making reference to an employee's competence, character, or manner shall be kept or placed on file without the employee's knowledge and opportunity to attach his/her own comments.
- 12.1.4. If evaluations and correspondence in the employee's file are unfavorable and the employee has overcome the problems which resulted in these unfavorable reviews, then the employee may request that the unfavorable material be expunged from his/her personnel file. The request may be made to the employee's immediate supervisor or the Assistant Superintendent, Business Services or his/her designee. At least one year must have elapsed between the date of the unfavorable review or correspondence and the date of the request to expunge the records.
- 12.1.5. Each file shall have an access log which lists the date and individual accessing the file.

## **ARTICLE 13**

### **Personnel Procedures**

#### **Section 1 - Vacancies and Postings**

- 13.1.1 A vacancy is defined as a position which is created by expansion, resignation, discharge, or promotion and which the Employer determines to fill within a reasonable time. Whenever a vacancy in the WISD shall occur, the Employer will publicize the vacancy by:
- 13.1.2 The Employer shall notify any employee by email to each member's work email address that job vacancies are posted. If an employee is on a leave greater than ten (10) work days, the employee will notify the Office of Human Resources and Legal Services of their interest regarding vacancies in writing, before the first day of the leave and shall include the address where they can be contacted during the leave.
- 13.1.3 Whenever a Unit III vacancy occurs, the Employer shall give written notice to the Federation Vice-President prior to postings. Vacancies shall be concurrently posted internally and externally for ten (10) calendar days. Unit III candidates with the previous experience and qualifications to meet the essential duties of the position shall be interviewed, and a hiring determination made prior to any consideration of external candidates.

## **Section 2 - Transfers**

- 13.2.1. After being employed for one year, employees who have the same job description, who work the same shift in the same building, may then mutually agree to transfer assignments. Any such request must be made in writing and approved by the Assistant Superintendent, Business Services. Any transfer which is approved under this Section will be for the term of the Master Agreement.
- 13.2.2. When the Employer determines an involuntary transfer is necessary, the affected employee(s) will be given the reason(s) in writing for the involuntary transfer. The affected employee's scale shall not be diminished. For purposes of clarification, transfers due to layoff are not considered involuntary transfers.

## **Section 3 - Promotions**

- 13.3.1. Promotions within the unit shall be made on the basis of seniority and qualifications. The senior qualified employee shall be granted a trial period of not more than thirty (30) working days to determine:
1. His/her desire to remain on the job;
  2. His/her ability to perform on the job.
- 13.3.4. In the event the senior applicant is denied the promotion, reasons for the denial shall be given in writing to such employee.
- 13.3.5. If an employee accepts a promotional opening through this procedure and then reverts back to his/her former job assignment at his/her request, he/she will forfeit the right to bid on a promotional opening for a period of one (1) calendar year.

## **Section 4 - Temporary Assignments**

- 13.4.1. Filling of temporary vacancies with regular employees shall be voluntary and on the basis of seniority. The most senior employee shall have first opportunity to fill or turn down this position.
- 13.4.2. Employees filling such a vacancy shall be paid at the higher rate of pay for the position.
- 13.4.3. Filling of temporary vacancies of one to ten days in duration shall be at the discretion of the Employer. Known vacancies (i.e. annual, extended sick leave or leave without pay) of eleven (11) days or more will be filled by adding a substitute employee who shall be assigned to the regular work assignment of the vacated position.

## **Section 5 - Job Description**

- 13.5.1. The Employer, after consultation with the Union, shall have the final authority for creating new job descriptions or modifying current job descriptions. In the event that a particular description has been updated, the Employer will provide a copy of the updated description to the Union and the affected employee. Upon hire of a new employee, the Employer will provide a copy of the job description to said employee. The Employer will also provide a copy of the job description to an employee who is to be trained in a new area of responsibility, when requested by the employee.

## **Section 6 - Reimbursement for Training**

- 13.6.1. Reimbursement will be given for attending a workshop, in-service training seminar, self-improvement course or other related growth activity, which is of such nature specifically designed to provide on-the job improvement for which prior approval has been obtained in writing from the Employer.

## **Section 7 – Joint Employer/Union Committee**

- 13.7.1. A joint ad hoc Employer/Union committee will convene as needed to discuss buildings and grounds needs of the district that may be able to be met by providing reasonable educational opportunities to employees.

## **Section 8 – Temporary Additional Custodial Care**

- 13.8.1. The employee will meet at least once a month with the Assistant Superintendent for Administrative and Support Services or designee to review the need for additional temporary custodial care.

# **ARTICLE 14**

## **Leaves of Absence**

### **Section 1 - Special Leaves**

- 14.1.1. After an employee has been employed for one (1) year or more, the employee may be granted up to a one (1) year leave of absence without pay or fringe benefits subject to approval of the Superintendent or his/her designee for the following reasons::
1. Prolonged illness in the immediate family;
  2. Illness (physical or mental).
- The Superintendent may waive the above referenced one (1) year requirement.
- 14.1.4. Leaves of absence may be granted at the discretion of the Employer for reasons other than those listed above when they are deemed beneficial to the employee and to the Employer.
- 14.1.5. Written application for such leave shall be made by such employee to the Assistant Superintendent, Business Services. In computing service to determine the employee's position on the salary and classification schedule, the time spent on leave shall not be counted as active service. Leave of absence, as described above, shall be without compensation from the Employer. Employees returning from leave of absence will be entitled to fill the first vacancy for which they are qualified.

### **Section 2 - Public Office**

- 14.2.1. Requests for leave without pay to serve in an appointive or elective federal or local office shall be granted by the Employer. Such leaves will be limited to the period of the initial appointment or election. Requests for extension may be made prior to or upon reappointment or reelection.

## **Section 3 - Childcare Leave**

### **14.3.1. 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>1</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.

### **14.3.2. 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 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 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.

#### **Section 4 - Sick Leave**

14.4.1. Sick leave shall be defined as:

1. Personal illness of the employee due to infectious disease, contagious disease, organic defects, and mental disorders. Sick leave shall also include a physical disability caused as a result of accidental injury.
2. Illness or injury in the immediate family up to one-hundred-twenty hours within three consecutive fiscal years (July 1-June 30), without the approval of the administrator.

Up to forty (40) hours may be taken for bereavement in the immediate family. Employees must submit the request(s) to his or her immediate supervisor. Additional time for bereavement may be approved upon request to the Superintendent. Should the employee decide to use personal leave for this additional time, an exception to the two (2) day notice for use of personal leave will be made. Sick hours used for purposes of bereavement shall be excluded in determining qualification for the lump sum bonuses in 14.4.9 and 14.4.10.

For purposes of illness of the employee or illness or injury in the family, family is defined as

Spouse, domestic partner, parent\*, children\*, grandchildren\*, spouse or domestic partner's parents\*, grandparent\*, and sibling\*. (The asterisk \* means biological, step, adoptive, or foster).

The Employer shall have the right to request whatever documentation it feels is necessary to determine the person in question meets the above definition.

In the event of an extenuating circumstance, the employee may make a request in writing to the Superintendent.

- 14.4.2. Each full-time employee shall be entitled to accumulate paid sick leave at the rate of ninety-six (96) hours per year. Sick leave will be advanced to employees at the beginning of each contract year. If an employee does not work the full contract year, sick leave will be prorated for the year based on the number of hours worked versus 2080 potential work hours.

A full-time employee may be eligible for an additional forty-eight (48) sick leave hours beyond the ninety-six (96) sick leave hours as defined above. The employee must have fully exhausted all ninety-six (96) hours as defined above. Medical documentation supporting the employee's inability to work shall be provided to the Employer within a reasonable time upon the employee's return to work. None of the additional forty-eight (48) hours can be added to the sick leave bank, nor do they accumulate from year-to-year.

- 14.4.3. Unused sick leave as of June 30 of each contract year shall be accumulated into a sick leave bank for each employee. Unused emergency bank leave days as of June 30, 2008, will be transferred to the accumulated sick bank. An employee's unused sick bank as of December 31, 1997, will also be added to the accumulated sick bank.

A terminal leave payment of all accumulated unused sick leave above 800 hours will be paid upon retirement of the employee at a rate of \$9 per hour. The payment will be made under the terms of the Michigan Public School Retirement Law and shall not exceed \$9000, provided that a 90-day notice is given. This notice may be waived by the Superintendent.

A terminal leave payment of all unused sick leave above 960 hours will be paid upon resignation at \$9 per hour, up to a maximum of \$2,800 provided that a ninety (90) day notice

is given. This notice may be waived by the Superintendent. An employee will only be entitled to either the resignation or the retirement payment outlined above, but not both.

- 14.4.4. The Employer may require that an employee submit to physical or medical tests and examination by an Employer-appointed doctor when such tests and examination are considered to be of value to the Employer in maintaining a capable work force, employee health and safety, etc., provided, however, that the Employer will pay the cost of such tests and examination.
- 14.4.5. If the employee disagrees with the results of the Employer examination, he/she may elect to select his/her own physician for a second opinion at his/her own expense.
- 14.4.6. The Employer may require that an employee provide specific medical data from his/her doctor for any absences beyond six (6) days (48 hours) per year or for an absence of three (3) consecutive workdays. If such medical data is not provided to the Employer within a reasonable time, disciplinary action by the Employer will be taken.
- 14.4.7. The Employer may require an employee to submit doctor data that verifies illness when and after the Employer establishes a record of personal illness usage that shows a pattern of usage (e.g., Monday or Friday).
- 14.4.8. Acceptable employee usage of sick leave will be forty-eight (48) hours or less per year (July 1 – June 30). A conference regarding usage of sick leave may occur at any time. Absences beyond eighty (80) hours per year may be grounds for disciplinary action. A pattern of unacceptable use of sick leave may result in the use of Article 9, Section 2.
- 14.4.9. A full-time employee who has used sixteen (16) hours or less of sick leave of any type, excluding bereavement, during the preceding contract year shall qualify for a lump sum bonus equal to \$750. For the purposes of this provision, unpaid leave of any type, excluding disciplinary leave, will be counted as sick leave.
- 14.4.10. A full-time employee who has used forty-eight (48) hours or less of sick leave of any type, excluding bereavement, during the preceding year shall qualify for a lump sum bonus equal to \$250. For the purposes of this provision, unpaid leave of any type, excluding disciplinary leave, will be counted as sick leave.
- 14.4.11 Sick Day donation  
All employees in Units I, II, and III (Federation Members) may donate up to 37.5 hours (5 days) of his/her accumulated sick leave to another Federation Member who has used (or shall use) all of his/her sick leave and is experiencing a long-term medical condition or impending death of a family member (as defined in Article 14.4.5 of the contract). A transfer of sick leave is only allowed if the donating employee's wage is greater than or equal to the recipient's wage. A Federation Member may not receive more than a total of three hundred and thirty-seven and a half (337.5) hours/(45 days) during the period of a fiscal year. An Employee shall not receive more than three hundred and thirty-seven and a half hours (337.5)/(45 days) hours during the employee's duration of employment with the Employer.

An employee's participation is strictly voluntary. An employee who wants to transfer earned sick leave to a Federation employee of their choice may apply to do so by completing the Transfer of Sick Leave form and submitting it to the Human Resources Department. Any employee that wants to utilize sick leave (donated or otherwise) must

complete the standard leave of absence request form furnished by Management and follow the procedure set forth in the Federation Collective Bargaining Agreement(s).

Donated days shall not be counted against the donor related to any provision regarding acceptable use of sick leave.

### **Section 5 - Military Service**

- 14.5.1. An employee who is in the Armed Forces Reserve or the National Guard shall be paid the difference between his/her military pay and his/her contractual salary when he/she is on full-time active duty for a maximum of two weeks per year. 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.

### **Section 6 - Personal Business Leave**

- 14.6.1. Each full-time employee who has completed the probationary period shall be allowed up to twenty-four (24) hours per school year for personal reasons.

The employee will request approval from the immediate supervisor two (2) days in advance of the leave date.

Staff members will not be granted personal leave with less than two (2) days' notice. In the case of an emergency, personal leave may be granted upon notification to the immediate supervisor. Such notification shall take place in person or by a direct phone conversation. Unused personal business days shall be added to the emergency sick leave bank at the end of the fiscal year.

### **Section 7 - Gainful Employment**

- 14.7.1. Leaves of absence for the purpose of gainful employment elsewhere shall not be granted.

### **Section 8 - Jury Duty**

- 14.8.1. An employee who is who is a regular full-time seniority employee shall be granted a leave of absence not deductible from earned sick leave to perform Jury Duty. The employee shall be paid the full amount he/she would have earned for each day in which the employee reports for or performs Jury Duty and on which he/she 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 submits a Leave of Absence request via AESOP or other computerized management system and provide the Human Resources Department the following:

- A copy of the Jury Duty Summons (in advance); and
- Documentation that supports the days of service (after service is complete).

- 14.8.2. The Employer reserves the right to ask to have the employee excused from Jury Duty, and the Employee agrees to assist the Employer in this effort if requested.

### **Section 9 – Employment Related Absence (Worker’s Compensation)**

- 14.9.1. An employee who suffers injury compensable under the Worker's Compensation Act shall not have the absence charged against his/her sick leave. The Employer shall maintain complete coverage under terms of the Michigan Workers' Compensation Act to insure that employees shall be entitled to appropriate compensation under the Michigan Workers' Compensation Act.

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 Worker’s Compensation benefit payments and shall, at his/her option, be compensated in either one of the following two methods. For each Worker’s Compensation claim in excess of eight (8) days, the choice of the employee, once made, shall remain unchanged:

1. The benefits for which he/she is eligible under the Worker's Compensation Act with no deduction from sick leave or;
2. The benefits for which he/she is eligible under the Worker's Compensation Act supplemented by the difference necessary to equal his/her net 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.

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 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. The Employer's responsibility under this section shall end upon cash settlement of a Workers' Compensation claim.

### **Section 10 - Return from Leave**

- 14.10.1. Requests for reinstatement following a leave, for any reason, shall be filed in the Human Resources office one month or more in advance of the scheduled return date.

### **Section 11 - Subpoena**

- 14.11.1.
- 1) Work Related - In the event an employee is called under subpoena to testify in any proceedings affecting the District, he/she 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 testimony, the staff shall return to work.
  - 2) Personal - In the event an employee is called under subpoena to testify in any proceedings, not related to his/her professional capacity with the District, the employee may use accrued personal leave, pre-approved flex time or unpaid hours to attend. In order to qualify for this provision, the employee must provide a copy of the subpoena to his/her immediate supervisor and the HR Department in advance of the requested absence.  
*(Example of personal proceedings: Divorce, Custody, Property, etc.).*
  - 3) Not Work-related/ Personal: In the event an employee is called under subpoena to testify in any proceedings that are not work related or personal, he/she 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:
  - 4) Upon return to work if the employee works in the TLC Building or High Point;  
or
  - 5) within seven (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 seven (7) calendar days of the receipt of the subpoena. Upon completion of his/her testimony, the employee shall return to work as soon as is

practicable.

*(Example of Not personal or work related: Employee is witness to a crime.).*

## **ARTICLE 15**

### **Absences**

#### **Reporting Absences**

- 15.1.1. Employees calling in to report intended absence shall place the call to the designated supervisor or the designated clerical personnel. Each such call shall include the reason for the absence. Failure to properly report intended absence may result in loss of pay.
- 15.1.2. An employee may seek reclassification of leave with supervisor approval [Ex: If an employee is approved for an annual day on July 1st and is subsequently sick on July 1st, the employee may seek reclassification from his or immediate supervisor]. An updated (approved) absence form must be submitted to the Business Office no later than (30) days from the absence at issue.

## **ARTICLE 16**

### **Substitutes**

Not applicable to Unit III Contract. See Section 13.4.3.

## **ARTICLE 17**

### **Emergency Closings**

- In the event that a WISD building is closed (either all day or part of a day) due to weather conditions or other Acts of God, employees that are normally assigned to said building shall not have to report to work, and they will receive their normal day's wages for the established closure period. If a Unit III employee is required to report when other Unit III staff are not or when their normally assigned building is closed, then they shall receive pay at a rate of one and a half times their normal rate.
- 17.1.2. If an employee is asked to come in to perform essential duties but is unable to do so, they shall use vacation or personal leave to cover their absence.

## **ARTICLE 18**

## **Work Schedules**

### **Section 1 - Work Week**

- 18.1.1. Facilities and Operations employees - the regular work schedule shall consist of five (5) consecutive eight (8) hour days Monday through Friday. Normal hours for employees working a forty (40) hour week shall consist of an eight (8) consecutive hour workday plus an unpaid one-half (1/2) hour lunch period.
- 18.1.2. Employees will develop a yearly calendar of workdays for approval by their supervisor. The work calendar will be filed in the Human Resources office. In developing the work calendars, it is acknowledged that the needs of students and service to constituent districts are of paramount importance. In scheduling workdays, a senior employee has preference should a conflict arise between the proposed schedules of employees. If an employee's schedule needs to be revised, a revised calendar will be submitted to the Employer as soon as is practicable.
- 18.1.3. The regular starting times of work will be as follows:
- First Shift – Between 5:30 a.m. and noon
- Second Shift - Between 12:01 p.m. and 6:00 p.m.
- Flex Shift - One custodial position may be scheduled for Tuesday through Saturday to accommodate groups using the facility. This position will be entitled to the same shift premium as afternoon custodial assignments.
- Flex Shift hours for Tuesday through Saturday will be established based on eight (8) hour blocks of time and shall be determined in a manner that best meets the needs of the Employer.
- Unless mutual agreement on a change in shift hours can be reached between an employee and the Employer, an employee must be provided ninety (90) days' notice prior to making a revision in the employee's shift hours. This notice requirement pertains only to this section of the contract and specifically excludes alterations referred to in 18.1.4. and 18.1.5. Shift revisions of this nature, for each employee, will not occur more than once every twelve months.
- 18.1.4. When the Employer deems it necessary, a temporary alteration in the established shift hours may occur. Most alterations are anticipated to be for one (1) day, but a temporary alteration could be up to two (2) days. Alterations of this nature shall not occur more than three (3) times in any given month for each employee.
- In the event that a temporary alteration in shift hours occurs due to a meeting/activity that the employee is required to attend, time spent in the meeting/activity will be included in the regular eight (8) hour shift.
- 18.1.5. In the event that the Employer determines an adjustment in the employee's work schedule is necessary for other than that stated in 18.1.3 or 18.1.4 the Employer will meet with the Union to discuss the circumstances and reach mutual agreement before the adjustment is made.
- 18.1.6. If a second shift employee is on leave for greater than a two-week period, the employer will not require an individual employee to assist in performing the absent employee's assigned responsibilities more than four (4) times per month without assigning a substitute employee or awarding overtime to the individual employee. The substitute assignment or awarded overtime will be a minimum of four (4) hours.



## Section 2 - Rest Periods

- 18.2.1. Employees may take a rest period of not more than fifteen (15) minutes for each half day of work at times scheduled by the Employer. The rest period is intended to be a recess to be preceded and followed by an extended work period. If an employee is working longer than a regular eight and one-half (8 1/2) hour shift, a fifteen (15) minute rest period will be taken. If the overtime exceeds regular shift hours by six (6) hours, an additional thirty (30) minute unpaid rest period/break will be taken. It is expected that the rest periods/ breaks shall be taken somewhere near the middle of the overtime period, not at the beginning or end of that period.

During the rest periods, staff are to remain in the building to which they are assigned unless other arrangements are approved by their supervisor. The supervisor must approve the timing and location of all rest periods.

## Section 3 –Extra Work

- 18.3.1. If an employee is required to report to work for an emergency situation for a period of time not adjacent to their normal work shift, the employee will be paid a minimum of three (3) hours (which includes drive time), for the emergency situation.

All work performed or paid leave taken in excess of forty (40) hours per week (Monday – Saturday) for buildings and grounds employees shall be paid at the rate of time and one-half.

- 18.3.2. Double time will be paid for all hours worked on Sundays or holidays.

- 18.3.3. Overtime falls into three classifications:

1. ***Scheduled building overtime*** - the Employer will meet with the staff monthly for purposes of overtime assignments. Employees will, on the basis of seniority, select overtime assignments that are known at that point. Overtime assignments which are brought to agency attention after a meeting date but are scheduled to occur after the subsequent meeting date, will be assigned as Scheduled Overtime at that next meeting. During each meeting, employees will declare whether they wish to work scheduled overtime, unscheduled overtime, and grounds overtime for the succeeding period.

To be eligible for scheduled overtime, an employee must be present at the meetings. In the event an employee has an extenuating circumstance and cannot attend the meeting, the Union representative, if requested, can on the basis of the affected person's seniority, select scheduled overtime assignments on the employee's behalf.

For scheduled overtime only, compensatory time may be granted as an alternative to time-and-one half payment for overtime. The granting of compensatory time will be at the discretion of the Employer. Compensatory time must be used within two weeks of working the extra time. The employee must request approval of the immediate supervisor three days in advance of the use of the compensatory time.

2. **Unscheduled building overtime** - overtime due to illness, vacation, or meetings and events scheduled after one of the normal five times per year Assignment of Scheduled Overtime meetings.
3. **Grounds overtime** which is by nature unscheduled.

- 18.3.4. Scheduled overtime will be assigned on a rotating basis. The rotation will begin July 1 with the highest seniority person selecting first, second seniority person selecting second, etc. until scheduled overtime for that period is assigned. Subsequent scheduled overtime assignments will begin with the person following the last person assigned scheduled overtime. This process will be repeated until all overtime dates for the period have been scheduled.

If a person cannot work a scheduled overtime date, he/she may trade dates with another person scheduled for future known scheduled overtime and then notify the Chief Custodian of the date trade. If he/she does not wish to ask or cannot trade dates, he/she may contact the Chief Custodian, who will contact the next person on the scheduled overtime rotation list who was present at the scheduled overtime meeting when the scheduled overtime was first selected. Should that person decline the affected scheduled overtime, the next person eligible will be contacted, and so forth until a replacement is found.

- 18.3.5. The Employer will determine when unscheduled building overtime is needed. Unscheduled Building overtime will be mandatory. A supervisor will schedule a staff meeting within the last five (5) days of every month to develop the following month's mandatory overtime schedule as part of the agenda.

The remainder of this section shall only apply when there are more than four members of Unit III. When there are four or less members of Unit III, the Employer shall have the right to assign overtime at its discretion after consultation with each of the Employees. The Employer will attempt to distribute overtime opportunities between the employees.

The number of days for the following month will be divided by the number of employees rounded down to the nearest full number. By order of seniority, each employee will select that number of days for that month that s/he will be the designated mandatory overtime employee.

In the event an employee has an extenuating circumstance and cannot attend the meeting, the Union Representative will select the mandatory overtime days at the scheduled monthly meeting for the absent employee, provided the employee has notified the supervisor prior to the meeting to this effect. Supervisor will assign mandatory overtime days to these employees not in attendance or represented by Union Representative. Remaining days for the month will be assigned by the supervisor with all attempts to equally distribute remaining days throughout the year.

At the monthly overtime meeting, up to two employees may choose to serve as the alternate(s) in the event the designated employee is unable to work. Employees will choose to be an alternate in order of seniority. If the alternates are unable to be contacted or choose to not work, the designated employee must find another Buildings & Grounds employee to work their assigned overtime.

If the employee is unable to work the assigned overtime on their scheduled mandatory overtime day, the employee may confer with another building and grounds employee to work their assigned overtime. Both employees will notify Employer, in writing, of the change.

If the employee refuses to work on their scheduled mandatory overtime day, or cannot find a replacement, when directed by the Employer, an amount equivalent to the amount of overtime refused will be charged as sick leave. Sick leave charged related to this provision will be excluded in the determination of acceptable use of sick leave in Section 14.4.8.

If the employer is not contracting for snow removal service, the grounds/maintenance position will be excluded from this overtime list unless all custodians have first been offered the overtime and have refused. In such a case, the grounds/maintenance person will be offered the overtime.

- 18.3.6. In all cases of grounds overtime - primarily snow removal - the overtime will be offered first to the grounds/maintenance person. In the event that employee refuses the request to work overtime or if there is a need for additional help, then snow removal overtime will be offered to the qualified custodian with the most seniority following the seniority list on a rotating basis. Refusal of overtime will count the same as working overtime. Custodians who have not previously worked grounds overtime or who are not able to operate the equipment will be trained to operate the equipment on their own time by notifying the Chief Custodian that they wish to be called when the opportunity for training exists.
- 18.3.7. Employees will be given consideration to perform non-routine buildings and grounds work which does not require a licensed or highly experienced contractor. Employees will be required to provide an estimate of time and materials list. Compensation for such work which cannot be accomplished in the employee's regular shift will be at the regular hourly overtime rate.

#### **Section 4 - Holidays and Vacations**

- 18.4.1. Thirteen (13) paid holidays will be included in each annual calendar as follows:
- 18.4.2. Independence Day and (for twelve (12) month employees)
- The day prior to Independence Day when Independence Day falls on Tuesday or
  - The day following Independence Day when Independence Day falls on Thursday.

Labor Day

Thanksgiving Day and the day following

A winter recess of six (6) or seven (7) workdays:

A Six (6) Day Winter Break when the Independence Day holiday is a two (2) day holiday  
or

A Seven (7) Day Winter Break, two (2) additional days when the Independence Day holiday is a single day holiday.

Martin Luther King, Jr. Day

Memorial Day

- 18.4.3. Should such a holiday fall on Saturday, Friday shall be considered as the holiday. Should such a holiday fall on Sunday, Monday shall be considered as the holiday. Holidays occurring during an employee's vacation period shall not be charged against vacation time.
- 18.4.4. The employer will decide each year by October 1 when the Teaching and Learning Center will be open during the winter break and will communicate the decision to the Federation Vice President. If there are no projects planned by the employer during the winter break for which employees will be needed on certain days, the employees will work with their supervisor to schedule the days each employee will take as holidays during the winter break (as determined by the High Point school calendar). Based on the above language, the

employer will identify any required workdays each employee is required to work over winter break no later than the Wednesday prior to the Thanksgiving break.

- 18.4.5. Holiday pay shall be granted only if the employee worked the last scheduled working day prior to and the next scheduled working day after such a holiday or is on an authorized paid leave. Paid leaves shall mean jury duty and vacation. In addition, absence due to illness covered by sick leave shall also be included as a paid leave. The Employer may request medical verification of illness in instances when an employee is on sick leave prior to or after a holiday.

18.4.6. Earned Additional Holiday Credit

Based on years of service and qualification for the sick leave incentive as defined in 14.4.9 for the prior year, employees with 10 or more years of service will qualify for one (1) Floating Holiday scheduled with the approval of their supervisor. No more than two (2) people shall elect the same Floating Holiday. The Floating Holiday shall be scheduled on a national or religious holiday not currently identified in the contract by October 1st of each year, ~~2015~~.

Based on years of service and qualification for the sick leave incentive as defined in 14.4.9 for the prior year, employees with 20 years or more of service will qualify for one (1) additional Floating Holiday. No more than two (2) people shall elect the same Floating Holiday. The Floating Holiday shall be scheduled on a national or religious holiday not currently identified in the contract by October 1st of each year, ~~2015~~.

- 18.4.7. All full time twelve (12) month employees shall be granted a vacation with pay computed as follows:

- 1 - 5 years of service - 80 hours annually
- 6 - 10 years of service - 120 hours annually
- 11 or more years of service - 160 hours annually

Vacation leave will be advanced to all full-time employees at the beginning of each contract year (July 1). If an employee does not work the full contract year (through June 30), vacation leave will be prorated for the year and considered earned on a monthly basis for each complete month worked.

- 18.4.8. Employees may not use annual leave during the ninety (90) day probationary period and may not accumulate any more than forty (40) annual leave hours per year to add to continuing accumulation after the first year of employment. Beginning with the 2016-2017, 2017-2018 & 2018-2019 fiscal year, an employee may only carry forward into the following fiscal year up to one hundred and sixty (160) working hours. Annual leave extending more than one hundred and sixty (160) work hours must have prior approval of the Assistant Superintendent, Business Services.

- 18.4.9 All vacation time must be requested and delivered to the Assistant Superintendent, Business Services or his/her designee at least seven (7) days prior to the date the vacation period is to begin. In scheduling vacation time, a senior employee has preference provided application is made sixty (60) days in advance. During the district's winter recess, all employees may be required to work on the days not identified as holidays by the employer. All other requested vacation leave time shall be granted on the earliest date of submission to the Assistant Superintendent, Business Services or his/her designee.

- 18.4.10 Vacation leave shall be scheduled when practicable according to the desires of the employee and the approval of the employee's immediate supervisor.

## **ARTICLE 19**

### **Working Conditions**

#### **Section 1 - Work Space**

- 19.1.1. The Employer shall provide each employee with a lockable locker that the employee can use for his/her personal belongings.

#### **Section 2 - Materials and Equipment**

- 19.2.1. Each employee shall be responsible for all equipment and/or materials assigned to him/her. Any equipment and/or materials broken, destroyed, lost or stolen must be reported to the immediate supervisor and/or Assistant Superintendent, Business Services or his/her designee within two (2) days of the occurrence, or as soon as the employee becomes aware of the incident.
- 19.2.2. The Board shall reimburse an employee for personal property which is damaged during work-related activity, provided such property (including eyeglasses and clothing) is of the type which would normally be expected to be brought to the workplace. To receive such reimbursement, the employee shall report such damage to the Assistant Superintendent, Business Services or his/her designee, who shall be responsible for approving the request. The Employer will review the facts and circumstances of each situation to determine if a reimbursement will be made. The determination will be made within a reasonable time period.
- 19.2.3. The Employer will supply all custodial staff with the following uniforms once employee completes their initial probationary period:
- A. In an employee's first year of employment, five short sleeve and five long sleeve shirts/blouses with the employee's name, pocket (if staff chooses) and WISD logo embossed on the garment.
  - B. Annually thereafter by December, a combination of five long sleeve and short sleeve shirts/blouses with the employee's name. pocket (if staff chooses) and WISD logo embossed on the garment. If the employee chooses to receive less than five (5) garments, the amount equal to the value of the garments shall be added to their reimbursable clothing allowance as outlined in Section 19.2.3.E.
  - C. In an employee's first year of employment, one winter-weight jacket, and as determined by the employer after that but at least every five years.
  - D. The style(s) of the shirts/blouses/jacket will be mutually agreed to by employees and Employer.
  - E. Employee will have a \$200 (two hundred dollars) yearly allowance to purchase additional work clothing to do their job. (i.e. pants/alterations, carharts, jackets, sweatshirt, gloves, boots, etc.). The employer will identify items in a catalog(s) that

the employees can utilize for their purchases. If an employee chooses to purchase an item from outside the catalog, the employee will attempt to obtain preapproval of the item(s) to be purchased from the supervisor during the supervisor's normal work hours. If an employee purchases an item without the preapproval of the supervisor, they will obtain the supervisor's approval within one week of the purchase. Employees should not remove tags from items and retain the receipt so an item can be returned if it is not approved for reimbursement.

Reimbursement requests, which includes the purchase receipt(s) will be submitted during the months of October, January, and March. If sales tax is charged, it cannot be reimbursed. Reimbursements will be reviewed by the supervisor within 30 calendar days.

With the approval of the immediate supervisor, a replacement uniform shirt will be provided when, through the course of daily use or a single incident, the garment is no longer presentable.

Custodial staff will be expected to maintain the uniform shirt and wear the garment during hours of employment.

### **Section 3 - Health and Safety**

- 19.3.1. If an employee is aware of a situation which poses a threat to the health and safety of the students and/or staff at High Point and WISD, he/she will inform his/her immediate supervisor of the situation. If the hazardous situation persists, the employee will put his/her concerns in writing and submit it to the Assistant Superintendent, Business Services.
- 19.3.2. All employees will be provided reasonable supports and training in advance of work assignments. Should an employee be asked to perform a task for which he/she believes they are not adequately trained or have the appropriate supports/equipment, the employee shall reduce to writing their statement of concern and request that the supervisor get an opinion from the next level supervisor before meeting the expectation of performing work. The employee will receive communication from the next level supervisor as to their response/opinion of the concern.
- 19.3.3. At the beginning of each school year and after return from the winter break, employees will be notified of those rooms and areas in which students carrying infectious diseases are located, in order that the employees will take the necessary precautions. Employees will be notified of the area in those cases where a new student enters High Point carrying an infectious disease.

### **Section 4 - Work Requests**

- 19.4.1. All requests for maintenance and repair work will be received by the Assistant Superintendent, Business Services or his/her designee through the online maintenance request system. He/she will deliver them directly to the persons responsible to complete the assignment. If employees are asked by other staff to perform maintenance or repair work, the employee will direct the staff person to enter a work order through the online maintenance system. In cases of emergencies employees will contact their supervisor to get direction, if the supervisor is unavailable, employees will contact the next appointed person. An emergency would be a condition where, if not addressed, the condition would create an issue of health, safety,

security, or damage to property or equipment. If no supervisor is available employees will address the emergency and submit the work order or have the employee who had emergency submit the work order.

- 19.4.2. These requests will be initialed by the person doing the work at such time as the work is completed and returned to either the Assistant Superintendent, Business Services or his/her designee.

## **Section 5 - Protection of Staff**

- 19.5.1. If an employee is legally complained against and/or sued by reason of disciplinary action taken by the employee against a student, the Employer shall provide legal counsel and render all necessary assistance to the employee in his/her defense, provided the Employer determines the employee has acted within the scope of Board policy, professional behavior and ethical considerations. The sole determination shall be made by the Employer, and the decision of the Employer shall not be subject to the grievance procedure, up to and including arbitration, provided: that prior to making its decision, the Employer will provide the employee with copies of the materials to be used in making its decision and shall allow the employee the opportunity to be heard, if the employee so requests. This determination can be reconsidered by the employer if new evidence/information is brought forth.

## **ARTICLE 20**

### **Mileage**

- 20.1.1 If an employee is required by the Employer to drive his/her personal vehicle for work-related purposes, the employee will be reimbursed for his/her mileage at the current IRS-defined business use mileage reimbursement rate in accordance with the Employer's mileage reimbursement rate guidelines.

## **ARTICLE 21**

### **Resignation and Retirement**

- 21.1.1. Any employee desiring to resign shall submit his/her resignation in writing to the Assistant Superintendent, Business Services a minimum of two (2) weeks or ten (10) working days prior to the effective date of resignation.

## **ARTICLE 22**

### **No Strike Clause**

- 22.1.1. The Union and its members agree that during the life of this Agreement, it will not directly cause, encourage, or participate in any strike, work stoppage, or any other type of concerted activity which has the effect of disrupting or interfering with the normal educational activities of the WISD.

## ARTICLE 23

### Health and Welfare

- 23.1.1. The Employer will provide, upon application, to full time Unit III employees, a flexible Compensation plan as outlined below.
- 23.1.2 A joint Employer/Union committee will meet at least two times per year to review the financial results of the Plan and to recommend options for plan modifications. If financial information is not available prior to October 1, the committee will meet as soon as possible at a mutually agreeable time.
- 23.1.3 If an Employee's spouse and/or dependent has 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.
- 23.1.4. Employees that have a hire date of the 1<sup>st</sup> through 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> through 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.
- Upon an employee's termination, employees will be charged a one-half month employee contribution and benefits will terminate on the termination date.
- 23.1.5. For the current benefit guide, visit the district website under the Business Services>Staff Documents section.
- 23.1.6. 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. 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 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.



- 23.1.7. A joint Union/Management committee will meet at least two times per year working collaboratively to identify an appropriate wellness plan and incentives to reduce overall health care costs.
- 23.1.8. Notwithstanding any other provision of this Agreement, 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 parties agree that the District may amend the health plan to the extent necessary in order to ensure compliance with the ACA. The parties agree that discussion of any health care plan changes as a result of the ACA will take place in the Health Care Committee that includes representatives from Unit III. Upon request by either party, the agreement will be re-opened for the limited purpose of bargaining over the effect of any amendment made to the health care plan as a result of the District’s required compliance with ACA and Public Act 152 of 2011.

## ARTICLE 24

### Salary Guide

#### 24.1.1. Unit III PAY SCALE

	2024-25				
	Step				
	1	2	3	4	5
Maintenance/Custodian I	\$19.02	\$19.69	\$20.37	\$21.09	\$21.83
Maintenance/Custodian II	\$20.92	\$21.65	\$22.41	\$23.20	\$24.01
Maintenance/Custodian III	\$23.01	\$23.82	\$24.65	\$25.52	\$26.41

Initial placement on the pay scale shall be based on the following:

Step 1	No experience – one full year of experience
Step 2	One full year of experience – two full years of experience
Step 3	Two full years of experience – three full years of experience
Step 4	Three full years of experience – 5 full years of experience
Step 5	Greater than 5 full years of experience

“Experience” shall mean comparable experience as determined by the Employer.

After initial placement on the pay scale, employees shall receive one full year’s credit on the pay scale for a year in which they work (or use paid leave) for more than 230 days. Unpaid FMLA leave shall also count towards the 230 days.

24.1.2 If a member of the bargaining unit is functioning as a certified pool operator for the Employer, the Employee will be paid an additional \$0.50/per hour.

#### 24.1.3 Adjustment to Salary Scale for the Term of the Bargaining Agreement

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

Property Tax Revenue Increase	Increase in Compensation Scale
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:

% increase on the wage scale = (A-B)/B

A = Total Taxable Valuation of Ad Valorem Property for the Tax Year (Jan – Dec) 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 (Jan – Dec) 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, the compensation scale increase will be 2%.

## **ARTICLE 25**

### **Additional Compensation**

25.1.1 Life-long Learning eligibility will be determined on an annual basis.

The employer expects that employees attend all district-provided professional development, but if an employee who has successfully completed at least 83% of district-provided professional development sessions, and has a minimum evaluation rating of Satisfactory and has:

- 3-9 full fiscal years of service will receive \$400,
- 10-14 full fiscal years of service will receive \$600,
- 15-19 full fiscal years of service will receive, \$800 or
- 20 or more full fiscal years of service will receive \$1,000 annually.

A preliminary professional development schedule will be developed and distributed by early July for the following contract year. The final scheduling of each session will be communicated via email to the employees at least two weeks prior to the scheduled day. If professional development sessions can be repeated or recorded at no additional cost to the employer, the employer will provide the session to the employee and that session will count towards the annual % requirement for sessions to earn the life-long learning payment.

This payment shall be paid on the last pay in June.

25.1.2 403B/457 Plan Employer Match

If an employee contributes to a qualified Employer-administered 403(b) or 457 plan, the Employer will match the employee's contribution up to 1% of the employee's base pay. For each participating year, the contribution they want to have matched must be made by the employee via payroll deduction. The matching contributions will be made in a single payment to the Employer's 403b provider before August 31<sup>st</sup> of each year until the district can enable the functionality in its payroll system to calculate and contribute the match with each pay period. The plans available through the Michigan Public School Employees Retirement System are not "Employer-administered" plans.

Beginning in 2025-26, an employee on the last step of their pay scale is eligible for the below-referenced increase 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:

Years of service:	5	10	15
Employee:	1.0%	1.5%	2.0%
Employer:	2.0%	3%	4%

~~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. The matching contribution will be made in a single payment to the District's 403b provider before August 31<sup>st</sup> of each year until the district can enable the functionality in its payroll system to calculate and contribute the match with each pay period. The plans available through the Michigan Public School Employees Retirement System are not "District administered" plans.~~

### 25.1.3

#### **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. It should be noted that employees' positions funded through the two different funds may not receive the same payment amount. If an employee is funded fully or partially through a fund other than the General or Special Education Funds, those employees' payments will be based on the One Time Annual Payment for the Special Education Fund.

#### **DURATION OF AGREEMENT**

This agreement between the Washtenaw Intermediate School District and the Federation of Washtenaw Intermediate School Employees Unit III, MFT, AFT, AFL-CIO Local 3760 shall be effective as of July 1, 2024 or the date of ratification by both parties, whichever is later, and shall continue in effect until June 30, 2027.

#### **WASHTENAW INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION**

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

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

#### **FEDERATION OF WASHTENAW SCHOOL EMPLOYEES**

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

By: \_\_\_\_\_  
Vice President, Unit III

DATE: May 1, 2025

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Jenna Blair, School & Interagency Transition Supervisor

SUBJECT: Court Involved Youth Education Program Contract

The administration recommends that the Washtenaw Intermediate School District (WISD) Board of Education authorize the approval of, or authorize administration to approve, the contract renewal between WISD and Washtenaw County Children's Services. This contract will continue the provision of educational services at the Washtenaw County Youth Center.

Contract Details:

- Term: July 1, 2025 – June 30, 2028
- Renewal Options: Two (2) additional one-year extensions for the 2028–2029 and 2029–2030 school years

Under the proposed contract, WISD will provide certified teaching staff and ancillary support for students residing in the Washtenaw County Youth Center, as well as technology support to enhance student learning. Instructional staff will also be provided for students attending the Washtenaw Youth Career Academy. The contract includes educational leadership to guide program implementation and continuous improvement, along with interagency transition support to assist students in successfully reentering school, the workforce, or community programs upon release.

This long-standing partnership enables WISD to deliver both general and special education services to justice-involved youth from across the state. The program also supports social-emotional learning, fosters community engagement, and supports vocational certificate training to prepare students for post-secondary success.

This collaboration aligns with WISD's commitment to equitable education access and supports vulnerable student populations. The continuation of this contract ensures stability and ongoing opportunity for youth within the justice system to receive high-quality educational services.

Please review the attached annual report that highlights our collective accomplishments. Reach out with any questions you may have.

CC: Holly Heaviland, EdD, Executive Director, Community & School Partnerships

## SERVICE CONTRACT

### WASHTENAW INTERMEDIATE SCHOOL DISTRICT EDUCATION PROGRAMS FOR COURT INVOLVED YOUTH (CIY)

#### ON-GROUNDS EDUCATIONAL PROGRAM FOR THE WASHTENAW COUNTY YOUTH CENTER 2025-2028

AGREEMENT is made this 1<sup>st</sup> day of July, 2025 by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and the **WASHTENAW INTERMEDIATE SCHOOL DISTRICT**, located at 1819 Wagner Road, Ann Arbor, Michigan 48106 ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

#### ARTICLE I - SCOPE OF SERVICES

The Contractor agrees to provide an on-grounds educational program for the Washtenaw County Youth Center. The Youth Center Education Program will be provided on site at 4125 Washtenaw Avenue, Ann Arbor, Michigan, 48108. The educational programs (the "services" or "contract services") will be provided in accordance with Section 24 of the State School Aid Act for youth referred by the Washtenaw County Trial Court Family Division – Juvenile Center, Ann Arbor, Michigan, pursuant to the terms and conditions of this contract.

A. Client Profile: Description of the Target Population

Youth Center: Youths in Youth Center who are targeted for services under this contract include youth placed in the facility by court order or other legal authority.

On-Grounds Educational Program: Youths who are targeted for services under this contract include eligible court involved youths for whom the contract services are in lieu of out-of-home residential placement or treatment programs, or to expedite earlier return from foster care or other out-of-home placement.

B. Eligible Client/Determination of Eligibility

(1) Youth Center: Youths, ages 11-17, who are ordered in the Youth Center facility through a valid court order.

(2) Referrals to the program shall be accepted from the Trial Court Family Division serving Washtenaw County at-risk youth, and out-County youth.

C. Description of Type of Services to be Rendered

The Contractor will deliver the following types of services:

(1) Classroom instruction that is consistent with the Michigan recommended core curriculum.

(2) Contractor is responsible for providing textbooks, and educational materials, the acquisition of which shall be in full compliance with the Contractor's procurement policies. Washtenaw County is responsible for causing the provision of furniture and equipment, including desks, copy machines, file cabinets, and other necessary equipment.

(3) Contractor shall reserve and provide up to 40 full-time enrollees in the Youth Center Educational Program or such number of program enrollees as the contractor may determine in accordance with its policies and law, on the grounds of the Youth Center, located at 4125 Washtenaw Avenue, and the County shall assure the Contractor's legal access to that location.



- (4) Enrollment shall be based on an open-entry, open-exit arrangement. As deemed appropriate by either the Contractor or the County, the County shall consult with the Contractor regarding the appropriate educational services.
- (5) For the 2025-26 academic year, the CIY program shall operate four (4) days per week, for a total of 180 days (1,098 hours) and meet the state requirement for days and hours.
- (6) Summer school programming will be tentative each year, and projected costs will be outlined in the proposed budget the WISD provides Washtenaw County prior to the beginning of the school year.

D. Educational Planning

- (1) The Contractor shall coordinate the education planning for the youth receiving services with the youth's school district of residence and shall meet all State of Michigan standards applicable to its services.
- (2) The Contractor will ensure all youth participating in the Youth Center Educational Program make academic progress by the earning of credit, demonstration of learned skills, and or progress towards GED completion. The contractor will work with local districts to ensure all earned credits are accepted by a student's home school district.

E. Technology Services

The Washtenaw Intermediate School District (WISD) shall provide the Washtenaw County Youth Center with Education Technology Services dedicated to student learning in the classroom. This will include:

1) Network Services

- a. Network services will be provided through the WISD county-wide network system.
- b. WISD will install and provide a router and switches as needed to support student access.
- c. Managed wireless services will be provided through connection to the WISD network.

2) Server Support

- a. Management of Core Network Servers
- b. Management of hosted application servers

3) Google Domain Managed Services

- a. Domain Security
- b. Google Account Creation and Password Management
- c. Managed Mobile Device Enrollment
- d. Filtered Device access

4) Hosted Application and Data Support

- a. Application support, system administration and maintenance
- b. State reporting support
- c. Data Hub connection
- d. Data migration between hosted system

## 5) Printing Services

- a. All computers will be configured to print to building printers, which are on the WISD network.

## 6) Student and Staff Technology

- a. The WISD will provide Youth Center students and WISD staff technology equipment and network support that includes:
  - i. Student Chromebooks
  - ii. WISD Staff computers
  - iii. Administrative laptop for management & State reporting
  - iv. Xerox printer/copier/scanner
  - v. Network support for devices which will be configured to connect to the WISD network
  - vi. Device enrollment into supported MDM
  - vii. Troubleshooting of network connectivity and application installation
  - viii. Asset and inventory of all devices.

## ARTICLE II – FINANCIAL ARRANGEMENTS

Section 1 – The Contractor shall apply for and receive the state and/or federal educational funds described in Sections 2 and 3 available for the services and the enrolled youth, and for which the services and the enrolled youth qualify, provided that Washtenaw County shall, as necessary or appropriate, provide supporting documentation for the enrolled youth to facilitate the Contractor's request for state and/or federal funding.

Section 2 – State Funding Requests for state funding may be for:

- (a) Per pupil basic Foundation Allowance payments under applicable sections of the State School Aid Act.
- (b) "Added cost" under Section 24 of the State School Aid Act for educating pupils assigned to attend an on-grounds educational program adjacent to a Youth Center facility or an in-house Youth Center educational program.
- (c) Reimbursement of total approved costs under Sections 52 and 53 of the State School Aid act for operating special education programs and services.
- (d) Similar state school aid funding allowed by state laws as they may be amended from time to time.

Section 3 – Federal Funding Requests for federal funding may include, but are not limited to, Title 1 funds for delinquent children from the United States Department of Education.

Section 4 – Other Funding and Grants. The Contractor and/or Washtenaw County may seek and receive supplemental funding for the services through the Michigan Department of Human Services and from the Washtenaw Intermediate School District Special Education Fund. The Contractor may solicit and receive grants and donations consistent with its mission as regards the services. The Contractor retains the right to apply such monies for use for the services consistent with the terms of such grants. Any such monies shall not reduce state or federal funding otherwise allocable to the services. The Contractor shall consult with Washtenaw County before applying for grant money for which Washtenaw County might also be eligible.

Section 5--The Contractor's estimated revenue and expenditures for the provision of services are outlined in a projected budget each fiscal year of this contract, which is attached hereto and made part hereof as Attachment 1. [The Contractor's budget for services shall include an additional cost (currently 3%) to reflect indirect and overhead costs. This additional cost shall be computed in accordance with Michigan Department of Education or other relevant accounting standards or requirements and shall not be more than the computed amount.

Section 6--In the event that the actual revenues of the Contractor in the Contractor's fiscal year for providing services under this contract from the Michigan Department of Education, and/or the United States Department of Education, do not equal or exceed the Contractor's actual expenditures for providing the services in the Contractor's fiscal year, Washtenaw County shall reimburse the Contractor for any such deficiency.

The deficiency shall be paid by Washtenaw County within 30 days from the date that Washtenaw County receives written notice from the Contractor of the calculation and amount of the deficiency. The parties recognize that the lag in student count for funding through the Michigan Department of Education may result in a reimbursable deficiency for the Contractor's fiscal years covering the duration of this contract.

Section 7 The Contractor shall account for all revenue and expenditures in the manner required by the Michigan Department of Education and/or the United States Department of Education. In addition, the Contractor shall comply with generally accepted accounting principles and reporting requirements.

Section 8 No Contractor general or special designated funds will be required to be appropriated or utilized in any fashion or for any purpose to fund program elements other than the services which are the subject of this contract.

Section 9 The attached budget is based on the estimated student count specified on the budget document. Should the student count be higher or lower than the estimate, the parties agree to meet to discuss the programmatic needs and make adjustments, if necessary. Both parties must mutually agree to the program and budget modifications. Should programming be modified for any reason and the budget impacted, both parties shall agree in writing and this contract shall be amended.

Section 10 The attached budget shall include the yearly cost for the WISD to provide Technology Services to the Youth Center CIY program.

Section 11 In the event the technology services contract is dissolved by either party, the network and printing assets installed at the Youth Center CIY program that connect to the WISD network will be considered property of the Washtenaw Intermediate School District. The assets for end user computing, and secure storage purchased in year one will be split such that the WISD will retain fifty percent and the County will retain fifty percent ownership. End user equipment purchased in years two through five is intended as replacement and will be split according to the purchase in first year. All teacher devices will remain property of the WISD.

### ARTICLE III – TECHNICAL ASSISTANCE

Washtenaw County shall, where required, provide training and technical assistance to the Contractor. Washtenaw County shall also furnish the Contractor with any forms and instructions necessary to carry out the requirements of this Agreement.

## ARTICLE IV - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to the Director of Children's Services and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Director of Children's Services.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the Director of Children's Services.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

Section 7- Records of all services and expenses pertaining to this contract shall be kept by the Contractor on a generally recognized accounting basis and shall be available to Washtenaw County or its authorized representative at reasonable times and copies thereof shall, upon request, be furnished at no charge to Washtenaw County. The Contractor agrees to provide Washtenaw County, upon request, an annual audit or financial report on a form acceptable to Washtenaw County and reflecting the use of all funds expended under this contract.

Section 8- Any reports, information, dates, or other records given or assembled by the Contractor for Washtenaw County under this contract shall be provided in such a way as to protect the identity of the enrolled youths. In addition, any documents which the Contractor requests to be kept confidential shall not be made available to any individual or organization, except Washtenaw County.

Section 9- The Contractor shall provide information each year for which this contract is in effect for inclusion in Washtenaw County's Annual Plan and, as applicable, for submission to the Michigan Department of Human Services for annual Child Care Funds, to enable the State agency to commit In-Home Care Funds from the Child Care Funds for the period of this contract.

## ARTICLE V - TERM

This contract begins on **July 1<sup>st</sup>, 2025** and ends on **June 30<sup>th</sup>, 2028** with an option to extend for two (2) additional one (1) year periods for school year 2029 and 2030.

## ARTICLE VI - PERSONNEL

Section 1 - The Contractor represents that it has or will secure under the conditions of this contract, all personnel required for the performing of the services under this contract.

Section 2 – The Contractor, as a Michigan intermediate school district, expressly reserves its powers and rights under the Revised School Code, to operate and provide the services under this contract in accordance with the policies of its Board of Education and law applicable to intermediate school districts, including, but not limited to, the following: (a) the right to bargain collectively with its staff, (b) the right to hire, fire and discipline members

of its staff and to determine their working conditions, the right to adopt personnel policies which effect its staff, and (c) the right to engage and delegate to independent subcontractors, either non-profit, or public, the actual management and operation of the services in accordance with Contractor policies and applicable law.

Section 3 - All services will be performed by employees or subcontractors of, but under the policies and supervision of, the Contractor, and all personnel engaged in the work will be fully qualified to perform such services.

Section 4 - Assignment and/or removal from assignment of WISD educational staff to the Youth Center Educational Program will conducted in collaboration with the Director of Children's Services and/or his/her designee.

## ARTICLE VII - INDEPENDENT CONTRACTOR

Contractor and the County shall, at all times, be deemed to be independent contractors and nothing herein shall be construed to create or imply that there exists between the parties a partnership, joint venture or other business organization. Contractor shall hold no authority, express or implied, to commit, obligate or make representations on behalf of the County and shall make no representation to others to the contrary.

Nothing herein is intended nor shall be construed for any purpose as creating the relationship of employer and employee or agent and principal between the parties. Except as otherwise specified in this contract, Contractor retains the sole right and obligation to direct, control or supervise the details and means by which the services under this contract are provided.

Contractor shall not be eligible for, or participate in, any insurance, pension, workers' compensation insurance, profit sharing or other plans established for the benefit of the County's employees. Contractor shall be solely responsible for payment of all taxes arising out of the Contractor's activities in connection with this Agreement, including, without limitation, federal and state income taxes, social security taxes, unemployment insurance taxes and any other tax or business license fees as required. The County shall not be responsible for withholding any income or employment taxes whatsoever on behalf of the Contractor.

## ARTICLE VIII - INDEMNIFICATION AGREEMENT

To the extent permitted by law, the contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

## ARTICLE IX - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage. For transportation services contracts, the County shall be added as additional insured on automobile liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: : Washtenaw County Children's Services, 4125 Washtenaw Ave. Ann Arbor, MI 48108 CR# \_\_\_\_\_, and shall provide for written notice to the Certificate holder of cancellation of coverage.

#### ARTICLE X - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

#### ARTICLE XI - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

## ARTICLE XII - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

## ARTICLE XIII – DEBARMENT AND SUSPENSION

By signing this Contract, Contractor assures the County that it will comply with Federal Regulation 45 CFR Part 75 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:

1. Are not presently debarred, suspended, proposed debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor.
2. Have not within a three-year period preceding this Contract been convicted of 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 statements or receiving stolen property.
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

## ARTICLE XIV - LOBBYING

By signing this contract, Contractor assures the County that it will comply with Section 1352 , Title 31 of the U. S. Code (pertaining to not using federal monies to influence federal contraction and financial transactions). The Contractor assures the County that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 making of any Federal grant, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid 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 this Federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form – LLL, Disclosure of Lobbying Activities” in accordance with its instructions;

3. This language shall be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

#### ARTICLE XV-DRUG FREE WORKPLACE

- A. As required by the Drug-Free Workplace Act of 1988, the Contractor assures the County that it will or will continue to 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 grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b) Establishing an on-going drug-free awareness program to inform employees about
    - 1) The dangers of drug abuse in the workplace;
    - 2) The grantee's policy of maintaining a drug-free workplace;
    - 3) Any available drug counseling, rehabilitation, and employee assistance programs, and;
    - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will-
    - 1) Abide by the terms of the statement ; and
    - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - e) Notifying the County in writing, within 10 calendar 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 the County;
  - f) Taking one of the following actions, within 30 calendar 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), (b), (c), (d), (e), and (f).



### Grantees Who Are Individuals

As required by the Drug-Free Workplace Act of 1988:

- A. As a condition of the grant, the Contractor assures the County that it will not engage in the unlawful manufacture, distribution, dispersing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, the Contractor agrees to report the conviction, in writing, within 10 calendar days of the conviction to the County.

### ARTICLE XVI - FEDERAL PROCUREMENT STANDARDS

The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.

### ARTICLE XVII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$16.43 per hour with benefits or \$18.32 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 29, 2025 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

### ARTICLE XIII - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

## ARTICLE XIX - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

## ARTICLE XX - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

## ARTICLE XXI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

## ARTICLE XXII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving sixty (60) days written notice to the other party.

## ARTICLE XXIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

## ARTICLE XXIV - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

## ARTICLE XXV- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

## ARTICLE XXVI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

## ARTICLE XXVIII - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

## ARTICLE XXX—EQUITY

Educational services provided by the contractor and supported by the Washtenaw County Youth Center will be rendered in accordance with the Washtenaw County Equity Policy and the Washtenaw ISD Equity Policy. Policies, practices, and strategic investments in program implementation, development, and improvement within the educational program shall include a focus on the following:

- reversing racial disparity trends
- elimination of institutional, structural racism
- ensuring that outcomes and opportunities for all people are fair, just, and no longer predictable by race

This shall be accomplished by:

- assembling inclusive, diverse teams utilizing the resources from Courageous Conversations about Race leadership seminar, as well as other resources
- supporting ongoing services through an evaluation process
- creating accountability systems informed by reviewing data metrics

## ARTICLE XXIX – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Gregory Dill (DATE)  
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR  
Washtenaw County Intermediate School District

By: \_\_\_\_\_  
Kevin D. Mitchell (DATE)  
Interim Children's Services Director

By: \_\_\_\_\_  
Naomi Norman (DATE)  
WISD Superintendent

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Michelle K. Billard (DATE)  
Office of Corporation Counsel

By: \_\_\_\_\_  
Diane B. Hockett (Date)  
WISD Board President

By: \_\_\_\_\_  
Sarena Shivers (Date)  
WISD Board Treasurer



# Annual Report

# 2024



# Washtenaw County Children's Services



# About Us 01

**The Washtenaw County Youth Center** provides temporary custody and care for juveniles in a safe and secure setting. Youth in Detention are placed pre-adjudication, awaiting a judge's determination of whether or not a delinquent offense has been committed. Youth placed in the Washtenaw Youth Career Academy are placed post-adjudication to participate in life skills and employment, educational, and therapeutic programming. The Youth Center is staffed 24 hours a day, 7 days a week for 365 days per year.



**Our Mission** Provide safe, secure, care and custody for young people that is exceptional quality in all domains.



**Our Vision** A community that is safe, healthy, and just, where all can thrive.



**Our Core Values** We believe:

- In the dignity and worth of ALL people, and that diversity enriches life.
- In redemption, recovery, and relentless hope.
- In equitable access to resources and opportunities for all people.
- That relationships are our most important tools.
- That education is a right, not a privilege.
- That people are more important than things.



# 02 New in 2024

## PARTNERSHIP WITH PECKHAM

**Peckham, Inc., a nonprofit vocational rehabilitation organization,** provides job training opportunities for persons with significant disabilities or other barriers to employment. Peckham provides people with physical, cognitive, behavioral and socio-economic challenges, a platform to demonstrate their ability, learn new skills, and participate in work and enjoy the rewards of their success. Peckham began developing plans for vocational work within the Washtenaw Youth Career Academy at the Youth Center in late 2024, with an early 2025 start. We look forward to an exciting year of collaboration ahead!



## MJJAS SCREENING TOOL

**The Governor's office Juvenile Justice Task Force** recommended the use of a verified detention screening tool and the MJJAS was chosen to begin being used as of 10/1/2024. THE MJJAS is a tool used to aid in determining the risk factors present when a youth may be detained and assists in more objectively determining whether they should be lodged.



## OTHER NEW PROGRAMMING

**Additional, enriching new programs being offered to youths in 2024 included:**

- Guitar workshops, allowing youths to explore the basics of the instrument, learn to play songs, and to be offered the potential to earn academic credit.
- Telling It began offering programming with a focus on enhancing the social emotional learning and well-being of youths using a blend of expressive arts and social work methods. Participants have collaborated to create art in an emotionally safe, judgment-free space, leveraging the connective and therapeutic capacities of the expressive arts, play and social work practices.
- MI Dental Outreach continues to offer quarterly dental visits to ensure youths are provided preventative and ongoing dental care while at the Youth Center.

**"SUCCESS IS TO BE MEASURED NOT SO MUCH BY THE POSITION THAT ONE HAS REACHED IN LIFE AS BY THE OBSTACLES WHICH THEY HAVE OVERCOME WHILE TRYING TO SUCCEED." - BOOKER T. WASHINGTON**



# 03

## Award Winning Work

**Each year**, exceptional child care workers from around the State of Michigan gather to honor and appreciate the important and challenging work being done in our field. This years Washtenaw County award winners are highlighted here.

From top to bottom:

- Detention staff of the year Anthony Arrington
- Treatment staff of the year Quiano Davis
- Support staff of the year Nichole Rogers

All staff pictured with Michigan Juvenile Detention Association Immediate Past President Juli Reynolds and President/Children's Services Director, Kevin Mitchell.



# Washtenaw Youth Career Academy

# 04



## 22 YOUTHS SERVED

A day in Day Treatment is a day NOT  
in secure detention or placement

## ACADEMIC AND VOCATIONAL ACHIEVEMENTS

27.25 High School credits earned

14 of 22 youths in the Career Academy program started an employment certification program, with 6 completing their certification program, and 6 completing a paid internship. Certification programs included:

- Customer Service and Sales Certified Specialist
- Red-Cross: First Aid CPR and AED
- ANAB-CFB Food Handler
- NRF: Retail Industry Fundamentals
- General Industry Certification
- HIPAA for Medical Office Staff
- OSHA: 10 Construction Certification

## DECREASED DELINQUENCY

18 of 22 (82%) of enrolled youth did not receive any new charges.



## THERAPEUTIC PROGRESS

- The Child and Adolescent Functional Assessment Scale (CAFAS) was completed before admission and upon exiting the program to evaluate the program's effectiveness.
- The average entrance score for youth was 109, while the average exit score was 66, showing a significant, 43 point improvement.
- The CAFAS measures eight areas: school/work, home, community, behavior towards others, moods/emotions, self-harm behavior, substance use, and rational thinking.

## PARENT AND STUDENT SATISFACTION SURVEYS

Students and parents reported the following on voluntary surveys:

- Nearly 90% of youths agreed or strongly agreed that they are satisfied with the services they've received.
- Nearly 90% of youths reported that they agreed or strongly agreed that they felt they were better at handling their daily lives.
- Nearly 90% of youths felt that staff showed genuine care and concern for them in the program.
- 75% of parents surveyed reported that they were satisfied with the services their child received and that the people helping their child stayed committed to their family no matter what.



# Secure Detention 05

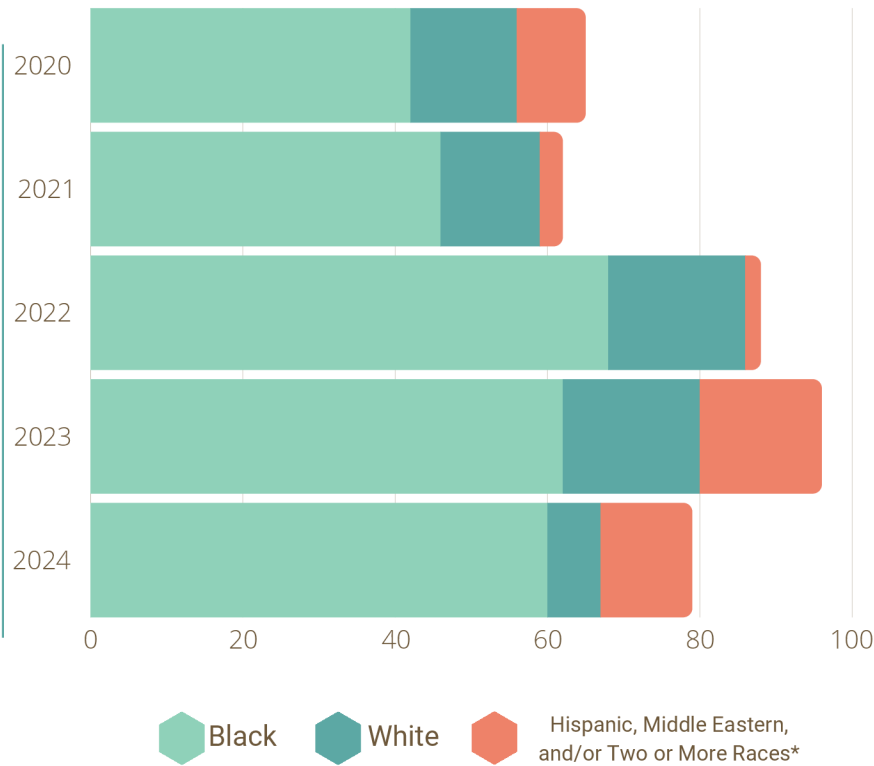
## The Youth We Serve

**72 % of youths in the Secure Detention program** were in the custody and care of the Youth Center for less than 30 days. Only 7% of youths stayed 90 days or more, due to more serious charges and/or complex circumstances. While in the Youth Center's care, youths are provided with a variety of services including, but not limited to:

- Medical and dental services
- Psychiatric and therapeutic services provided by Washtenaw County Community Mental Health (CMH)
- Group and individual counseling
- Year-round accredited school programming provided by Washtenaw Intermediate School District (WISD)
- Food service planned according to USDA guidelines for Child Nutrition Programs
- Therapeutic and educational interactions with dogs provided by the Humane Society of Huron Valley
- Expressive Arts workshops with Telling It through the Residential College at the University of Michigan
- LEGO Educational workshops with Bricks4Kidz

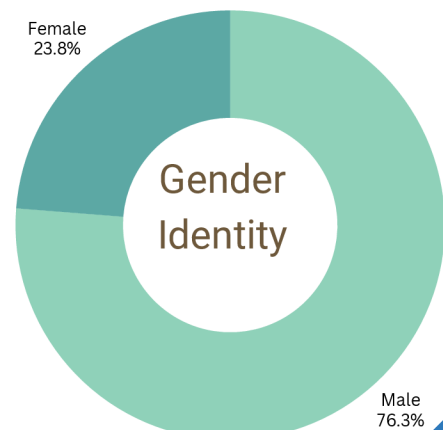
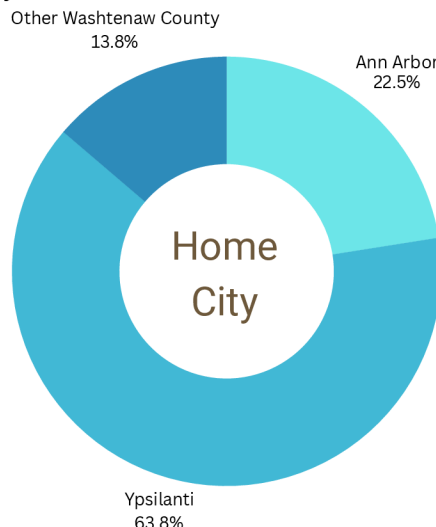
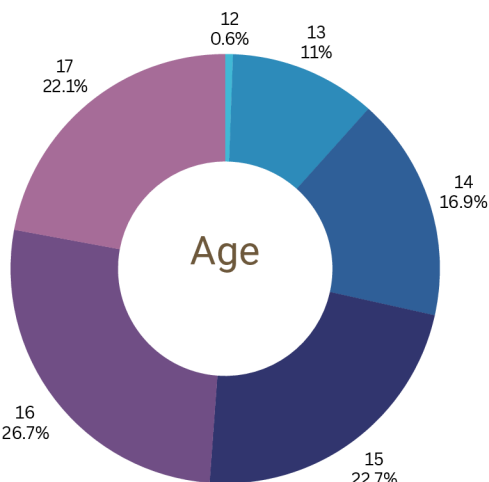
**The Youth Center** has continued to receive excellent evaluations and inspections from outside regulatory bodies including Public Health and MDHHS-BCAL and received very positive feedback during quarterly unannounced visits by the State Licensing body.

Total Number of Youth and Racial Identity



In addition to serving youths in Washtenaw County, the Youth Center provides courtesy care for youths from other counties including, but not limited to:

- Cheboygan • Benzie • Mecosta
- Ingham • Shiawassee • Dickenson
- Livingston • Isabella/Clare • Gladwin
- Mecosta • Tuscola • Oceana



# 06 Secure Detention

## Youth Center Partners



COMMUNITY MENTAL HEALTH  
**WASHTENAW**  
COUNTY *Michigan*



**SKILL & ABILITY EDUCATION**



## Staff Training

**Youth Center staff and partner's roles** are to support and coach youths through exceptionally challenging circumstances. The supportive adults in the Youth Center use relationships as their most powerful tool. In order to support staff in this important and challenging task, the Youth Center provided over 500 combined hours of training on topics including:

- Verbal De-escalation
- Goal Writing
- Diversity Training
- CPR/First Aid
- Mandated Reporting
- Suicide Risk/Self-Harm Risk Assessment



# Detention School Program 07

## Academic Progress

During the 2023-2024 School Year students spent time engaged in a wide variety of academic offerings. Courses completed included:

- Middle School Math, English, Social Studies, and Science
- CIY Foundations of Personal Wellness
- Career Readiness
- ELA
- Algebra
- Biology
- Earth & Space Science
- Physics
- Health
- Economics
- Strategies
- US History
- Spanish
- Math
- Arithmetic
- Civics

Credits

Recommended

47

Additionally, students took GED and GED ready tests and completed state of Michigan testing (M-Step, PSAT, SAT/ACT/WorkKeys).

## Other Academic Pursuits, Achievements

**Two students returned to their home schools and graduated.**

Skill and Ability Education provided vocational certificate training including Food Handlers, Red Cross CPR, First Aid and AED, Customer Service & Sales Specialist, and Retail Certified Specialist.

**Students continued to be provided personal identification through the Washtenaw ID Project.**

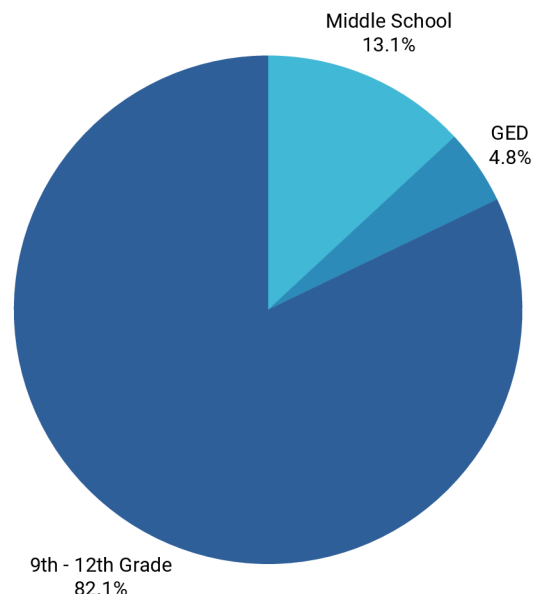
Corner Health provided weekly workshops around physical, mental, and emotional health, and building community connections.



## Looking Forward to 2025

As the WISD looks forward to the next school year, they will continue to find new and creative ways to serve their students and families. Some of their goals for the upcoming year include:

- Increased student-centered/family-centered planning
- Continued strengthening of the WISD team
- Education support for the Youth Career Academy Program
- Increased direct instruction/hybrid class curriculums
- Restorative Practices shared development
- Continue shared professional development opportunities with the Youth Center
- Continued Equity learning and development through E-Teams, IDI
- Expanded community connections

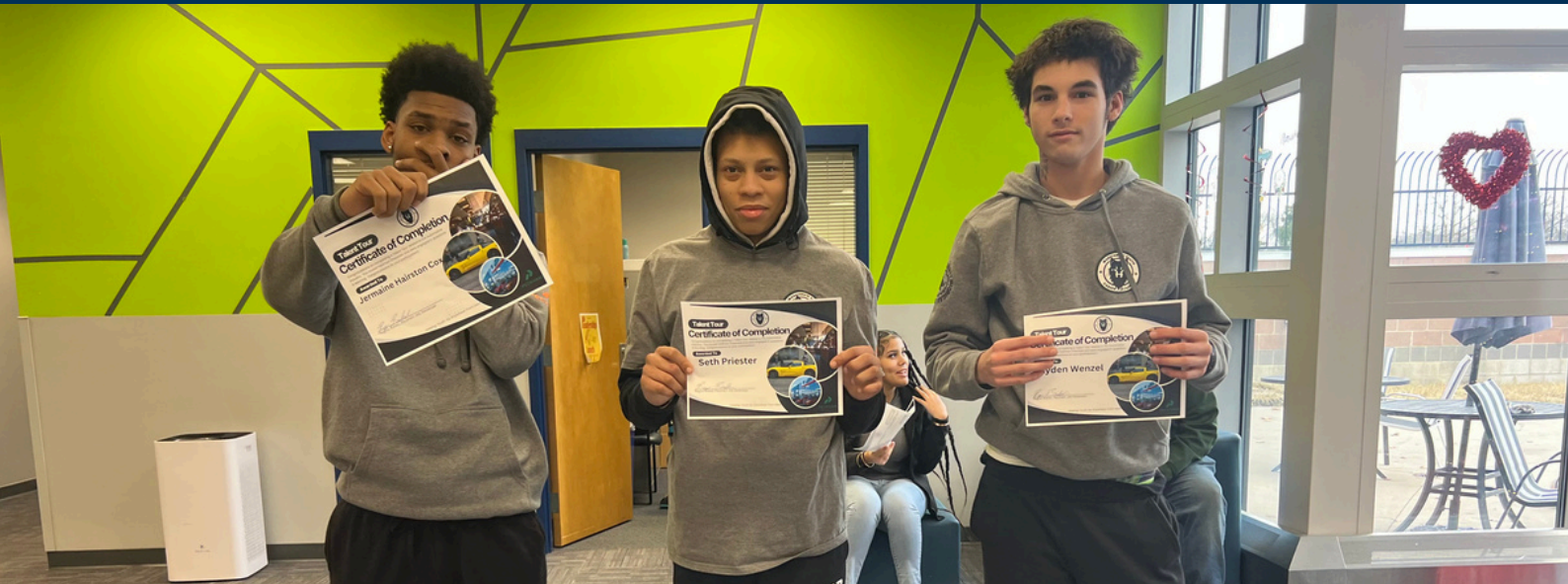




# PECKHAM YOUTH CAREER ACADEMY WASHTENAW COUNTY

QUARTER 2  
JANUARY - MARCH 2024

**VOL1**



**Inside This Edition:**  
Certifications  
Give-Backs  
Talent Tours  
Leadership Events



## Program Launch

Peckham is thrilled to join the Day Treatment program in Washtenaw County. Peckham has been delivering tailored vocational and life skills training to court involved youth since 1987. Joining the incredibly talented county staff, Washtenaw ISD, and CMH is the dream team. Peckham officially launched the program in Washtenaw on January 14th, 2025. During this quarter we served eleven youth with 100% treatment plan completion, 3 youth completed an industry recognized credential, and 4 youth are on track to enter employment next quarter.



# STUDENTS GAINING SKILLS

## TRADES PROGRAM

Every week students have the opportunity to gain skills in Peckham's Trades Academy. During this quarter, 5 students enrolled in the Trades Academy. The students are applying their safety and construction skills and building corn-hole boards. These boards will be used in the day treatment program for some competitive fun! Students in Peckham's Trades Academy not only learn basic tool safety, earn OSHA certification, and explore basic skills in all entry trades skills, but have the opportunity to learn about apprenticeships and employment related to the industry.



## THE KITCHEN PROJECT

The Kitchen Project offers training and skills related to customer service and culinary careers. Students progress the National Restaurant Association Education Foundation curriculum and ServSafe to fully prepare students for the career. During this quarter, 4 students enrolled in the Kitchen Project. Students get to apply their skills with making homemade foods and drinks. This quarter students made delicious cinnamon sugar pretzel bites, trail mix, brownies, and vanilla cake. Kahmya Wright (left top photo), was the first to complete her ServSafe and completed the certification.



## CPR & FIRST AID TRAINING

In March all of the students had the opportunity to earn their first aid and CPR certification. First aid training equips our students with the skills to provide basic medical assistance in emergency situations until professional medical help arrives. It covers topics like assessing the situation, performing CPR, controlling bleeding, and providing care for various injuries and illnesses.





# COMMUNITY GIVE-BACKS

A key element of Peckham programming is our focus on giving back to the community through community Give-Backs. These activities are planned and delivered by the students based on their own experiences and their own priorities of how they want to impact their community. Students meet weekly with staff to discuss their communities and determine how they would like to give-back. Giving back to the community has a powerful impact on the mind and mental health. These Give-Backs often create a deep sense of purpose and fulfillment, helping our students feel more connected to something larger than themselves.

Our monthly Give-Backs this quarter included:

**January**

## RONALD MCDONALD HOUSE

Students made cookies for the families staying there.

**FEBRUARY**

## A CHILD'S WORLD LEARNING CENTER

Students read books, played games, and led activities with the pre-school children.

**MARCH**

## MARCH IS READING MONTH

Students hosted a book drive and donated books to the Ypsilanti Public Library.

## HUMANE SOCIETY

Students created blankets for pets at the shelter.





# CAREER OF THE MONTH

## TALENT TOURS

Every month students explore different careers. Career talent tours are important because they offer hands-on exposure to real-world careers, helping students connect their interests and strengths to future job paths. These experiences spark curiosity, broaden horizons, and make abstract goals feel tangible.

Career of the Months this quarter included: **January - Careers in Automotive** (talent tour to Detroit Auto Show and Feldman Chevrolet in Livonia). **February - Fire & Safety Careers** (talent tour to Ann Arbor Fire Station). **March - Hospitality & Tourism Careers** (talent tour to Zehnder's Splash Village in Frankemuth).



## NEXT UP:

Next quarter our students will focus on careers related to aviation, animal science, and food processing.



# LEADERSHIP DEVELOPMENT

## LEGISLATIVE DAY

On February 26<sup>th</sup>, two of our students had the opportunity to meet with state representatives and state senators as well as tour the capital building. Keara and Kahmya were selected to attend the trip based on their leadership in the program. Both students did an amazing job at speaking on issues that have impacted them in their community. Below left: Bethany (Peckham Youth Specialist), Kahmya, and Keara. Right: Kahmya, State Rep. Cynthia Neely & Keara)



## CALIFORNIA STRONG

In January 2025 California experienced devastating wildfires. The students wanted to take action and decided to create bracelets and sell them as a fundraiser. Students raised \$500 for the American Red Cross relief efforts. Pictured left: Student Keara Leonard gave a speech to the day treatment staff about the wildfires and encouraged them to support their efforts and purchase a bracelet. Marcus Johnson is supporting the efforts!!

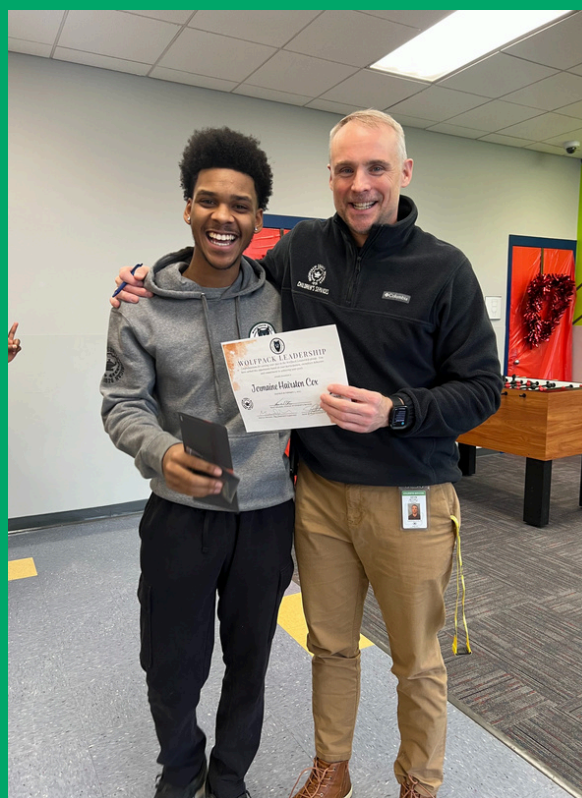


# LEVEL UP & CELEBRATE

## LEVEL UP DAY!

On the first Wednesday of every month, we have the honor of recognizing our students for all their hard work in the program. Recognizing “Just Do’in It” students, students who earned Wolfpack (students who maintained gold level for a month), and students who progressed to level silver or gold. Students are also applauded for certification attainment, give-back involvement, and talent tour participation. We love motivating our students and recognizing their achievements.

Left: Jermaine Hairston receiving his Wolfpack certificate from Kevin Mitchell



## WOLF PACK!

The Wolfpack represents the highest level of achievement our students can attain. Reserved for those who consistently demonstrate a positive attitude, active participation, strong performance, and a deep investment in their personal and academic goals, the Wolfpack is a praiseworthy honor.

We’re thrilled to recognize **three** outstanding students who have earned their place in the Pack:

- **Jermaine Hairston** first earned Wolfpack in January and has made Wolfpack status for three consecutive months, showing unwavering dedication and leadership.
- **Kahmya Wright** first earned Wolfpack in February and has maintained her Wolfpack status for two consecutive months, standing out through her hard work and determination.
- **Dekory Jones** is the newest member of the Wolfpack, earning this achievement for the first time in March—a huge milestone worth celebrating!



Pictured above, left to right: Dekory, Jermaine, and Kahmya

# GOOD LUCK KEARA!!



One of our success stories this quarter is Keara Leonard. Keara started the program in January this year. Keara has been able to accomplish a lot! Keara successfully completed her probation on 3/5/2025, passed three out of the four GED exams, and completed all four phases of the program. Keara was able to obtain her birth certificate and her social security card. She also had the opportunity to attend legislative day. At legislative day, Keara was able to speak to the Deputy Director of Michigan's Department of Lifelong Education, Advancement, and Potential, Michelle Richard. Keara spoke passionately about the need for free community college and access to post secondary education to those who are low income. Keara has an interview at A Child's World Learning Center on 4/16/2025 and we couldn't be more proud of her. We are excited to see what Keara does next!!



## ANY QUESTIONS?

Want to learn more about our program or have questions?

Please contact Sarah Britton at [sbritton@peckham.org](mailto:sbritton@peckham.org) for more information. We'd love to connect with you!



TO: Naomi Norman, Superintendent and WISD Board of Education

FROM: Matthew Cook, Chief Information Officer

DATE: May 6, 2025

RE: Windstream Contract July 2024 - June 2029

The administration is requesting board approval to renew WISD's maintenance contract with Windstream Enterprise Holdings, LLC. for the County's fiber network. The original agreement was established on December 14, 1999, with McLeod USA Telecommunications Services. Following McLeod's acquisition by PAETEC in 2008, a new 10-year contract was signed. Windstream subsequently acquired PAETEC in 2011. Due to a clerical oversight, maintenance services have continued without a formal agreement since the prior contract's expiration.

The proposed renewal will reinstate formal terms for the maintenance, repair, and relocation of the County's fiber infrastructure, closely aligning with the conditions set forth in the original 1999 contract. The new agreement will take effect on July 1, 2024, and will remain in force through June 30, 2029. Under the contract, Windstream will charge an annual maintenance fee of \$350 per route mile, paid annually, in advance, with a 2% escalation in cost each January.

Our legal team has conducted a thorough review of the proposed agreement to ensure compliance and safeguard the County's interests. We recommend approval of this contract renewal to ensure uninterrupted and dependable maintenance of the County's critical fiber network.

**CONFIDENTIAL AND PROPRIETARY**

**Maintenance Agreement**

**between**

**Windstream Enterprise Holdings, LLC**

**and**

**Washtenaw Intermediate School District**

EXHIBITS

- |             |  |
|-------------|--|
| Exhibit A   | Maintenance and Repair   |
| Exhibit B-1 | Description of Existing Cable Route Segments and District Fibers to be Maintained. |
| Exhibit C   | Windstream General Contacts and NOC Incident Reporting                             |

**MAINTENANCE AGREEMENT**



THIS MAINTENANCE AGREEMENT (this "**Agreement**") is made as of July 1, 2024 (the "**Effective Date**"), by and between Windstream Enterprise Holdings, LLC, a Delaware limited liability company, and its Affiliates ("WIN" or "GRANTOR") as successor-in-interest McLeodUSA Telecommunications Services, LLC (f/k/a McLeodUSA Telecommunications Services Inc.), and Washtenaw Intermediate School District, with its principal office located at 1819 S. Wagner Rd. Ann Arbor, MI 48106-1406 ("District" or "GRANTEE"). WIN and District are sometimes referred to herein as a "Party" or collectively as the "Parties".

## RECITALS

WHEREAS, BRE Communications, LLC, McLeodUSA Telecommunications Services, Inc. and the District entered into an agreement dated December 14, 1999 (the "1999 Agreement") providing for the sale, installation and maintenance of certain fiber assets to the District (the "District Fibers" or "IRU").

WHEREAS, on or about December 14, 2009, McLeodUSA Telecommunications Services, Inc. and the District entered into an agreement providing for the continued maintenance of District Fibers through December 31, 2019 (the "2009 Maintenance Agreement").

WHEREAS, the purpose of this Agreement is to document the Parties' understandings relative to continuing maintenance, repair and relocation obligations concerning the District Fibers as described in the 1999 Agreement. As of the Effective Date, this Agreement (i) replaces and supersedes the 2009 Maintenance Agreement in its entirety, and (ii) supersedes and replaces the following maintenance provisions in the 1999 Agreement: Section 7 (Modifications and Movement), Section 9 (Maintenance), Section 12 (Service Interruptions Caused by System Maintenance), Section 31 (Miss Dig Requirements) and Exhibit B (Time and Material Maintenance Rates).

Accordingly, in consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

## TERMS AND CONDITIONS

### 1. Maintenance, Repair and Relocation of the System.

(a) Throughout the Term, WIN shall have the obligation, at its cost (i) to maintain and repair the Cable, including the District Fibers, in accordance with the requirements and procedures described in Exhibit A and (ii) to relocate such Cable and such District Fibers, as necessary. The Parties shall cooperate, to the extent reasonably practical, to minimize any interference with use of the District fibers during any maintenance, repair, and relocation activities.

(b) If, after the Effective Date, WIN is required (i) by any governmental authority under the power of eminent domain or otherwise, (ii) by the grantor or provider of any Underlying Rights, as defined herein, (iii) by any other person having the authority to so require (each a "Relocating Authority"), or (iv) by the occurrence of any Force Majeure

Event as set forth in Section 7, to relocate the WIN System or any portion thereof, WIN shall have the right to either proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent and timing of, and methods to be used for, such relocation, or to pay such amounts to the Relocating Authority as are necessary to avoid the need for such relocation. District shall pay its pro-rata share of the Costs for relocations of the WIN System based on fiber count. Notwithstanding anything herein to the contrary, and subject to Underlying Rights, in the event WIN is unable to resolve any issue with respect to the continuation of the Underlying Rights in a manner reasonably acceptable to District, District may, with WIN's advance written approval, which approval shall not unreasonably be withheld, delayed or conditioned (e.g., if not allowed under any WIN third party agreement), attempt to resolve the issue directly with the grantor of such Underlying Rights. In such case District agrees to use reasonable efforts to work with any other affected third parties also utilizing the WIN System to ensure that all such parties will be able to continue to use the WIN System in compliance the Underlying Rights. "Underlying Rights" or "Permits" shall be defined as all permits, pole attachment agreements, make ready assessments, rights-of-way, easements, licenses, and utility pole and conduit attachment agreements pursuant to Section 5 of the 1999 Agreement.

## **2. Maintenance Fees and Payment.**

(a) District shall pay WIN an annual maintenance fee of \$350 per route mile per year for Scheduled Maintenance ("**Maintenance Fee**"), paid annually, in advance. In January of each year, the Maintenance Fee(s) shall increase by two percent (2%).

(b) If the District abandons all or any portion of the District Fibers, the Maintenance Fee shall be reduced by an amount commensurate with that portion of the District Fibers that have been abandoned.

(c) District shall pay WIN its pro-rata share of WIN's Costs (based on fiber count) for Unscheduled Maintenance. For purposes of this Agreement the term "Costs" shall be the sum of: (a) all actual costs paid or payable by WIN including, without limitation, labor costs, pass through costs paid to third parties, and (b) an overhead allocation equal to fifteen percent (15%) of the sum of the costs set forth in (a).

(d) WIN shall invoice District for all amounts due under this Agreement. All invoices shall be due and payable within thirty (30) days from date of WIN's invoice. If the District fails to make any payment under this Agreement when due, such amount shall accrue interest from the date such payment is due until paid, including accrued interest compounded monthly, at an annual rate of eighteen percent (18%). If the aforementioned rate exceeds the maximum rate allowed by applicable law, then the interest rate made applicable herein shall be the maximum rate allowed by law. District shall reimburse WIN for all fees WIN incurs collecting any past due undisputed charges from District including, but not limited to, attorneys' fees and collection fees.

(e) Splicing Fees. For purposes of this Agreement, an "Access Point" shall be defined as the physical location(s) at which District may subject to required permits and rights, connect its telecommunications system with District Fibers. Access points may be a WIN point of presence, fiber distribution panel, cable stub, or splice case, as applicable,

or other designated splice point as reasonably requested and approved by WIN, with each Access Point specifically set forth in Exhibit B. District shall pay all Costs to access the District Fibers at an Access Point(s). All connections shall be performed by WIN, in a reasonable amount of time in accordance with industry accepted practices. It is the responsibility of District to obtain all governmental and other approvals and consents necessary to access and/or interconnect the District Fibers with District's System at an Access Point. For clarity, the Parties acknowledge that the District Fibers in Exhibit B-1 have been spliced and accepted on or before the Effective Date.

(f) Rights Fees. Pursuant to the 1999 Agreement, District shall pay its Proportionate Share of Rights fees as required from time to time by property owners, government agencies, taxing authorities, or otherwise imposed by law or contract and which relate to the WIN Cable containing the District Fibers. Upon written request therefore, WIN shall provide a reasonable accounting for same.

### **3. Term**

The term of this Agreement shall begin on the Effective Date and continue until June 30, 2029 (the "Initial Term"). Subject to Underlying Rights and the mutual agreement of the Parties, the Initial Term may be extended by District upon providing WIN with written notice of its intent to renew this Agreement no later than one (1) year prior to the expiration of the Initial Term (the "Extension Notice"), for up to four (4) additional successive five (5) year renewal terms (each a "Renewal Term") following the expiration of the Initial Term, and at the same terms and conditions. The Initial Term and any Renewal Term, if applicable, are collectively referred to as the "Term". Notwithstanding the foregoing, the Initial Term or any Renewal Term, if applicable, shall not extend beyond the useful life of the District Fibers as mutually and reasonably determined by the Parties ("End of Useful Life"). WIN agrees to make commercially reasonable efforts to provide the District with at least six (6) months advance written notice that the District Fibers and/or the WIN System are approaching reached End of Useful Life.

### **4. Limitation of Liability**

Notwithstanding any provision of this Agreement to the contrary, neither Party shall be liable to the other Party or any third party for any special, incidental, indirect, punitive or consequential costs, liabilities or damages, whether foreseeable or not, arising out of, or in connection with, such Party's performance of its obligations under this Agreement.

### **5. Notices**



All notices and other communications required or permitted under this Agreement shall be in writing and shall be given electronically to the email addresses provided in this Section 5, else if no email address provided, by United States first class mail, postage prepaid, registered or certified, return receipt requested, or by hand delivery (including by means of a professional messenger service or overnight mail) addressed as follows, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when emailed or hand delivered, on the day after being sent when sent by overnight delivery service, or three (3) days after deposit in the mail when sent by U.S. mail.

All notices and other communications shall be given to WIN at:

Windstream Enterprise Holdings, LLC  
4005 N Rodney Parham RD  
Little Rock, AR 72212  
Attention: Network Development  
[win.network.development@windstream.com](mailto:win.network.development@windstream.com)

With a copy to:

Windstream Enterprise Holdings, LLC  
4005 N Rodney Parham RD  
Mailstop: B1F03-71A  
Little Rock, AR 72212  
Attention: Legal Department  
[Windstream.Legal.Notices@windstream.com](mailto:Windstream.Legal.Notices@windstream.com)

If to District: Washtenaw Immediate School District

1819 S. Wagner Rd.  
Ann Arbor MI 48106-1406  
Attn: Chief Information Officer  
Email [Mcook@washtenawisd.org](mailto:Mcook@washtenawisd.org)

Any such notice or other communication shall be deemed to be effective when actually received or refused. Either Party may by similar notice given change the address to which future notices or other communications shall be sent.

## **6. Default**

(a) A default shall be deemed to have occurred under this Agreement if, in the case of a material breach of this Agreement, a Party fails to cure such material breach within thirty (30) days after notice specifying such breach, provided that if the breach is of a nature that cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching Party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

(b) The Parties acknowledge and agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms and agree that, due to the unique subject matter covered by this Agreement, each Party shall be entitled to specific performance of the obligations hereunder, this being in addition to any other right or legal remedy available to such Party.

(c) **Self-Help Provision.** Notwithstanding any other provision of this Agreement, in the event, regardless of reason or WIN's good faith attempts, WIN does not or is unable to perform the services described in this Agreement or the 1999 Agreement, or does not or is unable perform services in compliance with the standards and specifications set forth in this Agreement or the 1999 Agreement, District may (but is not obligated), upon written notice to WIN reasonable under the circumstances but without authorization from WIN, perform as the agent of WIN, such services or work and/or take such action that it deems necessary without subjecting itself to any liability to WIN. In such instances, District may request WIN to pay District an amount equal to the actual costs of services performed by District and less District's proportionate share (based on fiber count). If District requests payment, WIN will remit payment to District within thirty (30) days from the date of District's invoice.

#### **7. Force Majeure**

Neither Party shall be in default under this Agreement if and to the extent that any failure or delay in such Party's performance of one or more of its obligations hereunder is caused by any of the following conditions, and such Party's performance of such obligation or obligations shall be excused and extended for and during the period of any such delay: act of God; fire; flood; government codes, ordinances, laws, rules, regulations or restrictions (collectively, "Regulations"); war or civil disorder; strikes or other labor disputes; or any other cause beyond the reasonable control of such Party (a "Force Majeure Event"). The Party claiming relief under this Section shall notify the other in writing of the existence of the event relied on and the cessation or termination of said event, and the Party claiming relief shall exercise reasonable commercial efforts to minimize the time of any such delay.

#### **8. Waiver of Jury Trial**

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTION OF EITHER PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

#### **9. Assignment**

(a) District may not assign (in whole or in part) this Agreement to any other entity or party without the express written consent of WIN, which may be withheld in the sole discretion of WIN.

(b) WIN may assign this Agreement with the written consent of the District, which consent shall not be unreasonably withheld.

(c) The foregoing notwithstanding, WIN may, without the prior consent of, but on notice to District, assign this Agreement to an Affiliate, or parent or to any company into which may be merged or consolidated, or that acquires substantially all of the assets or stock of WIN or all or substantially all of the assets operated by either Party in a specific geographic area containing the District Fibers; provided the assignee shall be subject to all the provisions of this Agreement. An "Affiliate" of the WIN shall mean any corporation which, directly or indirectly, controls or is controlled by or is under common control with the WIN, or a successor corporation to the WIN by merger, consolidation, or non-bankruptcy reorganization. For purpose of the definition of "Affiliate," the word "control" (including "controlled by" and "under common control with") means, with respect to any corporation, partnership, or association, possession, directly or indirectly, of the power to direct or cause the direction of the management and policy of a particular corporation, partnership or association, whether through the ownership of voting securities or by contract or otherwise. Neither Party shall attempt to circumvent any of its obligations under this Agreement or deprive the other Party of any anticipated benefit under this Agreement, through the use of ownership changes, reorganizations, creation of new entities or other artificial devices.

#### **10. Representations, Warranties and Acknowledgments**

Each Party represents and warrants that:

(a) it has the full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(b) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and

(c) its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ITS SYSTEM, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

#### **11. Insurance**

Each Party, at its expense, shall, throughout the Term, maintain insurance coverages of the types and in the minimum amounts set forth below, as applicable:

**Type of Insurance**

**Limit**

General Liability (including contractual liability) written on an occurrence basis	General Aggregate	\$2,000,000
	Prod./Comp. Op. Agg.	\$2,000,000
	Personal & Adv. Injury	\$2,000,000
	Each Occurrence	\$2,000,000
Automobile Liability, including any auto, hired auto and non-owned autos	Combined Single Limit	\$2,000,000
Excess Liability, Umbrella Form	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
Workers' Compensation	Statutory Requirements	

WIN and District shall name the other as additional insured with respect to General Liability insurance. Each Party shall have the right to self-insure for damage to its property and if a Party is self-insured it will assume all risk of loss to its property and holds the other Party harmless for any damages regardless of the cause. The foregoing does not apply if a Party does not self-insure.

## 12. Underlying Rights

(a) This Agreement is subject and subordinate to all of the terms and conditions of the Amended and Restated CLEC Master Lease and/or the Amended and Restated ILEC Master Lease, as applicable, between CSL National, LP, et. al., (collectively "Landlord") and Windstream Holdings, Inc., et. al., dated September 18th, 2020 (the "Master Lease"). However, except in the event of a cancellation or termination of the Master Lease and any attornment by District to Landlord in connection with this Agreement, District is not assuming any of WIN's duties or obligations under the Master Lease (including WIN's duty and obligation to pay rent under the Master Lease) and nothing in this Agreement nor any acts pursuant to it shall be construed as an assumption of any of WIN's duties and obligations under the Master Lease.

(b) The District's exercise of its rights under this Agreement may not conflict with any Legal Requirement (as that term is defined in the Master Lease) or any other provision of the Master Lease.

(c) In the event of cancellation or termination of the Master Lease for any reason whatsoever or of the surrender of the Master Lease (whether voluntary, involuntary or by operation of law) prior to the expiration date of this Agreement, including extensions and renewals granted hereunder, then, subject to the terms of the Master Lease, at Landlord's option (as "Landlord" is defined in the Master Lease), District shall make full and complete attornment of its obligations under this Agreement to Landlord for the balance of the term of this Agreement, which attornment shall be evidenced by an agreement in form and substance satisfactory to Landlord and which District shall execute and deliver within five (5) days after request by Landlord and District shall waive the provisions of any law now or hereafter in effect which may give District any right of election to terminate this Agreement in the event any proceeding is brought by Landlord to terminate the Master Lease.

(d) In the event District receives a written notice from Landlord stating that the Master Lease has been cancelled, surrendered or terminated, then, subject to the terms of the Master Lease, District shall thereafter be obligated to pay all amounts accruing under this Agreement directly to Landlord (or as Landlord shall so direct).

(e) Nothing contained in this Agreement is intended to displace any ownership right of the District in fibers granted to it pursuant to the 1999 Agreement.

### **13. General**

(a) Binding Effect. This Agreement and each of the Parties' respective rights and obligations under this Agreement, shall be binding on and shall inure to the benefit of the Parties hereto and each of their respective permitted successors and assigns.

(b) Waiver. The failure of either Party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan, without reference to its choice of law principles.

(d) Rules of Construction. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement or as amplifying or limiting any of its content. Words in this Agreement which import the singular connotation shall be interpreted as plural, and words which import the plural connotation shall be interpreted as singular, as the identity of the parties or objects referred to may require. Unless expressly defined herein, words having well known technical or trade meanings shall be so construed. All listing of items shall not be taken to be exclusive, but shall include other items, whether similar or dissimilar to those listed, as the context reasonably requires.

(e) Remedies Cumulative. Except as set forth to the contrary herein, any right or remedy of WIN or District shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

(f) No Third Party Rights. Nothing in this Agreement is intended to provide any legal rights to anyone not an executing Party of this Agreement.

(g) Jointly Drafted. This Agreement has been fully negotiated between and jointly drafted by the Parties.

(h) Entire Agreement. This Agreement constitutes the entire and final agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are integral parts hereof and are hereby made a part of this Agreement. To the extent that any of the provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the terms of this

Agreement shall prevail. This Agreement may only be modified or supplemented by an instrument in writing executed by each Party and delivered to the Party relying on the writing. The Parties agree that no earlier draft or drafts of this Agreement shall be used for any purpose.

(i) No Personal Liability. Each action or claim against any Party arising under or relating to this Agreement shall be made only against such Party as a corporation or company, and any liability relating thereto shall be enforceable only against the corporate assets of such Party. No Party shall seek to pierce the corporate or company veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, officer or director of the other Party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section and shall be entitled to enforce the obligations of this Section.

(j) Relationship of the Parties. The relationship between WIN and District shall not be that of partners, agents, or joint venturers for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. WIN and District, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk subject, however, to the terms and conditions hereof.

(k) Severability. If any term, covenant or condition contained herein is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, the remainder of this Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(l) Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

In confirmation of their consent and agreement to the terms and conditions contained in this Agreement and intending to be legally bound hereby, the Parties have executed this Agreement as of the Effective Date.

“GRANTOR”:  
WINDSTREAM ENTERPRISE  
HOLDINGS, LLC

“GRANTEE”:  
WASHTENAW INTERMEDIATE  
SCHOOL DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A MAINTENANCE AND REPAIR**

Throughout the Term, WIN shall have the obligation to maintain and repair the WIN System and District Fibers in accordance with the following requirements and procedures:

1. Maintenance.

(a) Scheduled Maintenance. Routine maintenance and repair of WIN's System, as described in this section, ("Scheduled Maintenance") shall be performed by or under the direction of WIN, at WIN's reasonable discretion or at District's request. Scheduled Maintenance shall include the following activities:

(i) Patrol of the WIN Cable on a regularly scheduled basis, in accordance with WIN's then current procedures for maintenance;

(ii) WIN will subscribe to each and all One-Call Agencies that affect one or more of the WIN Cable routes and will locate buried cables within the tolerances and time intervals required by each of the One-Call Agencies;

(iii) Assignment of fiber maintenance technicians to locations along the route of WIN's System at approximately 4 hour intervals dependent upon terrain and accessibility.

(b) Unscheduled Maintenance. Non-routine maintenance and repair of WIN's System, which is not included as Scheduled Maintenance, ("Unscheduled Maintenance"), shall be performed by or under the direction of WIN. Unscheduled Maintenance shall consist of:

(i) "Emergency Unscheduled Maintenance" in response to an alarm identification by WIN's Operations Center, notification by District or notification by any third party of any failure, interruption or impairment in the operation of WIN's System, or any event imminently likely to cause the failure, interruption or impairment in the operation of WIN's System.

(ii) "Non-Emergency Unscheduled Maintenance" in response to any potential service-affecting situation to prevent any failure, interruption or impairment in the operation of WIN's System.

District shall immediately report the need for Unscheduled Maintenance to WIN in accordance with procedures promulgated by WIN from time to time. WIN will log the time of District's report, verify the problem and dispatch personnel immediately to take corrective action.

2. Operations Center.

WIN shall operate and maintain an Operations Center ("OC") staffed twenty-four (24) hours a day, seven (7) days a week by trained and qualified personnel. WIN's maintenance employees shall be available for dispatch twenty-four (24) hours a day, seven (7) days a week. WIN shall have its first maintenance employee at the site requiring Emergency Unscheduled Maintenance activity within four (4) hours after the time WIN becomes aware of an event requiring Emergency Unscheduled Maintenance, unless delayed by circumstances beyond the reasonable control of WIN. WIN shall maintain a toll-free telephone number to contact personnel at the OC. WIN's OC personnel shall dispatch maintenance and repair personnel along the system to handle and repair problems detected in WIN's System, (i) through District's remote surveillance equipment and upon notification by District to WIN, or (ii) upon notification by a third party.

3. Cooperation and Coordination.

(a) District shall utilize an Operations Escalation List, as updated from time to time, to report and seek immediate initial redress of exceptions noted in the performance of WIN in meeting maintenance service objectives.

(b) In performing its services hereunder, WIN shall take workmanlike care to prevent impairment to the signal continuity and performance of WIN's System. The precautions to be taken by WIN shall include notifications to District. In addition, WIN shall reasonably cooperate with District in sharing information and analyzing the disturbances regarding the cable and/or fibers. In the event that any Scheduled or Unscheduled Maintenance hereunder requires a traffic roll or reconfiguration involving cable, fiber, electronic equipment, or regeneration or other facilities of District, then District shall, at WIN's reasonable request, make such personnel of District available as may be necessary in order to accomplish such maintenance, which personnel shall coordinate and cooperate with WIN in performing such maintenance as required of WIN hereunder.

(c) WIN shall notify District at least ten (10) business days prior to the date in connection with any Planned Service Work Period (PSWP) of any Scheduled Maintenance and as soon as possible after becoming aware of the need for Unscheduled Maintenance. District shall have the right to be present during the performance of any Scheduled Maintenance or Unscheduled Maintenance so long as this requirement does not interfere with WIN's ability to perform its obligations under this Agreement. In the event that Scheduled Maintenance is canceled or delayed for whatever reason as previously notified, WIN shall notify District at the WIN's earliest opportunity, and will comply with the provisions of the previous sentence to reschedule any delayed activity.

4. Facilities.

(a) WIN shall maintain the Cable in a manner which will permit District's use, in accordance with the terms and conditions of the Agreement, of the IRU, the District Fibers and the Associated Property required to be provided under the terms of the Agreement.



(b) Except to the extent otherwise expressly provided in the Agreement, District will be solely responsible for providing and paying for any and all maintenance of all electronic, optronic and other equipment, materials and facilities used by District in connection with the operation of District Fibers, none of which is included in the maintenance services to be provided hereunder.

5. Cable/Fibers.

(a) WIN shall perform appropriate Scheduled Maintenance on the Cable in accordance with WIN's then current preventative maintenance procedures as reasonably agreed to by District, which shall not substantially deviate from standard industry practice.

(b) WIN shall maintain sufficient capability to teleconference with District during an Emergency Unscheduled Maintenance in order to provide regular communications during the repair process. When correcting or repairing cable discontinuity or damage, including but not limited to in the event of Emergency Unscheduled Maintenance, WIN shall use reasonable efforts to repair traffic-affecting discontinuity within four (4) hours after WIN maintenance employee's arrival at the problem site. In order to accomplish such objective, it is acknowledged that the repairs so effected may be temporary in nature. In such event, within twenty-four (24) hours after completion of any such Emergency Unscheduled Maintenance, WIN shall commence its planning for permanent repair, and thereafter promptly shall notify District of such plans, and shall implement such permanent repair within an appropriate time thereafter. Restoration of open fibers on fiber strands not immediately required for service shall be completed on a mutually agreed-upon schedule. If the fiber is required for immediate service, the repair shall be scheduled for the next available PSWP. If Maintenance activity is not timely performed under this Agreement pursuant to Section 1(a) (Maintenance, Repair and Relocation of the System) of the Agreement, then, subject to Underlying Rights, the District shall have the right to step in and perform such activity under the provisions set forth in Section 6(c) (Self Help Provision) of the Agreement.

(c) WIN's representatives that are responsible for initial restoration of a cut Cable shall carry on their vehicles the typically appropriate equipment that would enable a temporary splice, with the objective of restoring operating capability in as little time as possible. WIN shall maintain and supply an inventory of spare cable in storage facilities supplied and maintained by WIN at strategic locations to facilitate timely restoration.

6. Planned Service Work Period (PSWP).

Scheduled Maintenance which is reasonably expected to produce any signal discontinuity must be coordinated between the Parties. Generally, this work should be scheduled after midnight and before 6:00 a.m. local time. Major system work, such as fiber rolls and hot cuts, will be scheduled for PSWP weekends.

7. Restoration.

(a) WIN shall respond to any interruption of service or a failure of District Fibers to operate in accordance with the 1999 Agreement (in any event, an "Outage") as quickly as possible (allowing for delays caused by circumstances beyond the reasonable control of WIN) in accordance with the procedures set forth herein.

(b) When restoring a cut Cable in WIN's System, the Parties agree to work together to restore all traffic as quickly as possible. WIN, promptly upon arriving on the site of the cut, shall determine the course of action to be taken to restore the cable and shall begin restoration efforts.

(c) The goal of emergency restoration splicing shall be to restore service as quickly as possible. This may require the use of some type of mechanical splice, such as the "3M Fiber Lock" to complete the temporary restoration. Permanent restorations will take place as soon as possible after the temporary splice is complete.

8. Contracting.

WIN may contract any of the maintenance services hereunder; provided that WIN shall require the contractor(s) to perform in accordance with the requirement and procedures set forth herein.

## EXHIBIT B-1

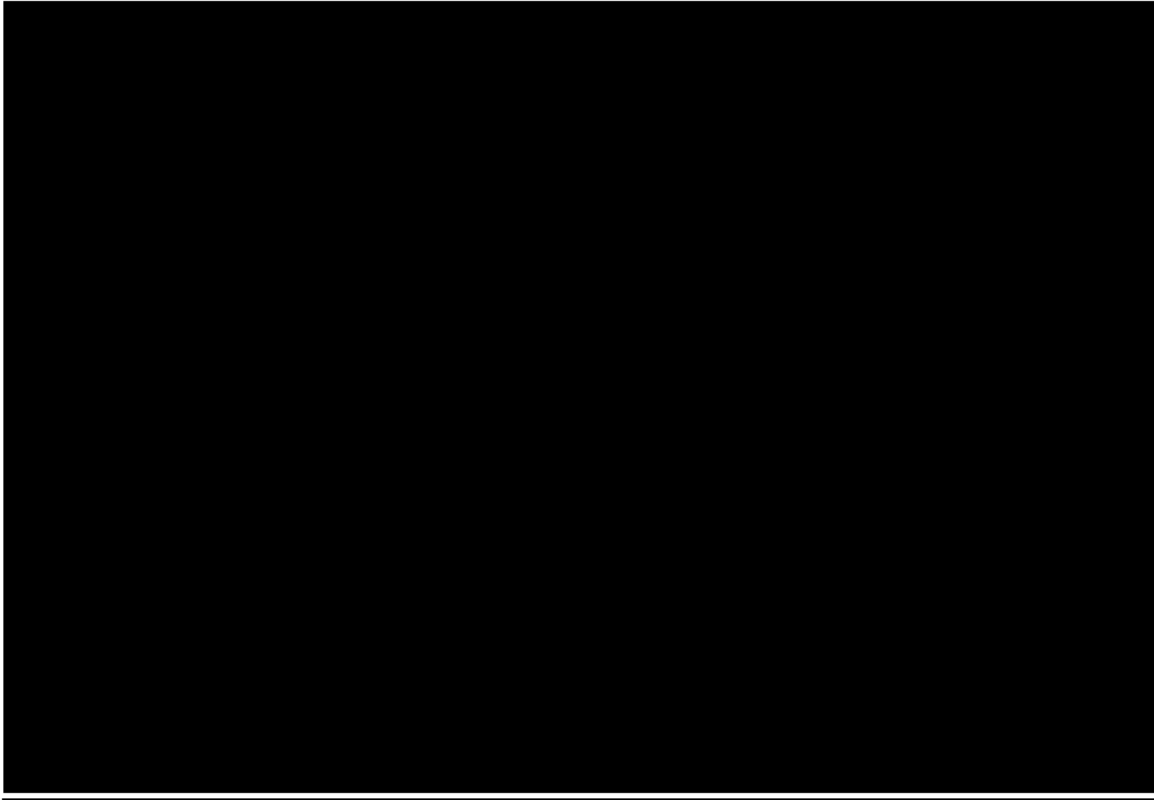
Description of Cable route segment and District Fibers to be maintained:

**The Cable.** The “Cable” includes and is limited to certain fibers pursuant to the 1999 Agreement in 109.76 route miles as described in Route Map below:

**O & M FEE.** Per the Maintenance Agreement executed between the Parties, District. District agrees to pay to WIN, an annual Maintenance Fee for Scheduled Maintenance in the amount equal to \$350 per route mile.  $\$350 \times 109.76 \text{ route miles} = \$38,416.00$ . In January of each year, the Maintenance Fee(s) shall increase by two percent (2%).

**Access.** The Parties acknowledge that the District Fibers have been spliced and accepted on or before the Effective Date.

### **Route Map**





# SCHOOL LAW NOTES

APRIL 24, 2025

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JEFFREY J. SOLES	CRISTINA T. PATZELT
MICHAEL D. GRESENS	PHILIP G. CLARK
CHRISTOPHER J. IAMARINO	PIOTR M. MATUSIAK
RAYMOND M. DAVIS	JESSICA E. MCNAMARA
MICHELE R. EADDY	RYAN J. MURRAY
KIRK C. HERALD	ERIN H. WALZ
ROBERT A. DIETZEL	MACKENZIE D. FLYNN
KATHERINE WOLF BROADDUS	KATHRYN R. CHURCH
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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

## Wrapping Up Teacher Evaluations:

### Incorporating Data & Avoiding Common Mistakes

As the school year winds down, school officials should review the legal requirements and best practices for incorporating student growth and assessment data into teacher evaluations to avoid common evaluation mistakes.

#### *Student Growth and Assessment Data*

Revised School Code (RSC) Section 1249 requires school officials to consider student growth and assessment data or student learning objectives in a teacher's year-end evaluation. Section 1249 defines "student learning objectives" as "measurable, long-term, academic goals, informed by available data, that a teacher or teacher team sets at the beginning of the year for all students." This portion of the year-end evaluation must be based on locally agreed-on student growth and assessment data or student learning objectives metrics, which must be collectively bargained if the teachers are covered by a collective bargaining agreement. Student growth and assessment data or student learning objectives must account for 20% of a teacher's performance evaluation.

To assist school officials with Section 1249's implementation, the Michigan Department of Education published [Educator Evaluations FAQs](#).

School officials should note that, while student growth and assessment data may be a factor in determining a teacher's ability to impart knowledge, such data cannot, by itself, prove that a tenured teacher is incompetent, and schools are prohibited from discharging a tenured teacher solely due to poor student growth and assessment data. To discharge a tenured teacher for incompetency, school officials must base their decision on five factors, a deficiency in any one of which may support a finding of incompetence: (1) the teacher's knowledge of the subject; (2) the teacher's ability to impart it; (3) the manner and efficacy of the teacher's discipline over students; (4) the teacher's rapport with parents, students, and other faculty; and (5) the teacher's physical and mental ability to withstand the strains of teaching.

#### *Common Mistakes*

School officials should avoid the following common mistakes when conducting teacher evaluations:

- *Failing to recognize which teachers need an Individualized Development Plan (IDP).* The Teachers' Tenure Act broadly requires that *all* probationary teachers receive an IDP, and the RSC requires that all *first-year* probationary teachers and *any* teacher rated "minimally effective," "ineffective," "needing support," or "developing" on their most recent annual year-end evaluation receive an IDP. Schools must comply with both the Teachers' Tenure Act and the RSC,

meaning all probationary teachers should receive an IDP. School officials also may place an “effective” teacher on an IDP to address a specific performance-related issue or simply to improve performance.

- *Failing to identify performance goals for the next school year in the year-end evaluation.* The RSC requires that all annual year-end teacher evaluations include specific performance goals that: (1) assist the teacher with improving effectiveness for the next school year; (2) are developed by the school official conducting the evaluation in consultation with the teacher; and (3) include recommended training, in consultation with the teacher, to assist the teacher with meeting performance goals.
- *Failing to give a teacher notice of deficiencies and ample opportunities to improve.* It is a best practice to provide written deficiency notices and to observe or monitor the teacher’s progress often to determine whether the teacher’s performance has improved. School officials should provide teachers with notice of deficient performance and opportunities to improve throughout the school year to ensure compliance with Section 1249. In addition, school officials should assist with the teacher’s development by identifying relevant coaching, instructional support, and professional development.
- *Failing to do observation “homework.”* Section 1249 requires observers and evaluators to review the teacher’s lesson plan, the state curriculum standard used in the lesson, and student engagement in the lesson during an observation. All classroom observations must be discussed during a post-observation meeting between the evaluator and the teacher.
- *Failing to conduct and complete mid-year progress reports.* A mid-year progress report is required for *all* first-year probationary teachers and *any* teacher rated “minimally effective,” “ineffective,” “needing support, or “developing” on their most recent year-end evaluation. The mid-year progress report must: (1) gauge the teacher’s improvement from the preceding year or set a benchmark for first-year teachers; (2) assist the teacher with improving; (3) align with the teacher’s IDP; (4) include specific performance goals for the remainder of the year; and (5) recommend training designed to assist the teacher with meeting goals. At the mid-year progress report, a school administrator must develop, in consultation with the teacher, a written

improvement plan that includes these goals and training designed to help the teacher improve their rating.

Importantly, since teacher evaluation is no longer a prohibited bargaining subject, school officials must also comply with relevant provisions in the applicable collective bargaining agreement.

Failing to follow Section 1249’s requirements may undermine a school’s subsequent layoff, nonrenewal, or termination decision. School officials should (1) review their performance evaluation system and applicable collective bargaining agreement to ensure they comply with the RSC and the Teachers’ Tenure Act, and (2) prepare a list of all teacher IDPs at the beginning of the school year to ensure observations and mid-year progress reports are calendared and completed, and that nonrenewal timelines will be followed.

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### Frontloaded ESTA Leave: Is Clawing Back Unearned Leave Legal?

As detailed in our [February 24, 2025 E-Blast](#), and updated in the [March 2025 School Law Notes](#), the Michigan Earned Sick Time Act (ESTA) took effect on February 21, 2025. For a school that frontloads ESTA leave time at the beginning of the school’s ESTA benefit year, the school may encounter a situation where an employee uses all frontloaded ESTA leave and separates from employment before the school’s ESTA benefit year concludes. An [FAQ](#) issued by the Michigan Department of Labor and Economic Opportunity on March 7, 2025 indicates that, in certain circumstances, school officials may claw back the value of the used leave if the employee used more ESTA leave than the employee would have accrued as of the employee’s separation date.

Michigan law generally prohibits a school from clawing back frontloaded ESTA leave by charging such leave against an employee’s last paycheck *unless* such a deduction is authorized in a collective bargaining agreement (CBA) or if the employee has provided full, free, and written consent for that paycheck.

Except for deductions expressly permitted by law or by a CBA, the Michigan Payment of Wages and Fringe Benefits Act generally prohibits an employer from making a deduction from an employee’s wages without the “full, free, and written consent of the employee, obtained without intimidation or fear of discharge for refusal to permit the deduction.” Further, the Michigan Court of Appeals has held that for deductions not authorized by law or a CBA, a separate written consent is required for each paycheck subject to a deduction and the deduction cannot reduce gross wages to less than

minimum wage. Thus, written consent only provides authorization for payroll deduction during one payroll period. Every subsequent deduction requires new written consent.

For an employee exempt under the Fair Labor Standards Act (FLSA), the FLSA generally prohibits deductions from pay. However, the FLSA's regulations permit employers to make a deduction from pay when an exempt employee is absent from work for one or more full days for personal reasons other than sickness or disability.

ESTA Section 12 provides that if employees are covered by a CBA in effect on February 21, 2025, and the CBA conflicts with ESTA, then ESTA will apply beginning on the CBA's stated expiration date. Accordingly, school employees who are currently covered by a CBA that includes personal time off with uses for sick time or a similar benefit are subject to the terms of the CBA and *not* to ESTA until the CBA expires.

Whether a school may claw back frontloaded ESTA leave concerns wages and other terms and conditions of employment and is consequently a mandatory bargaining subject. Therefore, school officials should be prepared to address language in future CBA negotiations that will permit the school to charge the value of used ESTA leave against an employee's pay if the employee uses more ESTA leave than the employee would have earned as of the employee's separation date.

#### *Employees Not Covered by a CBA*

For non-union employees, school officials may choose to include language in an individual employment contract that authorizes the school to deduct any overpayment from the employee's last paycheck due to use of ESTA leave. For non-union employees working without an individual employment contract, school officials should consider requesting that such employees sign an acknowledgement that, if the school will frontload ESTA leave, the employee consents to the deduction of overpayment of leave from the employee's final paycheck. Schools may not make deductions that reduce an employee's regularly scheduled gross wages to less than the state minimum wage.

Schools also may choose to provide frontloaded ESTA leave to employees without obtaining consent to claw back used leave time. In this circumstance, school officials should be aware that if an employee uses more frontloaded leave than the employee would have accrued as of the employee's separation date, it may be harder to charge the employee for the used time. If you have questions or would like assistance with employment contracts or drafting an employee acknowledgement form for ESTA purposes, please contact your [Thrun labor and employment attorney](#).

## **Graduation Guidelines: Diplomas, Dress Codes, and Due Process**

With graduation approaching, school officials should consider common graduation-related legal issues and our recommendations for addressing those issues.

### *Withholding Diplomas and "Walking" at Graduation*

The end of the school year is sometimes accompanied by senior pranks and other student misconduct, which may cause school officials to consider withholding a student's diploma as a disciplinary action. Withholding an earned diploma deprives a student of a constitutionally protected property interest and subjects the school to potential liability. Some courts have ruled that a student who is awaiting an expulsion hearing but has completed graduation requirements is still entitled to a diploma.

While students generally have a right to a diploma after satisfying graduation requirements, they do not have the right to receive the diploma at a graduation ceremony. Like participating in prom and other extracurricular activities, walking across the graduation stage is a privilege that may be revoked. If student misconduct results in discipline at the end of the school year, rather than withholding a diploma, school officials may revoke a student's privilege to walk at graduation. To avoid backlash from students and parents, school officials should include graduation participation expectations in the student handbook and notify students and their parents of those expectations as early as possible. That notice also should address whether a student who has not timely completed graduation requirements may participate in the graduation ceremony in anticipation of earning a diploma.

### *Cap and Gown Dress Code*

A school can enforce a nondiscriminatory dress code for graduation. However, a dress code may *not* discriminate based on any legally-protected classification, including sexual orientation, gender identity or expression, or hair textures or styles commonly associated with race. The dress code should be communicated to students and parents as early as possible. Courts have upheld published cap and gown requirements and, in one case, a "no jeans" policy. Another court upheld a dress code that prohibited decorated graduation caps. In that case, because *all* decoration was prohibited, the students' First Amendment rights were not violated. A student's refusal to comply with a published nondiscriminatory dress code can justify excluding that student from the graduation ceremony.

Some schools provide different gown colors for male and female students. We recommend allowing



students to wear gown colors consistent with their gender identity or allowing all students to choose between two colors. Arbitrary dress code distinctions based on sex are frequently targeted in sex discrimination lawsuits and can be easily avoided by single-color or student-choice color policies.

School officials must also comply with Revised School Code Section 1300, effective April 2, 2025, which requires schools to allow Native American individuals to wear traditional regalia and to bring traditional objects to ceremonies of honor, including a graduation ceremony. Traditional regalia are “any cultural, religious, or ceremonial clothing or wearable items representing a Native American’s tribal or ancestral traditions.” Traditional objects are “any cultural, religious, or ceremonial items or objects that hold tribal or ancestral meaning, significance, or importance for a Native American.” Both terms exclude certain clothing and items such as dangerous weapons prohibited by RSC Section 1313 and tobacco products prohibited on school property by Michigan Penal Code Section 473.

#### *Avoid Religious Holidays*

According to the Elliott-Larsen Civil Rights Act, public schools cannot deny a “privilege” based on religion. Because walking across the graduation stage is considered a “privilege,” schools should avoid scheduling graduation ceremonies on religious holidays. Failing to do so may result in lawsuits alleging religious discrimination.

#### *Prayer at Graduation*

School-organized or mandated prayer at graduation ceremonies violates the First Amendment’s Establishment Clause. The U.S. Supreme Court has held that a clergy-led graduation invocation is unconstitutional. Similarly unconstitutional is a school-led process of having students elect a classmate to lead an organized prayer at graduation.

However, note that individual students may voluntarily incorporate religious content in valedictory or other graduation speeches. While student speech that is part of a school-sponsored event may bear the school’s imprimatur, censoring religious content from a student’s graduation speech may violate the student’s First Amendment free speech rights. Courts have held that graduation prayer *voluntarily initiated* by a student without school encouragement is permissible.

School officials should provide students with appropriate guidelines for graduation speeches. We also recommend including a disclaimer statement in the graduation ceremony program stating that the views expressed by students and other speakers do not necessarily represent the school’s views.

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## Secretary of Education Issues DCL on FERPA and Parental Rights

On March 28, 2025, U.S. Secretary of Education Linda McMahon issued a [Dear Colleague Letter](#) (DCL) pledging to enforce compliance with the Family Educational Rights and Privacy Act (FERPA) and the Protection of Pupil Rights Amendment (PPRA). FERPA grants parents the right to review, inspect, and amend their child’s education records and to restrict disclosure of those records with certain exceptions. The PPRA gives parents the right to opt their child out of certain surveys and physical examinations and to inspect instructional and curricular materials. Failure to comply with these statutes can result in federal funds being withheld.

The DCL says that some states and schools have adopted policies that “specifically instruct teachers and administrators to conceal critical information in student records from their parents.” In the DCL, Secretary McMahon declared that “[g]oing forward, the Department of Education will insist that schools apply FERPA correctly to uphold, not thwart, parents’ rights.”

Attached to the DCL is a letter from the USDOE’s Student Privacy Policy Office (SPPO), reminding states and schools of their legal obligations under FERPA and identifying the following concerns as priorities:

#### *Parental Right to Inspect and Review Education Records*

According to the SPPO letter, many schools may have policies and practices that conflict with a parent’s right to inspect and review their child’s education records under FERPA. As an example, the SPPO alleged that schools are creating “Gender Plans” for students but keeping them in separate files so that the school may assert that these plans are not “education records” that can be reviewed and inspected by parents. While FERPA does not provide an affirmative obligation for school officials to inform parents about information contained in an “education record,” parents have a right to inspect and review information directly related to their child and maintained by the school, including any “Gender Plans” created by the school.

#### *Student Safety*

The SPPO letter claims that many parents have complained that they are concerned about the safety of their children because schools are asserting that FERPA requires them to withhold safety information from parents. According to SPPO, to ensure student health and safety, schools should not withhold from parents information that identifies other students who have made death threats against their children. For example, if Student A writes a note describing an intent to kill Student B, FERPA does not preclude school officials from communicating to Student B’s parents that responsive action is being taken with respect to a threat

assessment or potential disciplinary action. Similarly, safety measures that a school might take that directly affect both Student A and Student B, such as a no contact order or additional supervision in hallways or on transportation, may be disclosed to both students' parents. However, disciplinary action imposed on Student A usually cannot be shared with Student B's parents, unless the discipline directly relates to both students.

#### *Annual Notification of Rights*

The SPPO letter alleges that many schools are not properly notifying parents of their FERPA rights. It reminds school officials that they must annually notify parents of these rights. This notice may be sent to parents *en masse* and can be transmitted by any means that are "reasonably likely to inform" parents of their rights, such as by publication in the school calendar, newsletter, student handbook, or school website.

#### *Military Recruiters*

The SPPO letter reminds school officials that the Elementary and Secondary Education Act gives military recruiters the same access to secondary students as provided to college recruiters or to prospective employers and requires that schools provide student information when requested, unless a parent has opted out.

If you have questions regarding FERPA, the PPRA, or the information in the DCL and SPPO letter, please contact a [Thrun student matters attorney](#).

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### **Special Education Transportation: Staying on the Right Side of the Road**

Under the Individuals with Disabilities Education Act (IDEA), the definition of "related services" includes transportation. As a result, transportation must be included in a student's Individualized Education Program (IEP) if it is necessary to provide the student a free appropriate public education (FAPE).

Transportation should not be added as a related service to a student's IEP without the IEP Team thoroughly discussing whether transportation is necessary for that student to receive a FAPE. Unless IEP Teams are trained to give transportation thoughtful consideration, school officials may find that students have it included in their IEPs despite no disability-related need for that service.

#### *What Constitutes Transportation under the IDEA?*

The IDEA defines transportation to include travel to and from home and school and between schools, travel in and around school buildings, and specialized equipment (such as lifts or ramps) necessary to

transport a child. Transportation as a related service also includes travel to and from extracurricular activities *if* the extracurricular activity has been identified in the IEP as necessary for FAPE. Even if participation in the extracurricular activity has not been identified in the IEP, school officials must consider whether failing to provide extracurricular transportation would violate Section 504 of the Rehabilitation Act.

In September 2023, MDE published guidance on [Determining the Need for Special Education Transportation](#). In the guidance, MDE defines special education transportation as that which is provided in a vehicle used to transport only students with disabilities. Therefore, if a student with an IEP is transported in a vehicle that transports students with and without disabilities, the student is not receiving special education transportation, and transportation would not be identified as a related service in the student's IEP. However, a student with an IEP who does not need transportation as a related service may still need supplementary aids and support, such as preferential seating or a bus aide, to successfully access general education transportation vehicles. These supplemental aids and services must be listed in the student's IEP.

#### *Determining the Need for Special Education Transportation*

Whether a student needs special education transportation is an IEP Team decision and cannot be made unilaterally by school staff. The IEP Team must consider the unique circumstances of each student without regard to the student's special education eligibility category. Factors to consider include:

- the nature and extent of the student's disability;
- whether the student has behavior issues that pose a safety risk to the student or others;
- medical issues that require special accommodations (e.g., need for air conditioning or one-on-one assistance);
- the need for specialized equipment to be able to travel safely; and
- potential harmful effects, such as how long the student will be on the vehicle.

Because transportation is subject to the same least restrictive environment requirements as other placement decisions, most students with disabilities should be transported via general education vehicles with their non-disabled peers (using supplemental aids and services as needed).

#### *Types of Special Education Transportation*

Special education transportation may utilize a variety of vehicles, including vans, school buses, and



cars. Schools that utilize a vehicle that seats fewer than 10 people should consult MDE's Pupil Transportation Advisory Committee's [Advisory Practice and Guideline](#), which provides important information.

The parameters of transportation are an individualized decision made by the IEP Team. Options include door-to-door, curb-to-curb, and corner-to-corner.

Door-to-door transportation means that the IEP Team has determined that the student must be met by transportation staff at his or her door and delivered to the door of the school or classroom. This is a heightened level of intervention with the student never being without direct supervision and support by a school staff member.

Curb-to-curb transportation means that the special education vehicle pulls up directly adjacent to the student's driveway. If the student needs an escort into the school building, that should be documented in the IEP and provided.

Corner-to-corner transportation means that the student can independently get to a designated pick-up and drop-off location that is near the student's home.

Many students who require special education transportation may be transported with other students with disabilities. However, there may be instances when a student must be transported alone for safety reasons.

#### *Transportation Issues that Do Not Require an IEP Team Decision*

Except in rare circumstances, there are several transportation decisions that school officials may make outside the IEP process. For example, decisions about staffing transportation vehicles are administrative decisions so long as the assigned staff is qualified. The vehicle used to transport must comply with the Pupil Transportation Act, but the type of compliant vehicle used is generally a school, not an IEP Team, decision. It may become an IEP Team decision if a specific type of vehicle is necessary to provide a FAPE due to the student's disability.

Similarly, parents of students with disabilities typically do not have any greater input on decisions about the route and length of time to get to and from school than the parents of students who do not require special education transportation. However, these considerations may be factors in determining whether special education transportation is required.

#### *Miscellaneous Considerations*

If a student's IEP includes special education transportation as a related service, the school is obligated to provide it. Staff shortages, driver strikes, vehicle issues, and administrative delays are not

defenses for failure to transport a student. The country-wide bus-driver shortage has created a significant hardship for many schools and, like other types of staff shortages, may necessitate creative solutions or compensatory services. One option may be to reimburse a parent or other family member who voluntarily transports a student due to staff or vehicle shortages.

Schools have a general duty to ensure that all transportation equipment is in safe working condition. That obligation includes any specialized equipment necessary to transport a student with a disability. In addition to complying with the annual bus inspection requirement in the Pupil Transportation Act, bus personnel should monitor lifts, harnesses, clamps, and other specialized equipment regularly to ensure good working order.

Finally, transportation directors and bus drivers should be knowledgeable about students' behavior plans and special education discipline protections. If a student's IEP does not include transportation as a related service, the student can be suspended from bus services in the same way that a student without a disability is suspended. Behavior that triggers discipline in the transportation setting should be monitored and discussed by the IEP Team to consider whether additional supports, or even transportation as a related service, needs to be included in the IEP. If the IEP includes transportation, the student is entitled to the IDEA's discipline protections for bus removals, which may include a manifestation determination meeting to decide whether the conduct was a manifestation of the student's disability.

School officials should remind staff that transportation must be carefully considered when drafting an IEP to avoid either incurring the expense and administrative burden of an unnecessary obligation or liability for failing to provide a FAPE.

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### **Grade-to-Grade Progression Does Not Override Progress on IEP Goals**

If a special education student is not making progress on a goal, masking the problem with accommodations and moving that student on with his grade cohort could be a violation the student's right to a free appropriate public education.

The Sixth Circuit Court of Appeals, whose decisions are binding in Michigan, recently held that a student who graduated from high school without learning to read – and who was capable of learning to read – was denied a FAPE and was owed 888 hours of compensatory education. *William A v Clarksville-*

*Montgomery School System*, Docket No. 24-5591 (CA 6, 2025).

The student, William, enrolled in the school as a 5th grader and had reading, writing, and math learning disabilities. To address those disabilities, the school developed an IEP for William. Each year, the school and William's parents reviewed and revised his IEP, but throughout middle school, the IEP remained largely the same. William's inability to read also remained the same, and he repeatedly failed to make progress on his IEP reading fluency goals.

When William entered high school, a special education teacher expressed concern that his IEP was not helping him make progress and informed school administrators that he could not read. Although William sometimes performed well in school, he made no progress toward his IEP reading fluency goals. His IEP Team added accommodations, including technology programs that read printed text aloud and helped him write.

When he was in the 11th grade, one of William's teachers suggested to his mother that he may have dyslexia. At his mother's request, the school psychologist tested him and agreed that his reading struggles seemed consistent with dyslexia.

William's parents arranged for private tutoring with a dyslexia specialist who focused on basic reading skills. With the private tutor, William made progress in learning to read. His parents asked that the tutor's reading program be included in his next IEP, but the school refused, instead proposing to continue with the same fluency goal.

William's parents filed a due process complaint. The administrative law judge focused on two key questions: first, whether William could learn to read; and, second, whether doing so required something different from what the school had offered in his IEPs. Finding that the answer to both questions was "yes," the ALJ ordered the school to provide William with 888 hours of dyslexia tutoring from a trained reading interventionist.

On appeal to the Sixth Circuit Court of Appeals, the school argued that because William was educated in the general education classroom, advanced from grade to grade, and maintained a 3.0 GPA or better, he received the FAPE to which he was entitled.

The Sixth Circuit disagreed. Citing the *Endrew F.* standard that a school must offer an IEP "reasonably calculated to enable a child to make progress appropriate in light of the child's circumstances," the court found that William's IEPs were not tailored to his circumstances because they failed to address the foundational skills necessary for him to read. The court explained that, apart from William's dyslexia itself, his

most "salient circumstance" in this case was that, with proper instruction, he could learn to read.

The court chastised the school for advancing William from grade to grade without being able to read and explained that, instead of addressing the reading skills William needed, the IEP Team added accommodations that "masked his inability to read." For example, in addition to the technology accommodations, the school gave William 24 extra hours to complete all assignments, which allowed him to complete his assignments at home with any technical assistance he could find. Those accommodations led to William's school success, despite his inability to read.

This case serves as a reminder for IEP Teams that when a student is not making progress on a goal, the IEP Team must consider if the student lacks one or more foundational skills underlying the goal. If the IEP Team cannot determine why a student struggles to achieve the goal, additional data must be gathered and the IEP revised. IEP Teams should not just roll the goal into the next year's IEP.

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## Truth-in-Taxation & Budget Hearing Reminder

Michigan law requires public schools to adopt their annual budgets by June 30th each year. A taxing entity, including a school district or ISD, must satisfy the truth-in-taxation process if its anticipated operating tax revenue will exceed what it collected in the previous fiscal year (with exceptions for certain taxable additions). Elements of this process include: (1) publishing a newspaper notice, (2) holding a truth-in-taxation public hearing, and (3) approving resolutions proposing and adopting additional millage rate(s).

A school or ISD may avoid the burdensome truth-in-taxation process and still levy its full authorized operating millage rate if it takes the following three steps when adopting its budget:

Step 1: The proposed budget must comply with Uniform Budgeting and Accounting Act Section 16. That section requires that a taxing unit's "general appropriations act" (e.g., the adopted budget) state the total number of mills of *ad valorem* property taxes to be levied and the purpose(s) for which that millage will be levied.

The budget must also include a description of the tax base upon which the operating millage will be levied. Examples of those descriptions include: (1) non-principal residence, non-qualified agricultural property, non-qualified forest property, non-supportive housing property, and non-industrial personal property; (2) all property; or (3) principal residence, qualified agricultural property, qualified

forest property, supportive housing property, property occupied by a public school academy, and industrial personal property.

Step 2: The school or ISD must publish a notice for the budget hearing in a newspaper of general circulation within the school district or ISD at least six calendar days before the hearing. That notice must include the following statement printed in 11-point boldfaced type: **The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.**

The budget hearing notice also must include the following information:

- the time, date, and place of the hearing; and
- the location where the proposed budget is available for public inspection.

Step 3: After the budget hearing concludes, the school board must adopt a budget that includes the information described above (i.e., a statement of the total number of mills of ad valorem property taxes to be levied; the purpose(s) for which the millage will be levied; and a description of the tax base on which the millage will be levied).

A school or ISD seeking to levy an operating millage that was approved by voters *after* the board adopted its budget may still avoid the truth-in-taxation process by either: (1) publishing the appropriate budget hearing notice, holding a second public budget hearing, and amending the budget to include the additional millage; or (2) including the proposed millage rate(s) to be voted on, if known, in the original budget, along with completing the proper hearing procedures.

If your school or ISD plans to put an operating millage proposal on the ballot in August or November, including information regarding that millage in the original adopted budget would avoid the need to conduct a second budget hearing procedure after the election.

An ISD that obtains voter approval for a regional enhancement millage should consult with legal counsel about incorporating that millage into the truth-in-taxation process.

Because public school academies, schools of excellence, urban high school academies, and strict discipline academies have no authority to levy a school operating millage, their annual budget hearing notice need not include the 11-point boldface type statement or any reference to a proposed property tax millage rate.

A sample form that a school or ISD may use for the budget hearing notice is attached to this edition of *School Law Notes*. Please note that no specific form of resolution for budget adoption is required. Schools

desiring to reuse budget adoption resolutions from previous years should ensure that they are up to date.

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## Interest Rate Swap Class Action Settlement

Certain Michigan schools may be eligible for settlement proceeds from a class action lawsuit alleging unlawful conspiring activity by certain financial institutions in U.S. interest rate swap transactions. *In Re: Interest Rate Swaps Antitrust Litigation*, Docket No. 16 MD 2704 (SDNY, 2025). A proposed \$71 million settlement is pending in that lawsuit.

To be eligible for settlement proceeds, a school must have entered into an interest rate swap transaction with one of the settlement defendants: Credit Suisse Group AG and other Credit Suisse entities; Bank of America, N.A.; Barclays Bank PLC; Citigroup Inc.; and UBS AG. A school must also have entered into such a transaction during a specified period: January 1, 2008 through January 21, 2022 with a Credit Suisse defendant, or January 1, 2008 through June 10, 2024 with the other settling defendants. A claim form must be submitted by June 16, 2025.

Schools that receive a settlement packet should review their files for any eligible interest rate swap transactions. Upon request, our Firm can also review our finance files for potentially eligible transactions. For questions about the litigation or for assistance with completing a claim form, please contact Thrun attorney Brian Baaki at 517-374-8869 or [bbaaki@thrunlaw.com](mailto:bbaaki@thrunlaw.com).

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## Tariffs and Construction Contracts

Recent trade tariffs implemented by the Trump administration have sparked concerns about U.S. markets, including uncertainty about price increases and potential supply shortages in the construction industry. Given the volatile tariff climate, school officials should understand how tariffs could affect their ongoing and future construction projects to ensure their school's interests are protected.

Tariffs likely would increase the cost of numerous construction materials, including steel, aluminum, lumber, and other specialized components that are sourced internationally. Construction materials produced in the United States also may see price increases from the decrease in competition due to reduced imports from international suppliers and manufacturers. Tariffs also could negatively affect supply chains, causing project delays and disruptions to already strained markets.

These current economic conditions likely will cause construction contractors to off-load increased material costs onto their consumers by proposing price and fee increases to current construction contracts. Most school construction contracts, however, are competitively bid, enabling schools to select the lowest responsible bidder at a fixed price point.

A contractor's subsequent claim for additional compensation simply because of supply issues or increased costs runs counter to Michigan's competitive bidding framework. Instead, that process obligates contractors to perform services consistent with the amounts specified in the competitive bidding documents. Moreover, contractors often "lock-in" their costs for materials from suppliers, which may have already been solidified before the recent implementation of trade tariffs.

Construction contracts usually prohibit or limit a contractor from claiming additional compensation for supply cost increases. Absent language to the contrary, a previously executed construction contract remains intact and continues to bind a contractor regardless of material cost increases from tariffs or otherwise. Construction contracts may include language to address unforeseen cost increases and, if so, schools may have a contractual obligation to provide additional payment.

A contractor's demand for additional compensation should be met with scrutiny. Any demand or claim from a contractor for increased payment should be accompanied by documentation specifically identifying their increased material costs and its application towards completing an ongoing construction project. Schools are discouraged from providing additional payment as a contractor is unlikely to return surplus funds to schools in the event supply costs decrease, especially considering the unforeseen trade landscape.

Contractors also may attempt to raise claims outside the contract, such as "frustration of purpose" or "impossibility" claims. Those types of claims are based on an underlying theory that an unforeseen event, beyond the control of the parties, makes the performance of the contract impossible or fundamentally different from what was originally intended. Such claims, however, are generally difficult to prove and often require a contractor to demonstrate that at the time of the contract's execution, it had no feasible way to know that supply costs would significantly increase, and that the increase now makes it impossible to perform the contract. Accordingly, schools generally are not legally required to pay a contractor more than the previously agreed-upon costs and fees in the parties' construction contract and bid documents.

There is also a preference in Michigan law for the use of American and Michigan-based goods and services. Further, when bidding under federal competitive bidding requirements, a preference for the purchase of domestic products likewise applies, so long as those goods and services are competitively priced and of comparable quality. School officials should review relevant board policy and state and federal bidding requirements to ensure that they correctly utilize preference-based goods and services.

Schools also should review their construction contracts to determine whether they have any legal obligation to provide additional payment outside the contract's fee amount because of economic changes, such as trade tariffs. Consult legal counsel if your school is presented with a contractor's claim or demand for additional payment for a construction project.

If you have any questions about how recent tariffs may affect your school's construction contracts or competitive bidding processes, please contact a [Thrun transactional attorney](#).

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Date	Organization	Attorney(s)	Topic
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	MaryJo D. Banasik Austin M. DeLano	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.)
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.)



Date	Organization	Attorney(s)	Topic
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.)
May 5, 2025	MPAAA	Jennifer K. Starlin	Legal Update
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

## Schedule of Upcoming Speaking Engagements

Thrun Law Firm attorneys are scheduled to speak on the legal topics listed below.

For additional information, please contact the sponsoring organization.

[www.thrunlaw.com/calendar/list](http://www.thrunlaw.com/calendar/list)

Date	Organization	Attorney(s)	Topic
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, 2025	St. Joseph ISD Superintendent's Academy	Lisa L. Swem	School Law Update
June 12 & 13, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings
June 23, 2025	MASSP	Jennifer K. Starlin	Navigating Parent Requests without Rocking the Boat
June 23, 2025	MASSP	Robert A. Dietzel	Special Ed 101
August 4, 2025	Wexford Missaukee ISD	Lisa L. Swem	School Law Update
August 5, 2025	Charlevoix-Emmet ISD Superintendent's Academy	Lisa L. Swem	School Law Update
August 6, 2025	UP Administrators Academy	Lisa L. Swem	School Law Update
August 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

Date	Organization	Attorney(s)	Topic
September 18, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Evaluations: What You Need to Know
November 20, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – CBA Summary: Grievances & Collective Bargaining
December 4 & 5, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings