Washtenaw Intermediate School District

November 10, 2026 Board of Education Meeting

Published on November 5, 2026 at 2:52 PM EST

Date and Time

Tuesday November 10, 2026 at 5:00 PM EST

Location

1819 S. Wagner Rd, Ann Arbor, MI 48106

Agenda

		Presenter
I.	**Opening Items**	
A.	Call the Meeting to Order	President Mary Jane Tramontin
B.	Roll Call	TJ Greggs
II.	**Approval of the Agenda**	
A.	November 10, 2026 Board Agenda Memo	
III.	**Communications**	
IV.	**Public Participation**	

Presenter

V. Presentation

A. WISD Financial Audit 2025-2026

VI. Equity, Inclusion, and Social Justice Dialogue

VII. Consent Agenda

A. Approval: Minutes

B. Superintendent's Recommendations

045-26-27 Reclassification Requests

C. Superintendent's Recommendations

046-26-27 Resignation Requests

D. Superintendent's Recommendations

047-26-27 Michigan Department of Lifelong Education, Advancement, and Potential (MILEAP) Out of School Time (OST) Grant Award

E. Superintendent's Recommendations

048-26-27 Contract Amendment for Audiology Services for July 1, 2026 until June 30, 2027

F. Superintendent's Recommendations

049-26-27 Washtenaw Community College Contract Amendment

G. Superintendent's Recommendations

050-26-27 Goalbook Toolkit Service Contract Amendment 2026-27

VIII. New Business

A. Remodel Health ICHRA Third-Party Administrator Contract

B. 2026 Summer Tax Resolution

C. Authorization for Closed Session

IX. Unfinished Business

A. Updated WISD Policies - SECOND READ

Presenter

B. FY2027 Interagency Cash Transfer Agreement (ICTA) with Michigan Rehabilitation Services – SECOND READ

C. Board Goals 2026-2027

X. Other Items of Business

XI. Board of Education Reports

XII. Administrative Reports

A. Superintendent's Report

B. Retainer Newsletter

XIII. Recess for Closed Session

XIV. Reconvene to Open Session

XV. Closing Items

A. Adjourn Meeting

Coversheet

November 10, 2026 Board Agenda Memo

Section: II. Approval of the Agenda
Item: A. November 10, 2026 Board Agenda Memo
Purpose:
Submitted by:
Related Material: November 10, 2026 Board Agenda Memo.pdf

MEMORANDUM

TO: Board of Education

FROM: Naomi Norman, Superintendent

DATE: **November 3, 2026**

RE: **Regular Meeting November 10, 2026**

Agenda Item 1: **Call to Order**: President Tramontin will call the meeting to order.

Agenda Item 2: **Approval of the Agenda**: President Tramontin will ask for approval of the agenda.

Agenda Item 3: **Communications:** There are no communications at this time.

Agenda Item 4: **Public Participation:** Members of the public who wish to address the Board may do so at this time.

Agenda Item 5: **Presentation:**

A. **WISD Financial Audit 2025-2026:** Plante Moran will review the 2025-26 WISD financial audit with the Board.

Agenda Item 6: **Equity, Inclusion, and Social Justice Dialogue:** Superintendent Naomi Norman will facilitate the equity, inclusion, and social justice discussion.

Agenda Item 7: **Consent Agenda:**

A. **Approval: Minutes:** Approval of the minutes of the October 27, 2026, regular meeting.

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

The Superintendent recommends the Board accept the following Reclassification Requests:

045-26-27 **Reclassification Requests:** Please see the reclassification requests for:
Kristen West, current position: Special Education Teacher, 1.0 FTE, 205 workdays, $85,863.00, Unit II. Recommended position: LRE Teacher Consultant, 1.0 FTE, 185 workdays, $77,486.00, Unit II.

The Superintendent recommends the Board accept the following Resignation Requests:

046-26-27 **Resignation Requests:** Please see the resignation requests for:

Maya Vick, effective October 29, 2026. Maya has been employed with the WISD since June 6, 2025, as an Office Professional 2 for Event Services.

047-26-27 **Michigan Department of Lifelong Education, Advancement, and Potential (MILEAP) Out of School Time (OST) Grant Award:** Please see the memo from Supervisor of Instruction Dr. Dawn Stewart. We are pleased to inform you that Washtenaw ISD has been awarded the Out of School Time (OST) grant for the 2026-27 school year, which provides $1,725,540.00 in funding to support before- and after-school, as well as summer programming for students in grades K-12. This grant will enable us to expand and enhance student programming across Ann Arbor, Chelsea, Dexter, Lincoln, Whitmore Lake, and Ypsilanti school districts. The grant period is from November 9, 2026 -September 30, 2027. The OST grant will allow participating districts to strengthen existing programs or create new opportunities that extend learning beyond the traditional school day. Programming will emphasize core academic subjects, including math, reading, and science, while providing meaningful enrichment opportunities that support student engagement and academic growth.

The Superintendent recommends that the Board of Education authorize administration to accept the Michigan Department of Lifelong Education, Advancement, and Potential Out of School Time $1,725,540.00, as presented.

048-26-27 **Contract Amendment for Audiology Services for July 1, 2026 until June 30, 2027:** Please see the memo from Executive Director of Special Education Dr. Stacey Theophelis. Attached is the contract with the University of Michigan, Department of Otolaryngology to provide audiological services for students who are Deaf and/or Hard of Hearing in Washtenaw County Schools. The University of Michigan will assign Anita Vereb and Julie Carlson as the audiologists serving all students with a hearing loss in Washtenaw County. The amendment to this contract is to reflect an increase from the original amount of $152,000 and is not to exceed $160,000 for the July 1, 2026 - June 30, 2027 school year. Due to the continued student needs and state requirements, we are contracting through this agency.

The Superintendent recommends that the Board of Education authorize administration to amend the contract with the University of Michigan Department of Otolaryngology by $8,000 for an amount not to exceed $160,000, as presented.

049-26-27 **Washtenaw Community College Contract Amendment:** Please see the memo from Office Professional Ellen Keane. The administration recommends that the WISD Board of Education authorize the approval of the contact amendment with Washtenaw Community College for Adult Education Programs (English as a second language) for a cost not to exceed $480,000 during the second fiscal year (07/01/2026-06/30/2027) of the original three-year contract (10/1/2025-06/30/2028). Funding for this contract comes from Section 107 - Adult Education account. The total grant funded awarded amount for 07/01/2026 until 06/30/2027 is $400,000. The total compensation from 07/1/2026 until 6/30/2027 is a combination of the awarded total of$400,000 plus the allocated total of unused funds of $80,000 from 10/1/2025 until 06/30/2026, for a combined total not to exceed $480,000.

The Superintendent recommends that the Board of Education authorize administration to amend the contract with the Washtenaw Community College to include an additional $80,000 for an amount not to exceed $480,000, as presented.

050-26-27 **Goalbook Toolkit Service Contract Amendment 2026-27:** Please see the memo from Executive Director of Special Education Dr. Stacey Theophelis. The administration is recommending that

the WISD amend the contract with Enome, Inc for an additional $10,080.00, and a total not to exceed $630,810.00 for an additional 20 licenses for the Goalbook Toolkit services. The WISD currently holds a three-year (3) contract with Enome, Inc to utilize the Goalbook Toolkit and Lincoln Consolidated Schools is requesting the licenses for new staff that have joined their district. The Goalbook Toolkit is an evidence-based online platform designed to strengthen special education instruction and IEP development. This valuable tool will support the development of measurable goals which will help to improve student outcomes. The system builds teacher capacity to create higher-quality Individualized Education Programs (IEPs) and deliver more effective specially designed instruction while ensuring compliance with federal and state mandates.

The Superintendent recommends that the Board of Education authorizes administration to amend the contract with Enome, Inc for $10,080.00, and a total amount not to exceed $630,810.00, as presented.

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

Agenda Item 8: **New Business:**

A. **Remodel Health ICHRA Third-Party Administrator Contract:** Please see the memo from Associate Superintendent Brian Marcel. Earlier this year, we asked our insurance consulting firm, Marsh and McLennan (Marsh) to do a Request for Proposal for a fully-insured option for our medical plans so that we would have that available for our discussion with the joint Federation – Management Committee that is convened each August to review the status of our healthcare plans and to review options. This group also includes a Non-Affiliated representative (the Management members are also Non-Affiliated staff), members of the WEOC Federation officers, and the WEOC Executive Director. Marsh has six other clients that are currently operating with an ICHRA and have experience with a few different ICHRA third-party administrators. Their recommendation, based on their experience with each of these vendors, fee structure, and having worked with WISD for over ten years, was to utilize Remodel Health as our third-party administrator.

Recommendation: Motion that the Board of Education authorizes administration to execute the Agreement and related documents with Remodel Health to serve as the district's ICHRA Third-Party Administrator in the amount of $373,500.00, as presented. (Roll Call Vote)

B. **2026 Summer Tax Resolution**: Please see the annual summer tax levy resolution provided by Associate Superintendent Brian Marcel and our attorneys at Thrun Law Firm. This resolution must be approved prior to January 1, 2027, to continue collection of summer taxes for Washtenaw Intermediate School District in those areas where a summer tax collection has been authorized by our constituent local districts.

Recommendation: Motion that the Board of Education adopt the resolution authorizing the collection of 100% of Washtenaw Intermediate School District taxes in the summer of 2027 in those areas of the District where summer tax collections have been authorized by constituent local school districts, as presented. (Roll Call Vote)

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

Recommendation: Motion that the Board of Education authorize a closed session under section 8(1)(a) for the purpose of conducting the superintendent's evaluation, as presented. (Roll Call Vote)

Agenda Item 9: **Unfinished Business:**

A. **Updated WISD Policies – SECOND READ:** Please see the memo from Supervisor of Human Resource and Legal Services Becky Mullins. Please see the memo from Supervisor of Human Recourse and Legal Services Becky Mullins. The Policy Committee recommends adoption of the following WISD policies: Policies #1410/#3210/#4210 – Staff Ethics, Policy #1615 – Use of Tobacco by Administrators, Policy #3215 – Use of Tobacco by Professional Staff, Policy #4215 – Use of Tobacco by Support Staff. The Policy Committee also recommends the rescission of the following policies: Policy #1422.02 - Non-discrimination based on Genetic Information of the Employee, Policy #3122.02 - Non-discrimination based on Genetic Information of the Employee, Policy #4122.02- Non-discrimination based on Genetic Information of the Employee, Policy #1662 - Anti-Harassment, Policy #3362 - Anti-Harassment, Policy #4362 - Anti-Harassment. **A first read of the policies was done during the Board's regular meeting on October 27, 2026, which included highlights of the proposed changes.**

Recommendation: Motion that the Board of Education approve the following updated WISD policies:

1) **Policies #1410/#3210/#4210 – Staff Ethics**
2) **Policy #1615 – Use of Tobacco by Administrators**
3) **Policy #3215 – Use of Tobacco by Professional Staff**
4) **Policy #4215 – Use of Tobacco by Support Staff**

and the rescission of the following policies:

1) **Policy #1422.02 - Non-discrimination based on Genetic Information of the Employee**
2) **Policy #3122.02 - Non-discrimination based on Genetic Information of the Employee**
3) **Policy #4122.02- Non-discrimination based on Genetic Information of the Employee**
4) **Policy #1662 - Anti-Harassment**
5) **Policy #3362 - Anti-Harassment**
6) **Policy #4362 - Anti-Harassment**

B. **FY2027 Interagency Cash Transfer Agreement (ICTA) with Michigan Rehabilitation Services – SECOND READ:** Please see the memo from Executive Director of Special Education Dr. Stacey Theophelis. Washtenaw Intermediate School District (WISD) has partnered with Michigan Rehabilitation Services (MRS) since 1997 to support students with disabilities in their transition from school to employment. The proposed FY2027 Interagency Cash Transfer Agreement (ICTA) continues this longstanding partnership and expands access to vocational rehabilitation services for eligible students across Washtenaw County's nine local school districts, WISD centralized programs, and the Young Adult Program. The total agreement is $370,370, which includes a $100,000 contribution from WISD and $270,370 in federal matching funds through MRS. The agreement covers October 1, 2026, through September 30, 2027. **This item had a first read at the October 27, 2026 meeting.**

Recommendation: Motion that the Board of Education authorizes administration to contract with Michigan Rehabilitation Services for and amount not to exceed $370,370, as presented. (Roll Call Vote)

C. **Board Goals 2026-2027:** Please see the memo from Superintendent Naomi Norman. I am requesting the Board of Education adopt the same Board Goals from the 2025-2026 year. These goals align with our mission, vision, and values. They remain ambitious and aspirational for our ongoing work.

Recommendation: Motion that the Board of Education approve the Board Goals for the 2026-2027 year, as presented.

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

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

Agenda Item 12: **Administrative Reports:**

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

B. **Retainer Newsletter:** The October 2026 edition of the School Law Notes from Thrun Law Firm is attached.

Agenda Item 13: **Recess for Closed Session**

Agenda Item 14: **Reconvene to Open Session**

Agenda Item 15: **Adjournment**

Coversheet

Approval: Minutes

Section: VII. Consent Agenda
Item: A. Approval: Minutes
Purpose:
Submitted by:
Related Material: 10-27-26 Minutes.pdf

WASHTENAW INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION MEETING MINUTES

Tuesday, October 27, 2026

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, October 27, 2026, 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 Mary Jane Tramontin.

ATTENDANCE
The following members were present:
Mary Jane Tramontin, President
Steve Olsen, Vice President
Dorcas Musili, Secretary
Diane Hockett, Treasurer
Greg Dill, Trustee

The following member was absent:

Quorum was met.

Also present:
Naomi Norman, Superintendent
Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent
Edward Manuszak, Executive Director of
Cathy Gaschen, Director of Career Technical Education
Edward Manuszak, Executive Director of Early Childhood
LaDawn White, Early Childhood Grant Manager
Stacey Theophelis, Executive Director of Special Education
Althea Wilson, Early Childhood Family Services Coordinator
Alicia Kruk, Assistant Director of Preschool and Family Services
Nancy Davis, FWISE 3760
Rana Kanafani, Family Support Specialist
Heather Berg, Ford Early Learning Center
Katelyn Moody, Ford Early Learning Center
Heidi Hochrein, Gretchen's House
Tom DeKeyser, Whitmore Lake Public Schools
TJ Greggs, Administrative Assistant to the Superintendent

APPROVAL OF THE AGENDA
Greg Dill moved, Steve Olsen seconded, to approve the agenda, as presented.
Ayes: Mary Jane Tramontin, Steve Olsen, Dorcas Musili, Diane Hockett, Greg Dill
Nays: None.

Motion carried.

COMMUNICATIONS: There were no communications.

PUBLIC PARTICIPATION: There was no public participation.

PRESENTATION: Executive Director of Early Childhood Dr. Edward Manuszak presented the Head Start Awareness Month awards.

FINANCIAL REPORTS: Associate Superintendent Brian Marcel reviewed the financial reports for September 2026 and Early Childhood Grant Manager LaDawn White reviewed the Head Start financial reports for September 2026.

Steve Olsen moved, Dorcas Musili seconded, that the Board of Education approve the September 2026 Head Start financial report, as presented.

Voting yes: Mary Jane Tramontin, Steve Olsen, Dorcas Musili, Diane Hockett, Greg Dill
Voting no: None.
Motion carried.

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

- Superintendent Norman shared the details of 4th annual Washtenaw MBK Gala.
- Superintendent Norman shared her experience at the Michigan Hispanic Collaborative Breakfast.

CONSENT AGENDA
Dorcas Musili motioned, Greg Dill seconded, that the Board of Education approve the minutes and Superintendent's recommendations in the Consent Agenda, as presented.

Ayes: Mary Jane Tramontin, Steve Olsen, Dorcas Musili, Diane Hockett, Greg Dill
Nays: None.
Motion carried.

Approval of Minutes
The Board approved the minutes of October 13, 2026, regular meeting.

040-26-27
The Board approved the following employment recommendations:

- Christine Blake, as a Teacher Consultant- Blind Low Vision.
- Camille Woods, as a Social Worker for Ypsilanti Community Schools.
- Fatma Alshaiba, as an Early Childhood Specialist.
- Javier Dominguez Salazar, as a Student Worker - Custodian.
- Jordan Womble, as a Student Worker – High Point Kitchen.
- Kristen Hancock, as a Good Start Early Childhood Special Education (ECSE) Teacher.
- Marissa Jose, as an Office Professional 3 – Special Education.
- Marlayna Keelan, as a Family Support Specialist.
- Qadriyyah Williams-Phillips, as a Family Support Specialist.
- Veronica Steele, as an Early Childhood Specialist.

041-26-27
The Board approved the following reclassification requests:

- Adam Moutard, current position: Special Education Instructional Paraprofessional/Aide, 1.0 FTE, 185 workdays, Unit I. Recommended position: Teacher Assistant ASD, 1.0 FTE, 185 workdays, Unit I.
- Jennifer Banks, current position: Director of Instruction, 1.0 FTE, 230 workdays, Non-Affiliated. Recommended position: Executive Director of Instruction, 1.0 FTE, 230 workdays, Non-Affiliated.
- Kenneth Harding, current position: Office Professional II, 1.0 FTE, 230 workdays, Non-Affiliated. Recommended position: Project Specialist I, 1.0 FTE, 230 workdays, Non-Affiliated.
- Kristen West, current position: Special Education Teacher, 1.0 FTE, 205 workdays, Unit II. Recommended position: LRE Teacher Consultant, 1.0 FTE, 185 workdays, Unit II.
- Michelle Johnson, current position: SCI TA High Point Room 33, 1.0 FTE, 205 workdays, Unit I. Recommended position: SCI TA High Point Room 22, 1.0 FTE, 205 workdays, Unit I.

042-26-27
The Board approved the following new position requests:

- WISD School Social Worker, 1.0 FTE, 185 workdays, salary level: Per Unit II CBA, Worksite: Other, Unit II.

042-26-27
The Board approved the following resignation requests:

- Derban Demeuse, effective October 28, 2026.
- Lisa Perez, effective December 15, 2026.
- Tiffany Koehler, effective November 6, 2026.
- Zachary Brown, effective October 23, 2026.

043-26-27
The Board of Education authorized administration to approve the temporary position change of Krista Dixon, as presented.

NEW BUSINESS – Updated WISD Policies – First Read: Superintendent Naomi Norman shared the details of the changes made to the WISD policies. This was a first read, so no action was taken.

NEW BUSINESS – FY2027 Interagency Cash Transfer Agreement (ICTA) with Michigan Rehabilitation Services – FIRST READ: Executive Director of Special Education Dr. Stacey Theophelis discussed the Michigan Rehabilitation Services contract. This was a first read, so no action was taken.

NEW BUSINESS – Section 31aa Funding: Superintendent Naomi Norman shared the details of the Section 31aa Funding resolutions.

Steve Olsen motioned, Greg Dill seconded, that the Board of approve Resolution B of the suggested Thrun resolutions addressing the issue and declining Section 31aa School Safety Funding, as presented.

Ayes: Mary Jane Tramontin, Steve Olsen, Dorcas Musili, Diane Hockett, Greg Dill
Nays: None.
Motion carried.

UNFINISHED BUSINESS – Restorative Practices Training - BFDI Training Institute– SECOND READ: The Board conducted a final review of the BFDI Training Institute contract.

Dorcas Musili motioned, Greg Dill seconded, that the Board of authorize the administration to contract with BFDI Training Institute in the amount of $51,051.36, as presented.

Ayes: Mary Jane Tramontin, Steve Olsen, Dorcas Musili, Diane Hockett, Greg Dill
Nays: None.
Motion carried.

BOARD OF EDUCATION REPORTS:

- Trustee Olsen, Trustee Musili, and Trustee Hockett shared the details of the Michigan Association of School Board's Annual Leadership Conference.

ADMINISTRATIVE REPORTS – Superintendent's Report:

Superintendent Naomi Norman spoke about the following:

- Superintendent Norman shared that she is looking into the options related to ensuring there is a county scholarship granting organization.
- Superintendent Norman shared details of the Talent Together's statewide Grow Your Own conference held at the WISD's Teaching and Learning Center.
- Superintendent Norman met with former superintendent Bill Miller for breakfast.
- Superintendent Norman provided updates to the Michigan Works! Southeast Michigan SummerWorks program.
- Superintendent Norman attended A2Y Chamber IMPACT policy event on workforce development where CTE Director Cathy Gaschen was a panelist.
- Superintendent Norman shared updates regarding the lawsuit against the Michigan Department of Education.
- Superintendent Norman shared that she attended the Ann Arbor Public School's strategic planning event.
- Superintendent Norman shared that she attended the Partnership in Economic Alliance for Community Empowerment's (PEACE Initiative) 4th annual banquet.
- Superintendent Norman shared that she has been invited to apply for the public health board.

ADJOURNMENT

The meeting was adjourned at 7:02 PM
Respectfully submitted,

Dorcas Musili, Secretary
Washtenaw ISD Board of Education

Coversheet

Superintendent's Recommendations

Section: VII. Consent Agenda
Item: B. Superintendent's Recommendations
Purpose:
Submitted by:
Related Material: Position Change_K. West_Updated Salary.pdf

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 Requested

Please select all that apply

- [x] Position/Classification change
- [ ] Wage/Salary Level
- [ ] Location/Assignment
- [ ] FTE
- [ ] Employment Group
- [ ] Work days
- [ ] Account Split
- [ ] Other

Employee Name:

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

Kristen West

Department

Special Education

Supervisor

Deborah Hester-Washington

Current Position Title

Special Education Teacher

Recommended Position Title

LRE Teacher Consultant

Current Position Number

20.47.122.05

Recommended Position Number

28.00.218.38

Current Bargaining Unit

Unit II

Recommended Bargaining Unit

Unit II

Current Pay Rate/ Salary Level

$85,863

Recommended Pay Rate/ Salary Level

~~$85,863~~ $77,486

Current FTE

1.0

Recommended FTE

1.0

Current Number of Work Days

205

Recommended Number of Work Days

185

Should the Current Position Remain?

- (•) Remain
- ( ) Delete

Current Account 1

22.1122.1240.130.0000.06147.2400

Current Account 1 Split

1.0

Current Account 2

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Current Account 4 Split

Recommended Account 1

22.1218.1250.063.0000.00000.3000

Recommended Account 1 Split

1.0

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

High Point SCI classroom 43.

Recommended Location

Worksite/Desk Location

High Point School

Rational for Position Change

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

Kristen West applied for LRE TC vacancy. Position was granted after thorough interview process.

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Effective Date

Date new duties were assigned or changes made

09/21/2026

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

There are several LRE TC position within the WISD.

Department Head Comments

Department Head

Cherie Vannatter 09/16/2026

Finance Approval

- (●) Approve
- ( ) Adjust, See Comments

Finance Comments

Finance

SAP 09/23/2026

Human Resources Approval

- (●) Approve
- ( ) Adjust, See Ccomments

Human Resources Comments

Human Resources / Executive Admin Review

CD Harmon-Higgins 09/17/2026

Superintendent Comments

Superintendent

Naomi Norman 10/22/2026

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WASHTENAW INTERMEDIATE SCHOOL DISTRICT
Position Description

Job Title:	Teacher Consultant - LRE
Department:	Special Education Services
Reports To:	Supervisor, Special Education Services
FLSA Status:	Exempt
Prepared By:	Deborah Hester-Washington Executive Director of Special Education
Prepared Date:	September 23, 2025
Approved By:	Cassandra D. Harmon-Higgins, Esq. Executive Director, HR and Legal Services
Approved Date:	September 23, 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 Teacher Consultant provides service to support locally-based and inclusive education. The Teacher Consultant works with, provides resources to, and instructs classroom staff, related services staff, local district teams and parents in the implementation of programming.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities
- Facilitates in-services and other professional development activities which enable staff to develop skills associated with best practices in education.
- Works collaboratively with local staff to assist in planning/modifying student schedules.
- Works collaboratively to assist in locating, modifying, accommodating materials.
- Participates in IEP team meetings, as appropriate.
- Demonstrate operational knowledge of Internet and Web-related technologies
- Demonstrates skills and comfort using the latest instructional online tools and technology
- Knowledge of IDEA and MARSE rules.
- Team member on the technical assistance planning team that assist local districts with compliance on State Performance Plan Indicators.
- Knowledge of IEP and special education service compliance.
- Attends and presents information at building team meetings, as needed.
- Locates and disseminates information related to various disabilities.
- Observes student(s) in classrooms or other school environments, as appropriate.
- Required member of the Referral Team for students being referred into assigned programs
- Communicates with parents/guardians as requested (only for LRE TCs with a caseload).
- Communicates regularly with building and district administrators.

- Consults/demonstrates teaching techniques with teacher and or team as appropriate.
- Provides training/teaching/demonstrating lessons to students in general education (i.e. disability awareness, NVCI, peer supports, etc.).
- Consults/develops teaching strategies with teacher and/or team.
- Consults with team regarding behavior issues (assistance with development of FBA/BIPS).
- Assists in evaluating supports for students.
- Assists local evaluation team in the interpretation of disability specific assessments.
- Uses appropriate technologies to accomplish instructional objectives.
- Facilitates the implementation of general education experiences for students with disabilities including training teaching assistants, special education and general education teachers.
- Collaborates with building administration, instructional staff, and other agencies to integrate students with disabilities into the classroom and community, with emphasis on involving families, adapting curriculum, facilitating natural supports, managing challenging behaviors and focusing instruction on long-term outcomes.
- Supports the WISD vision to enhance achievement for all students.
- Supports a team-based approach to problem solving.
- Demonstrates skills in modifying and adapting curriculum.
- Demonstrates skills in the assessment of behavior development behavior plan.
- Maintains regular, predictable attendance.
- **Other duties as assigned.**

SUPERVISORY RESPONSIBILITIES:
- N/A.

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

EDUCATION and/or EXPERIENCE:
- Master's degree with certification in one or more areas of special education, including emotional impairment, cognitive impairment or ASD required.
- Extensive experience in writing and understanding the components of an IEP.
- Minimum of three (3) years of satisfactory teaching experience required.
- Minimum of two (2) years teaching in a special education program required.
- Extensive experience with and knowledge of behavior management principles.
- Extensive experience with and knowledge of curriculum adaptations.
- Experience working with students with cognitive impairments, emotional impairments and autism.
- Experience with consulting in a general education setting.
- Extensive experience with and knowledge of behavior management principles.
- Extensive experience with and knowledge of curriculum adaptations.
- Knowledge in the use of technology for communications and student instruction.
- Knowledge of special or adaptive equipment and its use for students with disabilities.
- Demonstrated skills in parent consultation and working with diverse populations within the community.
- A philosophical position that is aligned with the WISD mission of support in the least restrictive environment.
- Experience working in a virtual online instructional setting.

CERTIFICATES, LICENSES, REGISTRATIONS:
- Valid Michigan teacher's certificate with emotional impairment, cognitive impairment or ASD

endorsement required. Dual endorsements preferred.
- Ability to obtain teacher consultant approval from the State of Michigan required.
- NVCI certification.
- Current valid driver's license with proof of insurance required.

LANGUAGE SKILLS:
- Ability to work with elementary and secondary students.
- Ability to explain and demonstrate appropriate teaching techniques.
- Ability to read, analyze and interpret information including periodicals and professional journals.
- Ability to effectively present information and respond to questions from groups of educators, students and the general public.
- Ability to write lesson plans, IEP's and other related correspondence.
- Ability to direct the activities of others to execute student IEP goals.

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.
- Ability to use online instructional tools and technology.
- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database and presentation software) is required.

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

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

INTERPERSONAL SKILLS:
- Ability to build rapport with others and to serve diverse publics.
- Ability to take initiative; work well with others as a collaborative team member and exhibit good communication skills.
- Ability to work effectively and collaboratively with other departments, agencies and individuals.
- Ability to work creatively and skillfully with students.
- Ability to demonstrate initiative and understanding in working with students, staff and parents/guardians.
- Ability to work in various environments including student's homes when appropriate.
- Ability to consult effectively with teachers, parents, administrator and other professionals.

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

While performing the duties of this job, the employee is regularly required to stand; walk; use hands to finger,

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

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

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

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

This 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 Collective Bargaining Agreement between the District and Unit II AFT Local 3760. Starting salary ranging (dependent upon experience) from $52,016 - $104,872.

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.

Coversheet

Superintendent's Recommendations

Section: VII. Consent Agenda
Item: C. Superintendent's Recommendations
Purpose:
Submitted by:
Related Material: Resignation_M. Vick.pdf

Washtenaw I S D
A REGIONAL EDUCATIONAL SERVICE AGENCY

TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: November 10, 2026

RE: Resignation Notification

Attached please find Maya Vick's letter of resignation, effective October 29, 2026. Maya has been employed with the WISD since June 6, 2025, as a Office Professional 2 for Events Services.

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

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

Nicole Hubler

From: Maya Vick
Sent: Thursday, October 29, 2026 2:48 PM
To: Cheryl Taylor
Cc: Nicole Hubler; Brian Marcel; Karen Waitz
Subject: M.Vick - 10/29/26 Resignation Letter - Affective today 10/29/26 at 4:30pm

Hello,

Dear Washtenaw Intermediate School District,

Formal Resignation – Effective Today 10/29/2026 at 4:30pm.

Please accept this email as my formal resignation from my position in Events Service - Office Professional 2 at Washtenaw Intermediate School District, effective today, Thursday, October 29, 2026 at 4:30pm confirming that I've worked a full day.

I appreciate the opportunities and experience I have gained during my time with the company. Thank you for your support and for the opportunity to be part of the team.

I understand that my resignation is effective same day, and I apologize for any inconvenience this may cause. I will ensure that any company property is returned employee badge and WISD laptop as I have a meeting with Kim Waitz.

Thank you for your understanding. I wish you and the company continued success.

Sincerely,
Maya Vick

Maya Vick
Event Services | Office Professional II
734-994-8100 ext. 1650

Washtenaw ISD
A REGIONAL EDUCATIONAL SERVICE AGENCY

Washtenaw Intermediate School District
1819 S. Wagner Rd
P.O. Box 1406
Ann Arbor, MI 48106-1406

Coversheet

Superintendent's Recommendations

Section: VII. Consent Agenda
Item: D. Superintendent's Recommendations
Purpose:
Submitted by:
Related Material: OST Grant Notification_ 2026-27.pdf
Washtenaw Intermediate School District Conditional Award 26-27.pdf

Washtenaw I S D
A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: November 3, 2026

TO: Naomi Norman, Superintendent, Jennifer Banks, Phd, WISD Board of Education

FROM: Dawn L. Stewart, PhD, Supervisor of Instructional Supports

RE: Michigan Department of Lifelong Education, Advancement, and Potential (MILEAP) Out of School Time (OST) Grant Award.

We are pleased to inform you that Washtenaw ISD has been awarded the Out of School Time (OST) grant for the 2026-27 school year, which provides $1,725,540.00 in funding to support before- and after-school, as well as summer programming for students in grades K-12. This grant will enable us to expand and enhance student programming across Ann Arbor, Chelsea, Dexter, Lincoln, Whitmore Lake, and Ypsilanti school districts. The grant period is from November 9, 2026 -September 30, 2027.

The OST grant will allow participating districts to strengthen existing programs or create new opportunities that extend learning beyond the traditional school day. Programming will emphasize core academic subjects, including math, reading, and science, while providing meaningful enrichment opportunities that support student engagement and academic growth.

By accepting this grant, the Board supports expanded learning opportunities that help address learning gaps and strengthen student success in the six participating districts.

We are grateful to MILEAP for their support.

STATE OF MICHIGAN
DEPARTMENT OF LIFELONG EDUCATION, ADVANCEMENT, AND POTENTIAL
LANSING

GRETCHEN WHITMER
GOVERNOR

BEVERLY WALKER-GRIFFEA, Ph.D.
DIRECTOR

October 30, 2026

Washtenaw Intermediate School District
Sherri Papazoglou
1819 S. Wagner Rd.
Ann Arbor, MI 48103

Re: **Conditional Grant Sub-Award Notification**

Dear Sherri Papazoglou:

The Michigan Department of Lifelong Education, Advancement, and Potential (MiLEAP) is pleased to inform you that Washtenaw Intermediate School District has been awarded a 2026-27 Out-of-School Time (OST) Grants Program sub-award in the amount of $1,725,540.00, beginning November 9, 2026, and ending September 30, 2027.

Please DO NOT publicly announce (local, regional, or state level) this grant award until November 5, 2026, unless express written permission is given prior by MiLEAP.

This grant is funded under the provisions of Michigan Public Act (P.A.) 25 of 2026, Section 32n, which designates the total amount allocated to the Clinton County Regional Education Service Agency (RESA) to act as the fiduciary on behalf of MiLEAP. Your grant award is contingent upon confirmation of the program's start date (pending all required licensing and location approvals) and the submission of an approvable budget through the NexSys system. Both items must be reviewed and approved by the MiLEAP-OST Grant Team before any upfront grant funds will be disbursed by Clinton County RESA, in accordance with state law. All sub-recipients will be paid in an amount equal to 1/2 of the approved grant award total upon release of grant funding, and the remaining 1/2 of the grant award total on a schedule determined by the department.

A mandatory virtual fiscal orientation meeting will be held on either November 4, 2026, at 10:00 a.m. or November 5, 2026, at 1:30 p.m. for all OST Grant sub-awardees to go over initial grant set-up processes. Only register for one, as there are limited seats per session.

In addition, the mandatory 2026-27 OST Grants Program Kickoff Meeting will be held in-person at Horizon Conference Center, 6200 State St., Saginaw, MI 48603. Please register as soon as possible with this link - 2026-27 OST Grant Kickoff. Event registration and travel fees are an allowable expense through this funding.

2026-27 OST Grants Program Kickoff Meeting

- **Wednesday, November 18, 2026, 6:00 p.m. – 8:00 p.m. Network Reception**
- **Thursday, November 19, 2026, 9:00 a.m. – 4:00 p.m. Mandatory Kickoff Meeting**

Hotel Block Information

- Residence Inn by Marriott Saginaw for $139.00 per night - **Last Day to Book: Friday, November 06, 2026 Book your group rate for MASP Event**
- SpringHill Suites by Marriott Saginaw for $139.00 per night - **Last Day to Book: Friday, November 06, 2026 Book your group rate for MASP Event**
- TownePlace Suites by Marriott Saginaw for $134.00 per night **- Last Day to Book: Friday, November 06, 2026 Book your group rate for MASP Event**

STATE OF MICHIGAN
DEPARTMENT OF LIFELONG EDUCATION, ADVANCEMENT, AND POTENTIAL
LANSING

GRETCHEN WHITMER
GOVERNOR

BEVERLY WALKER-GRIFFEA, Ph.D.
DIRECTOR

Each organization may select up to TWO people to attend on the organization's behalf. The 2026-27 OST Grants Program Kickoff Meeting will address grant implementation, state evaluation and reporting, and additional grant process information.

Please see the following information regarding the approval of program sites, program funding type (school only, summer only, or both school year and summer), number of students to be served, number of days to be served, and the funding amount per approved program site.

Please send a confirmation to the MiLEAP-OST Grant Team at MiLEAP-OST@Michigan.gov that you have received this Conditional Grant Sub-Award Notification and/or if you have any other questions regarding this sub-award.

Sincerely,

Richard Lower, Director
Division of Out-of-School Time Learning and Camp Licensing
Office of Education Partnerships

Washtenaw Intermediate School District
Initial Disbursement Amount: $862,770.00
Contingent Disbursement Amount: $862,770.00
Total Award Amount: $1,725,540.00

Approved Site Information: 21 Sites

Program Site Name	Program Type	School Year # of Students	School Year # of Days	Summer # of Students	Summer # of Days	Site Funded Amount
Bach Elementary School	School Year Only	50	80			$113,680.00
Bates Elementary School	School Year Only	150	100			$122,500.00
Bishop Elementary School	School Year Only	36	100			$100,800.00
Brick Elementary School	School Year Only	15	80			$35,000.00
Childs Elementary School	School Year AND Summer	54	100	54	50	$208,100.00
Eberwhite Elementary School	Summer Only			75	32	$65,280.00
Erickson Elementary School	School Year Only	30	100			$63,000.00
Estabrook Elementary School	School Year Only	30	100			$63,000.00
Go Like the Wind Montessori	Summer Only			30	32	$30,720.00
Holmes STEAM Elementary School	School Year Only	30	100			$63,000.00

STATE OF MICHIGAN

DEPARTMENT OF LIFELONG EDUCATION, ADVANCEMENT, AND POTENTIAL

LANSING

GRETCHEN WHITMER
GOVERNOR

BEVERLY WALKER-GRIFFEA, Ph.D.
DIRECTOR

Program Site Name	Program Type	School Year # of Students	School Year # of Days	Summer # of Students	Summer # of Days	Site Funded Amount
Lincoln Middle School	School Year AND Summer	48	60	26	24	$83,940.00
Lincoln Senior High School	School Year AND Summer	26	60	54	24	$69,480.00
Perry Early Learning Center	School Year Only	16	60			$26,250.00
Pierce Lake Early Childhood Center	School Year AND Summer	75	100	80	32	$187,780.00
Whitmore Lake Elementary School	School Year AND Summer	25	60	25	24	$30,150.00
Wines Elementary School	School Year Only	58	80			$113,680.00
Ypsilanti Community High School	School Year AND Summer	27	60	27	24	$60,840.00
Ypsilanti Community Middle School	School Year AND Summer	27	60	27	24	$60,840.00
Ypsilanti Connected Community School	School Year Only	16	80			$35,000.00
Ypsilanti International Elementary School	School Year Only	60	100			$122,500.00
Ypsilanti Puentes Multilingual School	School Year Only	16	100			$70,000.00

Coversheet

Superintendent's Recommendations

Section: VII. Consent Agenda
Item: E. Superintendent's Recommendations
Purpose:
Submitted by:
Related Material: Audiology Services 2026-27 Board Memo.pdf
2026 07 01 Audiology Svcs WISD Partial Executed.pdf

Washtenaw I S D
A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: November 3, 2026

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

FROM: Dr. Stacey Theopelis, Executive Director of Special Education

SUBJECT: Contract Amendment for Audiology Services for July 1, 2026 until June 30, 2027

Attached is the contract with the University of Michigan, Department of Otolaryngology to provide audiological services for students who are Deaf and/or Hard of Hearing in Washtenaw County Schools. The University of Michigan will assign Anita Vereb and Julie Carlson as the audiologists serving all students with a hearing loss in Washtenaw County. The amendment to this contract is to reflect an increase from the original amount of $152,000 and is not to exceed $160,000.00 for the July 1, 2026-June 30, 2027 school year. Due to the continued student needs and state requirements, we are contracting through this agency.

Please let me know if you have any questions. Thank you.

Students First

Execution Version

FIRST AMENDMENT TO SERVICES AGREEMENT

This First Amendment to Services Agreement ("Amendment") is entered into by and between the Regents of the University of Michigan, a Michigan constitutional corporation located in Ann Arbor, Michigan on behalf of its University of Michigan Health Department of Otolaryngology ("University") and Washtenaw Intermediate School District, a Michigan intermediate school district located in Ann Arbor, Michigan ("Purchaser").

WHEREAS, University and Purchaser entered into a Services Agreement effective July 1, 2025 (the "Agreement"); and

WHEREAS, the Parties mutually agree to amend the terms of the Agreement as more fully described herein.

NOW, THEREFORE, in consideration of their mutual promises set forth herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

(1) Exhibit A is deleted in its entirety and replaced with Exhibit A attached hereto.

(2) All other terms and conditions of the Agreement shall remain in full force and effect.

[Signature Page Follows.]

Execution Version

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment effective as of July 1, 2026 ("Effective Date").

PURCHASER

SIGNATURE AREA

By: _____
Name: Naomi Norman
Title: Superintendent

Address(es) for Notices:
1819 S. Wagner Rd
Ann Arbor, MI 48106

Date: _____

Federal Tax ID: 38-1717462

THE REGENTS OF THE UNIVERSITY OF MICHIGAN

By: _____
Name: *Ganesh S. Palapattu, MD, FACS, FRCS(Glasg)*
Title: Interim Executive Vice President for Medical Affairs, University of Michigan
Interim CEO, Michigan Medicine
The George F. and Sandy G. Valassis Professor of Urology

Date: 10/22/2026

Address(es) for Notices:
University of Michigan
Attn: Department of Strategy
2301 Commonwealth Blvd 2nd FL
Ann Arbor MI 48105-2967

With a copy to:

Office of the General Counsel
University of Michigan
777 E. Eisenhower Parkway, Suite 600
Ann Arbor, MI 48108

Federal Tax ID: 38-6006309

Execution Version

EXHIBIT A
SERVICES AND COMPENSATION

I. DEFINED TERMS

Purchaser	Washtenaw Intermediate School District (WISD) with its principal place of business in Ann Arbor, MI
Purchaser Contacts	Lynette Arons WISD Deaf/Hard of Hearing Program Supervisor Phone: 734-994-8100, ext. 1562 Email: larons@washtenawisd.org Kolleen Kuebler WISD Special Education Department Administrative Support Phone: 734-994-8100, ext. 1607 Email: kkuebler@washtenawisd.org

II. TERM

The initial term for the provision of the Services (the "Initial Term") will begin on **July 1, 2026** (the "Effective Date") and end on **June 30, 2027**, unless earlier terminated in accordance with this Agreement. The Initial Term may be renewed and extended for additional one-year terms by written agreement of the Parties (each a "Renewal Term" and together with the Initial Term, the "Term"). Each Party agrees to use its reasonable efforts to notify the other Party, no later than ninety (90) days prior to the end of the Term, that it does not intend to enter into a Renewal Term.

III. SERVICES

The University agrees to perform the following duties and any necessary tasks incident to continuance of full performance of the described duties as listed in the previous contract. The services ("Services") include, but are not limited to, the following:

1. ED Audiology Contract Described Duties/Audiology Services include:

    a. Provide audiological services, support, education, and training as outlined in student's IFSPs, IEPs, NPSPs and 504 Plans for students who are Deaf/Hard of Hearing (DHH).
    b. Participate and collaborate in educational planning for students who are Deaf/Hard of Hearing (DHH).
    c. Select and fit hearing assistive technology to provide equitable access to verbal/auditory instruction to students who are Deaf/Hard of Hearing (DHH).
    d. Manage and troubleshoot hearing devices and assistive technology used by students who are Deaf/Hard of Hearing (DHH).
    e. Observe and assess classroom and school environments to evaluate and monitor communication access, classroom acoustics, and how children are functioning in these settings (e.g., Functional Listening Evaluation).
    f. Review available medical records and explain audiological assessments as it relates to outcomes and supports in the educational setting.
    g. Provide training and outreach about hearing, hearing loss and other auditory disorders to educational personnel, students, and parents to facilitate a better

understanding of the impact of auditory impairments on language, learning, literacy, and social development.

h. Collaborate with school, parents, teachers, support personnel, and relevant community agencies and professionals to ensure delivery of appropriate supports and services to students who are Deaf/Hard of Hearing (DHH).

If not specifically enumerated above, University must agree to any additional Services and may require additional time and/or compensation, which agreement shall be in writing between the parties.

IV. SUPPLIES AND SUPPORT STAFF. Purchaser shall be required to provide all support staff needed to enable University Staff to perform the Services, including, but not limited to, staff to schedule appointments for the Service recipients.

V. COMPENSATION

A. Fees

The fee for the Services is a rate of $100.00 per hour ("Hourly Rate"). The parties anticipate that the annual fee shall be a total of $160,000.00 (for an estimated 1,600 hours over the Term of the Agreement). If the Services (inclusive of travel time, as further discussed below) go over the estimated total hours, University will adjust the invoices accordingly.

B. Cost Reimbursement

In addition to the fees described above, Purchaser will reimburse University for all costs associated with the provision of the Services under this Agreement as described below:

1. Mileage Reimbursement. Purchaser will reimburse University for the cost of travel incurred by the University Staff to and from Purchaser and between Purchaser's sites in connection with the performance of the Services at the standard mileage rate set by the Internal Revenue Service.

4928-9968-7345, v. 2

Powered by BoardOnTrack

Coversheet

Superintendent's Recommendations

Section: VII. Consent Agenda
Item: F. Superintendent's Recommendations
Purpose:
Submitted by:
Related Material: WCC 26-27 Board Memo - Preview.pdf
WCC_FullyExecuted.pdf
Company Contract Amendment - WCC26-27 - Preview.pdf

Washtenaw I S D
A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: 10/21/2026

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Ellen Keane, Office Professional

SUBJECT: Washtenaw Community College Contract Amendment - Board Memo

The administration recommend's that the WISD Board of Education authorize the approval of the contact amendment with Washtenaw Community College for Adult Education Programs (English as a second language) for a cost not to exceed $480,000 during the second fiscal year(07/01/2026-06/30/2027) of the original three year contract(10/1/2025-06/30/2028).

Services provided under this amendment shall be consistent with the scope of services established in the original contract. This amendment applies only to the second fiscal year (07/01/2026 until 06/30/2027) of the three year contract. A subsequent amendment for the third fiscal year of this contract will be established on 07/01/2027 until 06/30/2028 to cover the scope of services and compensation for that fiscal year.

Funding for this contract comes from Section 107 - Adult Education account. The total grant funded awarded amount for 07/01/2026 until 06/30/2027 is $400,000. The total compensation from 07/1/2026 until 6/30/2027 is a combination of the awarded total of $400,000 plus the allocated total of unused funds of $80,000 from 10/1/2025 until 06/30/2026, for a combined total not to exceed $480,000.

CC: Sarah Hierman, Grants & Special Projects Coordinator

Washtenaw ISD
A REGIONAL EDUCATIONAL SERVICE AGENCY

WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT - COMPANY

This agreement is made this 21st day of October, 2025, by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Washtenaw Community College, hereinafter referred to as Contractor.

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

SECTION I – SCOPE OF SERVICES

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

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than October 1, 2025. Once this contract is implemented, the ending datefor providing services shall be June 30, 2028.

2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

   Duty 1: Operate Adult Education Programs (adult English as a second language) in accordance with the Michigan Department of Education or Workforce Development Agency and Michigan Workforce Development Agency Requirements.

   Duty 2: Ensure that program operations meet all Michigan Department of Education, Workforce Development Agency, and other pertinent regulations and management responsibilities.

   Duty 3: Maintain records and accounts as deemed necessary by the Grantee and Michigan Department of Education (7 years).

   Duty 4: Employ and/or contract for the services of qualified staff necessary to the operation of the program, meeting the required certification and other staff qualification requirements per Michigan Department of Education and Workforce Development Agency regulations.

   Duty 5: Provide, through Contractor or lease/use agreements, suitable classroom, office, and activity space to meet programming needs.

   Duty 6: Operate according to a pre-approved budget and submit requests for payment quarterly using the format provided by WISD.

   Duty 7: Agree that the total reimbursement to be paid hereunder will not exceed the amount of the annual allocation determined by the Michigan Department of Education, Labor and Economic Opportunity, and Washtenaw Intermediate School District for all services rendered. For the period of 10/1/2025-6/30/2026 that amount is $301,342.00. Funding for 7/1/2026-6/30/2028 is based on the annual budgeting process by the state legislature and is not guaranteed; the contract will be amended to reflect additional funds becoming available for successive years of service.

   Duty 8: WISD, with the guidance of the Talent Coordinating Council of Prosperity Region 9, reserves the right to reassign unused funds to another Contractor and transfer the unused portion of the annual reimbursement award.

Duty 9: The Contractor will assist WISD in meeting all goals, objectives, and reporting requirements of the grant.

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

4. Prior to any work being completed on WISD grounds, individuals working for the Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A.** The WISD will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).

5. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

SECTION II-COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services for the period of 10/01/2025 - 06/30/2026 as described in Section I shall be **$301,342.00** including all related expenses, including travel expenses outlined in Section III.

2. The above consideration for the Contractor's services is based on the time reasonably expended by the Contractor to complete the tasks herein above described in Section I.

3. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.

4. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.

5. The contractor has not been debarred, excluded or disqualified[1] under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.

6. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.

7. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.

8. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.

9. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days fromreceipt in the WISD's Business Office.

10. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

SECTION III – OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.

2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.

3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
   i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
   ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
   iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.

4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.

5. Either party may terminate this Agreement by giving the other 30 days advance written notice.

6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alteration of the Contractor's duties, nor can such change be made without the input of the Contractor.

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

SECTION IV – INSURANCE COVERAGE

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

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

1.) Workers' Compensation Insurance with Michigan statutory limits of Employers' Liability Insurance with a minimum limit of $500,000 each accident;

2.) Comprehensive General Liability Insurance with a combined single limit of $1,000,000 each occurrence, $1,000,000 aggregate, for bodily injury and property damage. The policy shall include blanket contractual and liability and personal injury coverage.

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

SIGNATURES

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

Agreed to on October 21, 2025

Terry Barnes _____ DATE 10/22/2025

Terry Barnes, Vice President and CFO
Contractor – Washtenaw Community College

_____ DATE _____

Department Head

Naomi Norman _____ DATE 1/20/2026

Washtenaw Intermediate School District

_____ DATE _____

Washtenaw Intermediate School District

_____ DATE _____

Washtenaw Intermediate School District

Exhibit A

LISTING OF ALL EMPLOYEES OF THE CONTRACTOR WORKING ON WISD GROUNDS

Full Name (Last, First, Middle)	Job Title/Position/Responsibility
1. Charles Barbieri	ESL Instructor
2. Laurie Englehart	Program Director
3. Lauren Ferguson Keough	ESL Instructor
4. Lisa Gruich	ESL Instructor
5. Terri Hart	ESL Instructor
6. Lisa Jaszcz	ESL Instructor
7. Christine Mann	ESL Instructor
8. Tahani Othman	ESL Instructor
9. Mindy Sanderson	ESL Instructor
10. Huda Yasan	ESL Program Coordinator

Use additional sheet(s) if necessary

Washtenaw Intermediate School District

Amendment to Contracted Services Agreement – Company

The contracted services Agreement dated 07/01/2026 by and between Washtenaw Intermediate School District hereinafter referred to as WISD or District, and Washtenaw Community College 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 07/01/2026 until 06/30/2028 in the following manner:

SECTION I – SCOPE OF SERVICES

In connection with the above, Washtenaw Community College will perform the following services:

Services provided under this amendment shall be consistent with the scope of services established in the original contract.

This amendment applies only to the second fiscal year (07/01/2026 until 6/30/2027) of the three year contract.

A subsequent amendment for the third fiscal year of this contract will be established on 07/01/2027 until 06/30/2028 to cover the scope of services and compensation for that fiscal year.

SECTION II – COMPENSATION

The original grant funded three year (10/1/2025-06/30/2028) contract had an awarded amount not to exceed $301,342 for the period of 10/1/2025-6/30/2026. The original grant funded contract was amended on 3/12/2026 and the compensation was increased from $301,342 to not exceed $330,000 from 10/1/2025-6/30/2026.

From the $330,000 that was awarded for the period of 10/1/2025-6/30/2026, a total amount of $69,155.60 was dispensed. The $260,844.40 unused funds that were not disbursed, was redistributed based on the criteria from the state of Michigan Labor and Economics Opportunity. Based on the allocation criteria, $80,000 of the $260,000 unused funds was left to be allocated back to the contractor.

The total grant funded awarded amount for 07/01/2026 until 06/30/2027 is $400,000. The total compensation from 07/1/2026 until 6/30/2027 is a combination of the awarded total of $400,000 plus the allocated total of unused funds of $80,000 from 10/1/2025 until 06/30/2026, for a combined total not to exceed $480,000.

Compensation from 07/01/2027 until 06/30/2028 will be outlined in a subsequent amendment.

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 by:

SIGNATURE AREA

Company Contractor

SIGNATURE AREA

Superintendent, Washtenaw Intermediate School District

Coversheet

Superintendent's Recommendations

Section: VII. Consent Agenda
Item: G. Superintendent's Recommendations
Purpose:
Submitted by:
Related Material: Goalbook Contract Amendment 26-27 Memo.pdf
Goalbook 2025-2027 Contract Signed.pdf
Enome, Inc 2026-2027 Contract Amendment - Preview.pdf

Washtenaw I S D
A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: November 3, 2026

TO: WISD Board of Education, Naomi Norman, Superintendent

FROM: Dr. Stacey Theophelis, Executive Director of Special Education

SUBJECT: Goalbook Toolkit Service Contract Amendment 2026-27

The administration is recommending that the WISD amend the contract with Enome, Inc for an additional $10,080.00, and a total not to exceed $630,810.00 for an additional 20 licenses for the Goalbook Toolkit services. The WISD currently holds a three-year (3) contract with Enome, Inc to utilize the Goalbook Toolkit and Lincoln Consolidated Schools is requesting the licenses for new staff that have joined their district.

The Goalbook Toolkit is an evidence-based online platform designed to strengthen special education instruction and IEP development. This valuable tool will support the development of measurable goals which will help to improve student outcomes. The system builds teacher capacity to create higher-quality Individualized Education Programs (IEPs) and deliver more effective specially designed instruction while ensuring compliance with federal and state mandates.

PURCHASE ORDER
2026-00001586

Reprint

DATE: 12/04/2025

PURCHASE ORDER NUMBER MUST APPEAR ON
ALL PACKAGES, INVOICES, SHIPPING LABELS,
AND ANY OTHER CORRESPONDENCE

Originator: Millina, Jack
Dept: FIN Finance Services
Email:
Phone: (734) 994-8100 x

/ashtenaw Int School District
Tax Exempt: 381717462

Vendor Contact:
ENOME, INC
P.O. BOX 1289
SAN MATEO, CA 94401

Send Invoice To:
Washtenaw Int School District
Finance Department
Washtenaw Intermediate School District
PO Box 1406
Ann Arbor, MI 48106-1406

Ship To:
NANCY BLAIR
Teaching & Learning Ctr-Ship To
1819 S. Wagner Road
Ann Arbor, MI 48103

QUANTITY	UNIT	DESCRIPTION	STATUS	UNIT COST	TOTAL COST
1.0000	Each	ENOME GOALBOOK 070125-063026 - ENOME GOALBOOK 070125-063026 22.1221.3450.000.0000.00000.1200 - Software Lic/Agmts Serv 206,910.00	Open	206,910.0000	$206,910.00

Total Cost	**$206,910.00**
Amount Voided	**$0.00**
Amount Expensed	**$0.00**
Amount Encumbered	**$206,910.00**
Amount Discounted	**$0.00**
Amount Remaining	**$206,910.00**

SUBTOTAL	$206,910.00
SALES TAX	$0.00
	910.00

VENDOR NOTICES

1) Any change in the fulfillment of this order (estimated or otherwise) must be preapproved by us before proceeding.
2) Transportation charges must be prepaid.
3) We are exempt from Michigan Sales and Use Tax and Federal Excise Taxes.
4) All Toxic/Hazardous materials must be accompanied by Materials Safety Data Sheets, as required by Section 14 of Act 151, Public Acts of 1960 as amended (MIOSHA).
5) Items on back order will be considered AUTOMATICALLY CANCELLED AFTER 90 DAYS FROM DATE OF ORDER unless approved by the Purchasing Department.

Special Instructions

Washtenaw I S D
A REGIONAL EDUCATIONAL SERVICE AGENCY

AUTHORIZATION FOR COMPANY CONTRACT

Deborah Hester-Washington	is authorized to issue the attached contract with
(WISD Staff)	
Enome, Inc. (Goalbook)	
(Contractor – Please Print)	
Person(s) providing services for Contractor	
ACCOUNT #	**AMOUNT**
1. TBD 22.1221.3450.000.0000.00000.1200	$ 206.910.00 - Due 7/1/2025; 206, 910.00 - Due 7/1/2026
2.	$ 206,910.00 - 7/1/2027
ACCOUNT NAME: Software Lic/Agmts Serv	
TOTAL $ 620,730.00	**Contract Dates:** Upon Approval-June 30, 2028
Contact Name: Vinnie Rae	
Address: PO Box 1289, San Mateo, CA 94401	
Phone: (614) 352-0224	**Fax:**
E-mail: vinnier@goalbookapp.com	

Contractor Checklist

Complete & Submit the following, when applicable, with the contract.

☐	**Contract:**	Original to the Human Resources Department (Nicole Hubler, HR Assistant)
☐	**Contract:**	Copy to the Business Office (Vanessa Horning, Accountant or Jack Millina, Accountant)
☑	**CHRI on File in HR**	C. Harmon-Higgins, Exec Director of HR &Legal /Date 10/17/25
☐	**Location of Assignment:**	
☐	**REP Information Form:**	
☑	**Proof of Public Liability Insurance:**	Brian Marcel, Asst. Supt. /Date: 10/27/25
☐	**W-9 (if required)**	BOE Approved 11/25/25 JG

Contract prepared by: Nancy Blair
(WISD Staff Name)

Superintendent's Signature: _____ **Date:** 12/1/25

Washtenaw ISD
A REGIONAL EDUCATIONAL SERVICE AGENCY

WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT – COMPANY

This agreement is made this 1st Day of July, 2025 by and between Washtenaw intermediate School District, hereinafter referred to as WISD or District, and Enome, Inc., hereinafter referred to as Contractor.

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

SECTION I – SCOPE OF SERVICES

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

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than July 1, 2025. This agreement will be a three-year partnership running through June 31, 2028. Once
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Duty 1: Provide 4 days of remote or onsite professional development led by Goalbook.

Duty 2: Provide one (1) mid-year and one (1) end-of-year remote or onsite consultation/PD for a comprehensive review and to ensure implementation goals are met.

Duty 3: Provide a team member to work in partnership with district and school implementation leads throughout the relationship.

Duty 4: Provide access to ongoing webinars that feature a variety of content areas to build teacher capacity for improving instructional practice.

Duty 5: Provide analytics services for leadership upon request.

Duty 6: Provide a dedicated help desk and technical support.

Duty 7: Provide Goalbook Toolkit Membership and Services for up to 418 educators and administrators as further set forth in the Contractor's Quote Form for service end date June 30, 2028. Such Goalbook Toolkit Membership and Services are to be provided pursuant to such Quote Form and the Contractor's Terms and Conditions as incorporated in such Quote Form with the Quote Form and Terms and Conditions incorporated herein.

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

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

SECTION II – COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be $620,730.00 including all related expenses, including travel expenses outlined in Section III.
   - $206,910.00 Due July 1, 2025
   - $206,910.00 Due July 1, 2026
   - $206,910.00 Due July 1, 2027
2. The Contractor shall submit an invoice describing the services, each year of this partnership.
3. The Contract is retained by WISD only for purposes and to the extent sent forth in this Agreement and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus, or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties, or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgement.
4. The Contractor has not been debarred, excluded or disqualified1 under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the

Contractor (other than in treating patients whom s/he has examined), will require independent judgement of WISD prior to being effectuated.

6. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above-described tasks. However, WISD may require at least one week's prior notice relating to the use of certain facilities.

7. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered, not as a prepayment except with respect to the Goalbook Toolkit Membership and Services which shall be prepaid for each year of this partnership.

8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within thirty (30) calendar days from receipt in the WISD's Business Office.

9. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

SECTION III – OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.

2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.

3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
   i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise), or the work is a specific requirement of the Contract.
   ii. Any document (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
   iii. The Contractor voluntarily transfers the copyright in whole or in part to the WISD in the form of a written document signed by said Contractor.

4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement, and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at the date of termination other than amounts related to services provided prior to termination.

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

5. Either party may terminate this Agreement by giving the other 30 days advance written notice, provided that any prepaid fees for the Goalbook Toolkit Membership and Services shall be nonrefundable in the event of termination by WISD for convenience and not as a result of any uncured breach of obligation hereunder by Contractor.

6. WISD may change the duties of the Contractor as above described, but such a change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

SECTION IV – INSURANCE COVERAGE

In the event that the Contractor uses motor vehicles in the course of performing the services described above, the Contractor shall provide WISD proof of public liability insurance and property damage insurance in such sums as shall be deemed appropriate by WISD.
The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

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

The Contractor understands that WISD's liability insurance policies may not afford any coverage for any work associated with this Contract. Therefore, the Contractor agrees to hold WISD harmless:

1) For any sums related to the cost of liability insurance,

2) From any and all liabilities, claims, liens, demands and costs, of whatsoever kind and nature, and

3) From any associated attorney fees arising out of the performance of the work described in Section I. The Contractor shall obtain and provide proof of public liability insurance in such sums as shall be deemed appropriate by WISD unless specific written exception is provided by the Assistant Superintendent, Business Services. Neither party shall be responsible for any action or inaction of the other party or its officers, agents, or employees, nor for insurance costs or legal fees, related thereto.

SIGNATURES

Agreed to on November 25, 2025
(Date)

Sarah Medal — 10/30/25
Enome Representative — (Date)

Deborah J. Hester-Washington — 11/07/2025
Deborah Hester Washington — (Date)
Executive Director of Special Education and Compliance
Washtenaw Intermediate School District

Naomi Norman — 12/1/2025
Naomi Norman — (Date)
Superintendent
Washtenaw Intermediate School District

M J Tramontin — 11/25/25
Board of Education — (Date)
Washtenaw Intermediate School District

Washtenaw Int School District Search 99+

myFavorites | Financial Management | Human Resources | Maintenance

G/L Account Inquiry - 22.1221.3450.000.0000.00000.1200 - Software Lic/Agmts Serv

Fiscal Year 2026

G/L Account
22.1221.3450.000.0000.00000.1

Save Search

Search Reset

- 1218 - Teacher Consultant
- 1219 - Other Pupil Support Serv
- 1221 - Improvement of Instruction
  - 000 - Unassigned
    - 0000 - Unassigned
      - 00000 - District-Wide
        - 1100 - Achievement Instructior
        - 1200 - Spec Educ Director
          - $ 1170 Program/Department
          - $ 1210 Curriculum
          - $ 1290 Other Professional Edu
          - $ 1760 Termination Pay (Seve
          - $ 1790 Other Special Paymen
          - $ 1920 Professional-Educatio
          - $ 2110 Group Life
          - $ 2120 Group Disability
          - $ 2130 Group Health and Acci
          - $ 2140 Dental Health Care
          - $ 2150 Vision Care
          - $ 2290 Other Special Leave P
          - $ 2820 Contribution to State a
          - $ 2830 Employer Social Secur
          - $ 2920 Cash in Lieu of Benefit
          - $ 2990 Other Benefits
          - $ 3120 Employee Training & D
          - $ 3190 Other Prof & Technical
          - $ 3210 Regular Duty Travel
          - $ 3220 Workshops and Conf
          - $ 3430 Mail/Postage Serv
          - $ 3450 Software Lic/Agmts S

Summary | Budget Analysis | Five Year Trend | Budget History | Detail

Annual Totals YTD Reclass Journal Type

Classification **Purchased Services, Communication** Fiscal Year **2026**

Amended Budget	Encumbrances	Expenses	YTD Balance	Percent
$220,410.00	**$3,000.00**	**$6,885.32**	**$210,524.68**	

Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Balance	Pe
July	$220,410.00	$0.00	$6.42	$0.00	$220,403.58	
August	$0.00	$0.00	-$6.42	$225.32	$220,184.68	
September	$0.00	$0.00	$6,000.00	$0.00	$214,184.68	
October	$0.00	$0.00	-$5,460.01	$6,000.00	$213,644.69	
November	$0.00	$0.00	$2,460.01	$660.00	$210,524.68	
December	$0.00	$0.00	$0.00	$0.00	$210,524.68	
January	$0.00	$0.00	$0.00	$0.00	$210,524.68	
February	$0.00	$0.00	$0.00	$0.00	$210,524.68	
March	$0.00	$0.00	$0.00	$0.00	$210,524.68	
April	$0.00	$0.00	$0.00	$0.00	$210,524.68	
May	$0.00	$0.00	$0.00	$0.00	$210,524.68	
June	$0.00	$0.00	$0.00	$0.00	$210,524.68	
Total	$220,410.00	$0.00	$3,000.00	$6,885.32	$210,524.68	
Unposted Transactions	$0.00	$0.00	$0.00	$0.00	$210,524.68	
Grand Total	$220,410.00	$0.00	$3,000.00	$6,885.32	$210,524.68	

Washtenaw Intermediate School District

Amendment to Contracted Services Agreement – Company

The contracted services Agreement dated 07/01/2025 by and between Washtenaw Intermediate School District hereinafter referred to as WISD or District, and Enome, 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 07/01/2025 until 06/30/2028 in the following manner:

SECTION I – SCOPE OF SERVICES

In connection with the above, Enome, Inc will perform the following services:

1. Provide an additional 20 Goalbook Toolkit licenses, including all Goalbook services.

SECTION II – COMPENSATION

1. The total compensation will be increased by $10,080.00, making the contract total $630,810.00.

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 by:

SIGNATURE AREA

Company Contractor

SIGNATURE AREA

Department Head, Washtenaw Intermediate School District

SIGNATURE AREA

Superintendent, Washtenaw Intermediate School District

SIGNATURE AREA

Board of Education, Washtenaw Intermediate School District

Coversheet

Remodel Health ICHRA Third-Party Administrator Contract

Section: VIII. New Business
Item: A. Remodel Health ICHRA Third-Party Administrator Contract
Purpose:
Submitted by:
Related Material:
Remodel Health ICHRA Third-Party Administrator Contract 2026.11.03 w attachments.pdf

Washtenaw ISD
A REGIONAL EDUCATIONAL SERVICE AGENCY

To: Naomi Norman and the WISD Board of Education

From: Brian Marcel, Associate Superintendent

Date: November 3, 2026

Re: Remodel Health ICHRA Third-Party Administrator Contract

I have been keeping the board apprised of the status of our self-funded health plan over the past couple of years, particularly reviewing the status of the Self-Funded Insurance Fund during the monthly Financial Report section of the board agenda.

Earlier this year, we asked our insurance consulting firm, Marsh and McLennan (Marsh) to do a Request for Proposal for a fully-insured option for our medical plans so that we would have that available for our discussion with the joint Federation – Management Committee that is convened each August to review the status of our healthcare plans and to review options. This group also includes a Non-Affiliated representative (the Management members are also Non-Affiliated staff), members of the WEOC Federation officers, and the WEOC Executive Director.

I will be presenting at the Board meeting on the options that were available, as well as more information on the option selected by the Committee, an Individual Coverage Health Reimbursement Arrangement (ICHRA).

Marsh has six other clients that are currently operating with an ICHRA and have experience with a few different ICHRA third-party administrators. Their recommendation, based on their experience with each of these vendors, fee structure, and having worked with WISD for over ten years, was to utilize Remodel Health as our third-party administrator.

I have attached a copy of the Remodel Health Master Services Agreement, Order Form, and Statement of Work for your review. For perspective, the administrative fees paid to Blue Cross and Blue Care Network, plus the stop loss insurance fee is in excess of $1.5 million for 2026.

Recommendation: To authorize the Administration to execute the Agreement and related documents with Remodel Health to serve as the district's ICHRA Third-Party Administrator in the amount of $373,500.

If you have any questions, please feel free to contact me via email at bmarcel@washtenawisd.org.

Master Services Agreement

This Master Services Agreement, dated as of 01/01/2027 (the "Effective Date"), is entered into by and between LINC Holdings, LLC d/b/a Remodel Health ("Remodel Health"), an Indiana Limited Liability Company with a notice address of 601 South Meridian Street, Suite 500, Indianapolis, Indiana 46225, and Washtenaw Intermediate School District, a(n) Michigan Public Intermediate School District, together with any parents, subsidiaries, or Affiliates, with the notice address set forth in the signature block below ("Employer") (each a "Party" and together the "Parties" to this Agreement).

1. Definitions.

"Affiliate" means any other individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity that is at any time during the term of this Agreement, directly or indirectly, through one or more intermediaries, controls, under common control with, or is controlled by, a Party to this Agreement. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of an entity.

"Agreement" means this Master Services Agreement, including, without limitation, the Terms of Use set forth on Remodel Health's website, the Privacy Policy set forth on Remodel Health's website, all Exhibits attached hereto, and all terms, conditions, rights and obligations set forth herein. Each of the foregoing have hereby been incorporated into and made part of this Agreement by reference.

"Claims" means all claims, liabilities, damages, losses, fines, penalties, assessments, settlements, payments, costs, and expenses, including but not limited to court costs and attorneys' fees.

"Confidential Information" means (i) all Personal Information; (ii) all non-public, confidential, or proprietary information (whether verbal, written, electronic, or in another form of media) disclosed by or on behalf of one party ("Disclosing Party") to, or otherwise received by or on behalf of, the other party ("Recipient") in connection with this Agreement, before, on or after the Effective Date, that is marked, designated, or otherwise identified as confidential, proprietary, or similarly, or would reasonably be considered non-public, confidential, or proprietary given the nature of the information and the Disclosing Party's business; and (iii) all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials ("Notes"), in each case that are prepared by or for Recipient that contain, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing. Other than Personal Information, which shall always be considered Confidential Information, Confidential Information does not include any information that: (a) at the time of disclosure is, or thereafter becomes, generally available to or known by the public, other than as a result of, directly or indirectly, any breach of this Agreement by Recipient; (b) at the time of disclosure is, or thereafter becomes, available to Recipient on a non-confidential basis from a third-party source; (c) was known by or in the possession of Recipient on a non-confidential basis, as established by

documentary evidence, prior to being disclosed by or on behalf of Disclosing Party pursuant to this Agreement; or (d) was or is independently developed by Recipient, as established by documentary evidence, without reference to or use of, in whole or in part, any of Disclosing Party's Confidential Information.

"Deliverables" means the tangible materials and discrete machine readable media provided or made available to Employer as a result of the performance of Remodel Health's obligations pursuant to this Agreement.

"Employer Data" means any and all information, data, materials, works, expressions or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of Employer for processing by or through the Services pursuant to this Agreement or any Order Form or at the written request or instruction of Employer. For clarity, Employer Data includes all personally identifiable information provided by Employer or developed in connection with this Agreement ("Personal Information"), but expressly excludes all Remodel Health Materials.

"Employer Systems" means the information technology infrastructure, including the computers, software, databases, electronic systems (including database management systems) and networks, of Employer or any of its designees.

"Fees" means the fees payable by Employer as consideration for Remodel Health's provisioning Services.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time, including, without limitation, by the Health Information Technology for Economic and Clinical Health Act and the Final Omnibus Rule, together with all regulations promulgated thereunder.

"Order Form" means an ordering document entered into between Employer and Remodel Health, the form of which is attached hereto as Exhibit 1, which: (a) specifies certain Services to be provisioned to Employer, (b) incorporates and is governed by this Agreement, and (c) includes any attachments, addenda and supplements thereto. By entering into an Order Form, any of Employer's Affiliates agree to be bound thereunder by this Agreement as "Employer," as if an original Party to this Agreement.

"PHI" means protected health information, as defined in HIPAA.

"Remodel Health Materials" means all Software, devices, documents, data, know-how, methods, processes, hosting services, and other inventions, works, technologies and materials, documentation, computer hardware, programs, reports and specifications, and client software, created by Remodel Health whether prior to or after the Effective Date, created, provided, or used by Remodel Health in connection with performance of its obligations to Employer.

"Remodel Health Systems" means the Software and all other technology infrastructure, electronic systems, databases, computers, software (including database management systems), tools and networks used by or on behalf of Remodel Health in connection with providing the Services.

"Services" means the services provisioned to Employer by or on behalf of Remodel Health pursuant to this Agreement, including without limitation, the Software and any services or products as set forth in an Order Form.

"Software" means any Remodel Health software application(s) or other software made available to Employer or used by Remodel Health in the performance of its obligations pursuant to this Agreement, including without limitation as set forth in the Order Form, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Specification" means any written description of a visual, physical, technical or functional characteristic of any Services set forth in any documentation provided or made available by Remodel Health, including without limitation in any user guide, operating manual or technical document, whether in print or machine readable media, which shall be a minimum requirement for the relevant Service.

2. Services
    1. Scope. This Agreement sets forth the terms and conditions under which Remodel Health shall provide the Services as described further in the applicable Order Form. Subject to the terms and conditions of this Agreement, Remodel Health hereby grants to Employer, exercisable by and through their authorized users, a nonexclusive, royalty-free, irrevocable (except as provided herein) and transferable (to the extent set forth in this Agreement), right and license during the term of the applicable Order Form, including any renewals or extensions thereto, to access and use the applicable Service(s) for Employer's internal business purposes. Any and all Employer's users including any employees, personnel, officers, independent contractors, affiliates, agents, subcontractors, and similar individuals ("Personnel") who access or use the Services must comply with all terms and conditions set forth in this Agreement including all terms, conditions, rights and obligations referenced herein. Employer shall remain solely responsible and liable for all acts and omissions of its Personnel in connection with this Agreement.

    2. Ordering. All Services to be provisioned by or on behalf of Remodel Health pursuant to this Agreement shall be mutually agreed to in a written Order Form, which shall specify in detail the Software and/or Services to be provisioned, including: (a) a description of the Software and/or Services to be provisioned, including, but not limited to, the significant functional Specifications; (b) the proposed performance schedule; and (c) the Fees for such Software and/or Services. An executed Order Form may be modified only by a written amendment, or a change order document signed by both Parties which refers both to this Agreement and to the associated Order Form ("Change Order").

    3. Restrictions. Except as and to the extent otherwise authorized by Remodel Health or this Agreement, or as reasonably necessary to make any use of the Services permitted hereunder, Employer shall not, and shall not permit its Personnel to: (a) modify, correct, adapt, translate, enhance or otherwise prepare derivative works or improvements of the Services; (b) reverse engineer, disassemble, decompile, decode or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Services, in whole or in part, except as and only to the extent this restriction is prohibited by applicable law or such action is taken for purposes of ensuring or assessing interoperability or otherwise qualifies as a "fair use" under US Copyright Act or other applicable law; or (c) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Services available to any third party.

3. Confidentiality, Security, and Employer Data.
    1. Confidential Information. Recipient shall:
        i. protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as it would use to protect its own information of a similar nature from access, use, or disclosure, but in no event with less than a reasonable degree of care;

        ii. use and disclose such Confidential Information solely and exclusively for the purposes for which the information, or access to it, is provided pursuant to this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available such Confidential Information for its own purposes or for the benefit of anyone other than Disclosing Party without Disclosing Party's prior written consent;

        iii. not disclose any such Confidential Information to any person or entity, except to its Personnel who: (i) need to know the information to assist Recipient, or act on its behalf, in connection with the Agreement; (ii) are informed by Recipient of the confidential nature of the Confidential Information; and (iii) are subject to confidentiality duties or obligations to Recipient that are substantially similar to those herein;

iv. promptly notify Disclosing Party of any unauthorized use or disclosure of Confidential Information or breach of this Section by Recipient or its Personnel, of which Recipient has knowledge or reason to suspect;

v. fully cooperate with Disclosing Party in any effort undertaken by Disclosing Party to enforce its rights related to any such unauthorized disclosure;

vi. promptly return or destroy the Disclosing Party's information upon its written request, and confirm in writing that such information has been returned or destroyed; and

vii. be responsible for any breach of this Section caused by any of its Personnel.

2. Required Disclosures. Prior to making any disclosure of Confidential Information of Disclosing Party, whether pursuant to applicable law or a valid order issued by a court or governmental agency of competent jurisdiction (a "Legal Order"), such party shall provide Disclosing Party with: (i) prompt written notice (in no event more than three (3) business days after receipt) of such requirement so that it may seek a protective order or other remedy; and (ii) reasonable assistance in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, Recipient remains subject to a Legal Order to disclose any information, (a) it shall not, and shall ensure that its Personnel do not, disclose more than that portion of the information which such Legal Order specifically requires; and (b) shall use reasonable efforts to obtain assurances from the applicable court or agency that such information will be afforded confidential treatment.

3. Injunctions. Recipient acknowledges that any breach of the confidentiality obligations in this Agreement may cause injury to Disclosing Party, for which money damages would be an inadequate remedy and that, in addition to remedies at law, Disclosing Party is entitled to seek equitable relief as a remedy for any such breach or threatened breach, and the Recipient hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

4. Security. During the Term, of this Agreement, Remodel Health shall make reasonable efforts to maintain a formal data protection and security program materially in accordance with industry standards and which is designed to: (i) ensure the security and integrity of Employer Data; (ii) protect against threats or hazards to the security or integrity of Employer Data; and (iii) prevent unauthorized access to Employer Data.

5. Access to Employer Data. In the event the Services require Remodel Health's access to and/or use of any Employer Data, Employer agrees that it shall, without violating any third-party rights and with all appropriate consents, provide to Remodel Health all Employer Data to the extent necessary for Remodel Health to provide the Services. Employer shall abide by all applicable restrictions and policies of Remodel Health related to such. Employer is solely responsible for obtaining all relevant authorizations, consents, and permissions for the processing of Employer Data by Remodel Health, including, where applicable, approval to use Remodel Health as a data processor, and Employer represents and warrants that it has obtained the same with respect to any Personal Information.

Employer shall indemnify, defend, and hold Remodel Health harmless from any and all Claims based upon, relating to, or arising out of Employer Data or Employer's breach of any representation or warranty in this Section 3.

4. Proprietary Rights.

1. Intellectual Property Rights. Subject to the rights and licenses granted by Remodel Health in this Agreement, Remodel Health and its licensors reserve and retain their entire right, title and interest in and to all any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world ("Intellectual Property Rights") in the Remodel Health Materials; and none of Employer, Employer Affiliates or users acquire any ownership or Intellectual Property Rights in or to the Remodel Health Materials as a result of an Order Form. Notwithstanding the foregoing, Remodel Health acknowledges and agrees that neither Remodel Health nor its licensors shall make any claim to ownership or rights with respect to Deliverables. Remodel Health hereby grants to Employer a perpetual, irrevocable, royalty-free right and license to use any Intellectual Property Rights contained in or embodied by the Deliverables for Employer's internal business purposes.

2. Use of Name and Publicity. Remodel health shall not use or disclose Employer's name, trademarks, service marks, trade names, logos, domain names, customer status, or other identifying information ("Employer Brands") in any press release, case study, customer list, website, or social media post, sales presentation, marketing or promotional material, or other external communication with Employer's prior written consent. In the event that Remodel Health wishes to so use any Employer Brand, it shall provide Employer a copy of the proposed materials prior to any public release and Employer shall have final approval of any Employer specific references in the material, which such approval shall not be unreasonably denied.

5. Compensation.

1. Fees and Invoices. Employer shall pay to Remodel Health all invoiced amounts for Services provisioned by Remodel Health to Employer in accordance with this Agreement and the applicable Order Form. Unless the Parties have reason to specify alternative pricing or invoicing provisions therein, for each of the following Fees set forth in any Order Form, Remodel Health may invoice Employer based as applicable upon the pricing set forth in the Order Form. Unless otherwise set forth in the applicable Order Form, Employer shall pay all undisputed invoices within ten (10) days of Employer's receipt thereof. If Employer disputes any portion of an invoice, Employer must provide written notice specifying the disputed amount and the reason for the dispute. Amounts not paid when due, unless disputed, shall accrue a late fee of five percent (5%) interest per month, accruing and compounding daily from the due date until paid in full. Interest shall be calculated based on a 365-day year, and partial payments shall be applied first to accrued interest and then to the outstanding principal balance. Employer shall timely pay all undisputed amounts while the parties work in good faith to resolve the disputed portion. If no written dispute is received within this timeframe, the invoice shall be deemed accepted. Employer shall reimburse Remodel Health for all reasonable costs of

collection and attorney fees incurred in association with collecting payment on amounts not paid when due. In the event Employer terminates this Agreement or an Order Form prior to the expiration date of such Agreement or Order Form, all Fees for the remaining term of the terminated Order Form shall become immediately due and payable ("Termination Fee"). Such Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Remodel Health shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in collection of the Termination Fee. Employer acknowledges that Employer shall have no right to withhold any payment due as a set-off against claims against Remodel Health and hereby waives any such claim as a defense to termination by Remodel Health.

2. Taxes. All Fees and amounts set forth in this Agreement or any Order Form are exclusive of taxes. Employer shall be solely responsible for all sales, service, value-added, use, excise, consumption and any other taxes, duties and charges of any kind, if any, imposed by any federal, state or local governmental entity on any amounts payable by Employer pursuant to this Agreement or any Order Form, other than any taxes imposed on, or with respect to, Remodel Health's income, revenues, gross receipts, Personnel, real or personal property or other assets.

6. Indemnity and Warranties.
    1. General Indemnification. Each Party agrees to defend, indemnify and hold harmless the other Party to the extent permissible by Michigan law, its officers, Affiliates, directors, employees and agents, from and against any Claims resulting from such Party's negligent acts or omissions and for all claims, demands, damages or losses asserted by a third party for personal injury or property damage and alleged to be caused by the acts or omissions of the other Party, whether such claim sounds in negligence, strict liability, or intentional conduct.

    2. IP Infringement Indemnification. If a claim is made or an action brought alleging that Remodel Health Materials or any deliverable infringes a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, Remodel Health shall indemnify, hold harmless and defend Employer and its officers, directors, trustees, sponsors, employees, or agents (collectively, the "Indemnitees") against such claim. Employer shall promptly notify Remodel Health in writing of the claim, within a reasonable period of time after becoming aware of such claim, and Remodel Health shall have primary control of the defense and all related settlement negotiations. Employer shall reasonably cooperate in such defense as requested by Remodel Health. If Remodel Health Materials, in whole or in part, or the use or operation thereof, becomes, or in the reasonable opinion of Remodel Health is likely to become, the subject of such a claim, Remodel Health shall, at its sole expense, either procure the right for Employer to continue using Remodel Health Materials or, at the option of Remodel Health, replace or modify the same so that it becomes non-infringing. If neither of the alternatives is available on terms which are reasonable in Remodel Health's judgment, Remodel Health shall cooperate with Employer to identify an alternate solution (which may or may not be a Remodel Health product), prepare for and transition all existing data to the new solution, and successfully transition Employer to such replacement product, at which time Employer will return the infringing Remodel Health Materials. Remodel Health will have no liability for any claim: (i) based upon, arising from, or in any way related to the combination, operation or use of any Remodel Health

Materials with hardware or software not supplied by Remodel Health; or (ii) based upon alteration or modification of the Remodel Health Materials.

3. Warranties. Remodel Health represents and warrants that Services performed by Remodel Health or by a permitted subcontractor, employee, or agent of Remodel Health shall be performed consistent with the best practices in the industry and in a diligent, workmanlike, and professional manner. Each Party hereto represents and warrants to the other Party as of the Effective Date that: (a) it has the full power and authority to enter into this Agreement and to grant the rights granted herein; (ii) the execution of this Agreement does not breach any contract or agreement, oral or written, of such Party, nor will the same violate any duty or obligation to any third-party; and (iii) such Party is in compliance with all applicable Laws, and entering into this Agreement shall not cause or constitute a violation of any Law.

4. Warranty Disclaimers. Remodel Health does not make, and hereby expressly disclaims, any warranties in connection with any third-party software, applications, information, products, services, documents, websites, and similar materials provided as part of or through the Services in any manner ("Third-Party Materials"). All Third-Party Materials are provided "As-Is" without any warranty or indemnification from Remodel Health whatsoever. To the maximum extent permitted by law and except for the express warranties in this Agreement, Remodel Health and its licensors provide the Services on an "As-Is" and "As Available" basis. Remodel Health and any of its agents, employees, third-party suppliers, and licensors disclaim and make no, and Employer is not reliant upon any, other representations, warranties and conditions of any kind, express, implied or statutory, including representations, guarantees, conditions or warranties of merchantability, title, non-infringement, fitness for a particular purpose, accuracy, or implied by the provisions of any laws that by their terms can be disclaimed (such as the Uniform Commercial Code or the Uniform Computer Information Transactions Act). If such provisions cannot be excluded and disclaimed, then the provisions of this Agreement will control to the maximum extent permitted.

7. Term and Termination.
    1. Term. This Agreement shall commence on the Effective Date first stated above and shall be effective for a period of One (1) Year(s). The Order Term may be extended in successive One (1) Year increments, in each case upon prior mutual written agreement by the Parties hereto, unless either Party provides the other Party written notice of its desire to terminate at least ninety (90) days prior to the end of the then-current Term. The expiration or termination of this Agreement alone will not effectuate a termination of any Order Form then in effect and not otherwise expressly terminated, and the terms and conditions of this Agreement will continue in effect with respect to any such Order Form until its expiration or termination as set forth herein.

    2. Termination. Notwithstanding anything to the contrary contained in this Agreement, if Employer breaches any term or condition of this Agreement or any Order Form, Remodel Health may, at its option, exercise the following remedies: (i) terminate this Agreement or the applicable Order Form, effective immediately upon written notice to Employer (subject to any cure period that Remodel Health may allow in such notice, in its sole discretion); and (ii) exercise any other rights and remedies

available at law or in equity. Either Party may terminate this Agreement, effective immediately, by written notice to the other Party if that Party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign statute, law, regulation, order, judgment or other applicable requirement of any federal, state, local or foreign government or political subdivision thereof; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

3. Suspension of Services. Remodel Health reserves the right to suspend or terminate services if any undisputed payment remains unpaid for more than thirty (30) days beyond the invoice due date upon written notice. Suspension or termination of services shall not relieve Employer of its obligation to pay any outstanding amounts, including applicable interest, late fees, and collection costs. In the event of non-payment, Remodel Health also reserves the right to cease payment of any insurance premiums or other related expenses on behalf of Employer's employees. Employer acknowledges and agrees that failure to make timely payments may result in the lapse or termination of employee coverage, and Remodel Health shall bear no liability for any consequences arising from such non-payment. Employer is solely responsible for ensuring continued coverage for its employees.

4. Effects of Termination. Upon any termination or expiration of this Agreement, or at any earlier time upon the reasonable written request of either Party, each Party shall, without cost to the other Party: (i) Deliver to the other Party, in an orderly and expeditious manner, all data, documentation, Confidential Information, materials, and other property belonging to the other Party then in its possession or control, including, without limitation, all copies, extracts, summaries, and portions thereof, on whatever media rendered; (ii) Purge from its computer systems all Confidential Information, materials, and other property belonging to the other Party, including all copies, extracts, summaries, and portions thereof, except to the extent retention is required by applicable law, regulation, or legitimate recordkeeping obligations, provided that any retained information remains subject to the confidentiality obligations of this Agreement; and (iii) Upon the other Party's reasonable written request, certify in writing that it has complied with these requirements.

8. Remodel Health Audit. Employer shall maintain records and supporting documentation of all financial and non-financial transactions in connection with this Agreement sufficient to permit a complete audit thereof in accordance with this Section. Employer shall provide to Remodel Health, including its internal and external auditors, access at reasonable times and after reasonable notice (unless circumstances reasonably preclude such notice) to: (a) Personnel accessing and/or using the Services; and (b) all data and records relating to the Services under any Order Form. Employer shall provide full cooperation to such auditors. Notwithstanding the foregoing, if Remodel Health has reason to suspect any malfeasance or dishonest acts on the part of Employer, or other significant or non-routine problems, Remodel Health shall be entitled to undertake such audit of Employer as Remodel Health reasonably deems appropriate without the foregoing notice or other restrictions. Employer shall respond promptly to any

conclusions or recommendations resulting from an audit as reported by Remodel Health, and promptly thereafter schedule implementation of such recommendations.

9. Government Requirements. The Parties intend that each Order Form comply at all times with all existing and future applicable laws including the Michigan Freedom of Information Act. If at any time, as the result of the enactment of a new statute, the issuance of regulations, or otherwise, either Party receives a written opinion of counsel that there is a substantial risk that, as a result of this Agreement or an Order Form, either Party does not comply with applicable law, then the Parties shall use good faith efforts to reform this Agreement or such Order Form in such a manner so that it complies with applicable law. If, after the exercise of such good faith efforts for a period of at least thirty (30) business days, the Parties have not agreed on amendment(s) to this Agreement or the Order Form that resolve legal issues referred to above, then the Party(s) whose receipt of a legal opinion triggered renegotiation may terminate this Agreement or the Order Form upon at least sixty (60) calendar days written notice to the other Party.

10. Miscellaneous.
    1. HIPAA. Remodel Health complies with the applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and its implementing regulations. To the extent Remodel Health creates, receives, maintains, or transmits Protected Health Information (“PHI”) on behalf of Employer in connection with the services provided under this Agreement, Remodel Health shall comply with all applicable requirements of HIPAA and shall act as a “Business Associate” to the extent required by HIPAA. Remodel Health shall use and disclose PHI only as permitted by this Agreement and applicable law, shall implement appropriate safeguards to protect PHI, and shall comply with applicable requirements relating to the reporting of breaches and impermissible uses or disclosures of PHI. To the extent required by HIPAA, the parties shall enter into a separate Business Associate Agreement (“BAA”), which shall govern the parties’ respective rights and obligations with respect to PHI.

    2. Legal Obligations Disclaimer. Notwithstanding anything to the contrary in this Agreement, Remodel Health and Employer acknowledge and agree that Remodel Health is not legal counsel and it cannot, and does not, provide legal advice. Any written or verbal communication with Remodel Health's representatives regarding use of Services offered by Remodel Health are not to be considered a legal opinion regarding such use. Remodel Health has advised Employer to consult its own legal counsel on all matters and obligations arising under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Genetic Information Non-Discrimination Act, the Patient Protection and Affordable Care Act, the Internal Revenue Code, the Employee Retirement Income Security Act, Titles XVIII and XIX of the Social Security Act, HIPAA, the Public Health Service Act, applicable state insurance laws, and all other applicable federal, state, and local laws and regulations, including laws and regulations governing the payment of wages to specified classes of employees (“Employer’s Legal Obligations”). Remodel Health explicitly disclaims any and all liability for Employer's use of Services offered by Remodel Health in a manner that is inconsistent with, or in violation of, Employer's Legal Obligations and any other applicable law. Remodel Health is not an administrator, plan sponsor, issuer, or provider of medical services, any insurance company, benefit plan, health care sharing entity or third-party payer.

Likewise, Services do not constitute (implied or in fact) a plan, policy, or arrangement for any purposes, including Employer's Legal Obligations. Remodel Health is not responsible for beneficiary enrollment or coverage determinations; filing, adjudicating, or paying beneficiary claims; or resolving Employer's or its Personnel's disputes with insurers, plans, or any third-party payers.

3. Force Majeure. Neither Party will be responsible for delay in performance (with the exception of making any payments due and owing under this Agreement) due to reasonably unforeseen acts of God, natural disasters, war, insurrection, pandemic, labor shortages, strikes, any action taken by a governmental or public authority, power or telecommunications systems inoperability, or acts of terrorism, in each case to the extent outside of the non-performing Party's reasonable control ("Force Majeure Events").

4. Entire Agreement. This Agreement, which includes all attached Exhibits referenced herein, as incorporated into any Order Form executed pursuant to this Agreement, constitutes the entire agreement between Employer and Remodel Health with respect to the subject matter thereof; and supersedes all proposals, oral or written, and all other communications between the Parties with respect to such subject matter. Section headings in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement in any way.

5. Priority. This Agreement may not be amended or modified, except in writing signed by Employer and Remodel Health. This Agreement shall be given priority over any conflicting terms in an Order Form or Change Order.

6. No Waiver. No failure or delay of either Party to exercise any rights or remedies under an Order Form shall operate as a waiver thereof.

7. Non-Assignable. Neither Party may assign any of its rights or delegate any of its duties pursuant to this Agreement or any Order Form to any other party or subcontractor without prior written consent of the non-assigning Party. Any attempted assignment without such consent shall be void. Notwithstanding the foregoing, Remodel Health can assign this Agreement in its entirety to an affiliate or to a successor to all, or substantially all, of Remodel Health's business, in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of Remodel Health's assets or voting securities or for bona fide restructuring purposes.

8. Change of Control. In the event that Employer undergoes a Change of Control—including, but not limited to, a merger, acquisition, sale of substantially all assets, or other transfer of ownership or control—and elects to continue receiving Remodel Health's services without interruption, or if the acquiring or successor entity assumes this Agreement in writing and agrees to fulfill all remaining obligations, this Agreement shall remain in full force and effect without acceleration of Fees. However, if Employer chooses to forego such continuation or assumption and instead terminates or discontinues services as a result of the Change of Control, all outstanding and future Fees for the remainder of the Term shall accelerate and become immediately due and payable in full upon the closing of such transaction. The accelerated Fee amount shall be calculated as the greater of (a) the total Fees outlined in the applicable Order Form, or (b) the Fees calculated based on the Number of

Participating Employees at the time of closing, with payment remitted within thirty (30) days of the effective date of the Change of Control.

9. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana, excluding all choice of law provisions. Employer hereby consents to personal jurisdiction and exclusive venue for all proceedings relating to this Agreement in the state and federal courts with jurisdiction over Indianapolis, Indiana, and hereby waives any right to object to personal jurisdiction or venue. Process in any action or proceeding referred to in the preceding sentence may be served on either party anywhere in the world.

10. Severability. In the event that a court of competent jurisdiction holds any provision of this Agreement or an Order Form invalid or unenforceable in any circumstances, the remainder of this Agreement and each Order Form, and the application of such provision in any other circumstances, shall not be affected thereby.

11. Dispute Resolution; Waiver of Jury Trial. The Parties expressly agree to attempt to settle any and all controversies or claims arising out of or relating to this Agreement or the breach thereof ("Dispute") through consultation and negotiation in good faith in the spirit of mutual cooperation. If such resolution does not occur and a Party wishes to escalate to a formal dispute resolution forum, such party must submit the dispute to binding arbitration at an agreed-upon site in Indianapolis, IN, under the then-prevailing rules of the JAMS Comprehensive Arbitration Rules and Procedures. Notwithstanding the foregoing, either Party may bring an action in court to enjoin actual or threatened infringement or misuse of intellectual property or other proprietary rights. If for any reason a claim proceeds in court rather than in arbitration, then the Parties hereby waive any right to jury trial, or to object to personal jurisdiction or venue. ANY CAUSE OF ACTION OR CLAIM EMPLOYER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

12. Notice. Unless provided otherwise in this Agreement, all notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received on the date delivered by personally, by messenger, by recognized courier service such as Federal Express, or by certified mail, postage prepaid, return receipt requested, or by email with a request for acknowledgement of receipt and effective upon such acknowledgement, addressed as set forth below, or to such other address as shall be provided by any Party to the other party in writing: (a) If to Employer, using the address set forth below with the Employer's signature; (b) if to Remodel Health, the notice address set forth in the recitals of this Agreement with a copy contemporaneously sent to legal@remodelhealth.com.

13. Independent Contractors. The Parties' relationship in connection with this Agreement is that of independent contractors. No Order Form will create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between Employer, Remodel Health or any of their employees, independent contractors or Affiliates.

14. Execution. This Agreement may be executed in one or more counterparts, each bearing a handwritten signature of an authorized agent, collectively which shall constitute one and the same instrument. A facsimile of handwritten signature shall be sufficient for purposes of this Agreement or any Order Form. Electronic signatures on this Agreement or on any Order Form (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

IN WITNESS WHEREOF, Employer and Remodel Health have caused their duly authorized representatives to execute this Agreement on the date(s) set forth below.

Washtenaw Intermediate School District

"Employer"

Signature

Printed Name and Title

Acceptance Date

Notice Address Below:

Washtenaw Intermediate School District

Attn:

LINC Holdings, LLC

"Remodel Health"

Signature

Printed Name and Title

Acceptance Date

Notice Address Below:

Remodel Health

Attn: Legal

601 S Meridian St, Ste 500

Indianapolis, IN 46225

Attachments

Exhibit 1 - Order Form

Exhibit 2 - Statement of Work

Exhibit 1

ORDER FORM

Employer Order No. 2026102301

This Employer Order No. 2026102301 ("Employer Order") is a legal agreement between Remodel Health ("Remodel Health") and Washtenaw Intermediate School District ("Employer"), on 01/01/2027 ("Employer Order Effective Date"). This Employer Order hereby incorporates and is governed by the terms and conditions of the Master Services Agreement ("Master Agreement") entered into by Remodel Health and Employer on 01/01/2027. Except as specifically indicated herein, in the event of any conflict between the express terms of this Employer Order and those incorporated herein from the Master Agreement, those from the Master Agreement shall prevail and control.

1. Duration. This Employer Order commences on the Employer Order Effective Date and shall have a term of One (1) Year(s) (together with any extensions thereof, the "Order Term"), ending on 12/31/2027. The Order Term may be extended in One (1) Year increments, in each case upon prior mutual written agreement by the Parties hereto, unless either Party provides the other Party written notice of its desire to terminate at least ninety (90) days prior to the end of the then-current Term.
2. Services Fees. In consideration of Employer's payment of the corresponding Services Fees as set forth below, Employer's license and subscription to the Services set forth in the table below shall commence on the Employer Order Effective Date and extend for the Order Term. Total ICHRA+ Subscription Fees are calculated on an annualized per user per month rate of $75 as set forth in the table below.

Per Employee Per Month Rate	Total ICHRA+ Subscription Fees
$75	*$373,500*

The ICHRA+ Subscription Fee (Annual) below shall be equivalent to 20% of the Total ICHRA+ Subscription Fees as listed above, and the remaining 80% of the Total ICHRA+ Subscription Fees shall be divided into equal payments for twelve months as also set forth below.

Please note that the Total ICHRA+ Subscription Fees are a prediction based on the estimated Number of Participating Employees ("NPE"). The actual NPE may change after full implementation. Remodel Health reserves the right, in its

sole discretion, to adjust or modify the Total ICHRA+ Subscription Fees based on a retroactive review of NPE after Employer's Effective Date to account for any increase in NPE post-implementation or at any point during the Term. Remodel Health also reserves the right to charge a minimum Total ICHRA+ Subscription Fee equal to the total monthly rate of five (5) employees in the case that the NPE falls below this threshold.

Services	Total Monthly List Fees	Total Annual List Fees
ICHRA+ Subscription Fee (Annual)	--	$74,700
ICHRA+ Subscription Fee (Monthly)	$24,900	$298,800
Grand Total Fees	*$24,900*	*$373,500*

3. Services Description. The Services and any Deliverables to be provided by Remodel Health in connection with this Employer Order are set forth in the Statement of Work attached to this Employer Order ("SOW"). Remodel Health shall provide such Services and Deliverables for the Fees set forth in the SOW.
4. Invoicing and Payment. Each Remodel Health invoice shall set forth the itemized Fees and expenses charged and the corresponding Items and Services to which they are attributable. Remodel Health shall invoice Employer monthly and Employer shall pay all undisputed invoices within ten (10) days of the invoice date. Employer agrees that if Employer completes the Bank Draft Authorization Form attached below, Employer’s payment of all invoices shall be completed by ACH.

IN WITNESS WHEREOF, each of the undersigned has duly executed this Employer Order on behalf of the applicable Party as of the Employer Order Effective Date.

Washtenaw Intermediate School District

"Employer"

Signature

Printed Name and Title

Acceptance Date

Remodel Health Holdings, Inc.

"Remodel Health"

Signature

Printed Name and Title

Acceptance Date

Exhibit 2

ICHRA+ Statement of Work

Attachment to Employer Order No. 2026102301

This SOW is entered into pursuant to Employer Order No. 2026102301 to which it is attached (the "Employer Order").

I. Services

Remodel Health shall provide the following Services to Employer:

i. Access to and use of the Remodel Health Platform ("Platform") for the purpose of plan design and administration.
    a. Remodel Health will reasonably assist Employer with designing and creating Employer's ICHRA plan ("Plan") within the Platform

ii. Whether through the Platform or otherwise, the following sample documents in a template format for Employer (and Remodel Health, where applicable) to use as a reference in its administration of the Plan ("Plan Documents"):
    a. Standard ICHRA Plan Document;
    b. Summary Plan Description;
    c. Employee Notice;
    d. COBRA Notice; and
    e. Where applicable and upon request by Employer, other forms and documents reasonably determined to be required for adoption and administration of the Plan.

iii. As an authorized service provider for Employer, Remodel Health shall:
    a. Establish user accounts on the Platform for each of Employer's employees/individual subscribers ("Employee Users") for which Employer shall provide Remodel Health with all applicable information required for the creation of such account and all Employee Users shall be required to comply with, and Employer shall be responsible for ensuring such compliance, the applicable Platform Terms of Use at all times during the Order Term;
    b. Under the direction of Employer, assist with the processing of requests for reimbursement of ICHRA benefit under the Plan for the Employee Users in accordance with the terms of the Plan Document and applicable law and provide Employer with monthly reimbursement reports; and
    c. Provide a comprehensive reimbursement report for Employer at the end of each year of the Order Term.

iv. To the extent Employer elects to participate in payroll deduct services including automatic payments ("Payment Services"), Remodel Health shall:
    a. Process insurance premiums on behalf of Employee Users to the appropriate insurance carriers with funds withheld from Employee Users' wages by Employer, provided that Employer must provide Remodel Health

with all applicable information and authorizations or consents required for Remodel Health to complete such processing; and

b. Upon reasonable request from Employer, provide assistance with Employer's accounting processes related to administration of the Plan and any additional reporting that may be reasonably required.

II. Deliverables

Deliverables provided under this SOW, unless otherwise agreed between the parties, shall include the following:

i. Plan Documents; and

ii. Reporting to include: monthly reimbursement reports and annual reimbursement reports (upon request)

III. Responsibilities and Assumptions

Remodel Health and Employer each acknowledge and agree that, as a material condition of the performance of Services hereunder, Employer shall promptly complete the following upon the Employer Order Effective Date:

i. Make the Services and Platform available to all of Employer's workforce members eligible for the Plan;

ii. Recommend workforce members eligible for the Plan use the Platform and Services to purchase health insurance policies or further coverage;

iii. Provide Remodel Health with the contact information of all Employer's workforce members eligible for the Plan and assist Remodel Health in contacting the same;

iv. Customize and adopt the Plan Document provided by Remodel Health;

v. Establish and implement a process to reimburse all Employee Users through the Services as recommended and reported by Remodel Health and perform such reimbursement process in the timeframe and by the means required by Remodel Health;

vi. Notify Remodel Health of newly hired workforce members eligible for the Plan within thirty (30) days of hiring;

vii. Notify Remodel Health of the termination of any Employee User within thirty (30) days of termination;

viii. Authorize Remodel Health to directly debit the amounts necessary for the performance of this SOW from Employer's account via the Automated Clearing House ("ACH") no later than five (5) days from the Employer Order Effective Date and which such amounts may include: (a) any and all Fees set forth in the Employer Order; and (b) recurring monthly withdrawals in an amount equivalent to the total amount that Employee Users have authorized Employer to withhold from their taxable wages and remit to Remodel Health for the payment of insurance premiums and eligible medical expenses (in order to account for natural changes, variances, and adjustments to Employee User insurance premiums, Remodel Health will debit and maintain an additional ten percent (10%) of estimated premiums); and

ix. Make funds available to Remodel Health in order to fund all insurance premiums for Employee Users by no later than the 15th of each month during the Order Term; and

x. Provide written authorization to allow Remodel Health to withdraw additional funds as requested by Remodel Health.

In the event Remodel Health provides Employer with the Enhanced Premium Payments Feature, Employer acknowledges and agrees that, in order to provide such services, Remodel Health must open an account provided by a bank that is unaffiliated with Remodel Health ("Payment Account") on Employer's behalf as well as on behalf of each

employee insofar as Employer and each applicable employee accepts and complies with the Terms of Service and Privacy Policy of the Payment Account provider. Any funds held in or transferred through the Payment Account are held or transferred by the Payment Account provider's financial institution partners, as described in the Payment Account provider's Terms of Service. Remodel Health may provide support for the Payment Account or serve as a point of contact between Employer (or the applicable employees) and the Payment Account provider to facilitate support requests.

Please note that Remodel Health makes no representations or warranties about the services provided by the Payment Account provider in any manner. Employer hereby acknowledges and agrees that Remodel Health shall not be responsible for any of the services provided to Employer in connection with the Payment Account even if such services are provided through or in connection with the Remodel Health Services as described herein.

Based upon the information provided by Employer, Remodel Health will assist Employer in determining the affordability of the ICHRA offering under Affordable Care Act requirements per 26 U.S. Code § 4980H and applicable guidance. Employer understands that changes in Employer's population throughout the course of the plan year may result in changes in the ICHRA offering's affordability. The provision of inaccurate information to Remodel Health, whether intentional or unintentional, will affect Remodel Health's ability to assist Employer in determining the affordability of the ICHRA offering. Employer is solely responsible for ensuring that the ICHRA offering is affordable and for paying any penalties or taxes associated with a failure of the ICHRA offering to meet affordability requirements. Employer is solely liable for any associated taxes or penalties if it decides to implement an ICHRA solution that does not meet affordability requirements. Remodel Health is not the plan sponsor, plan administrator or a fiduciary of the ICHRA and accepts no responsibility for the affordability of the ICHRA offering. Affordability metrics and Employer ICHRA strategy will be reviewed with Employer on an annual basis and at the time of renewal.

Remodel Health and Employer shall each cooperate, and use commercially reasonable efforts to cause its third-party service providers to cooperate, with both parties in all matters relating to the provision and receipt of the Services hereunder and to minimize the expense, distraction and disturbance to each party. Both parties shall perform all respective obligations hereunder in good faith and in accordance with the principles of fair dealing and in compliance with all applicable laws. Neither party shall provide, or cause to be provided, any Services to the extent that the provision of such Services would require, or could be reasonably expected to require, either such party or any of its Personnel, affiliates, officers, or directors to violate any applicable law or any policies and/or procedures of such party which are designed in response to a law or a new legal or regulatory issue or information security threat.

Each party shall use best efforts to provide information and documentation sufficient for the other party to perform the Services in the manner provided as of the Employer Order Effective Date.

Each party represents and warrants that it shall make available, as reasonably requested by the other party, sufficient resources and timely decisions, approvals and acceptances in order to ensure the other party may perform its obligations under this SOW in a timely and efficient manner.

Employer acknowledges and agrees that Remodel Health does not provide insurance to Employee Users and such Employee Users are each individually responsible for procuring their own insurance plan, including through the use of the Platform. Additionally, Employer represents and warrants that it shall remain compliant with the terms and conditions of its adopted Plan Documents and that it remains solely responsible for any and all liability resulting from Employer directing Remodel Health to take actions contrary to the terms of the Plan Documents.

IV. Effect of Mistake. In the event of a mistake as to the eligibility or participation of an Employee User, or the allocations made to the ICHRA account of any Employee User, or the amount of benefits paid or to be paid to an Employee User or other person, Remodel Health shall, to the extent that it deems administratively possible and

otherwise permissible under 26 U.S. Code §105, the regulations issued thereunder, or other applicable law, cause to be allocated or cause to be withheld or accelerated, or otherwise make adjustment of, such amounts as it will in its judgment accord to such Employee User or other person the credits to the ICHRA account or distributions to which he or she is properly entitled under the Plan. Such action by Remodel Health may include withholding from salary or wages otherwise due the Employee User or any amounts owed to the Employer by the Employee User with respect to the Plan.

Coversheet

2026 Summer Tax Resolution

Section: VIII. New Business
Item: B. 2026 Summer Tax Resolution
Purpose:
Submitted by:
Related Material: 2027 Annual Summer Tax Resolution - WISD.pdf

Annual Summer Tax Resolution

Washtenaw Intermediate School District (the "District")

A regular meeting of the board of education (the "Board") of the District was held in the Board Room at 1819 South Wagner Road, Ann Arbor, MI, in the District, on the **10th** day of **November, 2026,** at 5:00 o'clock in the pm.

The meeting was called to order by Mary Jane Tramontin, President.

Present: Members:

Absent: Members:

The following preamble and resolution were offered by Member _____ and supported by Member _____.

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect 100% of annual school property taxes, including debt service, except that the levy may be restricted to areas in which a local school district or city is concurrently imposing a summer property tax levy, upon property located within the school district and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Pursuant to the Revised School Code, MCL 380.1 et seq., the Board hereby invokes for 2025 its previously-adopted ongoing resolution imposing a summer tax levy of 100% of annual school property taxes, including debt service, upon property located within the District in areas in which a local school district or municipality are concurrently imposing a summer property tax levy and continuing from year-to- year until specifically revoked by this Board and requests each city and/or township in which this District is located to collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which this District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2027 in the amount as specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies on or before December 31, 2026.

3. Pursuant to and in accordance with Section 1613(1) of the Revised School Code, the Superintendent or designee is authorized and directed to negotiate on behalf of this District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under MCL 380.1611 or MCL 380.1612. Any such proposed agreement shall be brought before the Board for its approval or disapproval.

4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes: Members: _____.

Nays: Members: _____

Motion declared adopted.

_____

Secretary, Board of Education

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

_____

Secretary, Board of Education

Coversheet

Updated WISD Policies - SECOND READ

Section: IX. Unfinished Business
Item: A. Updated WISD Policies - SECOND READ
Purpose:
Submitted by:
Related Material:
Memo re Policies to Board - 2nd read 11.10.26.pdf
1410 - STAFF ETHICS.pdf
1615 - Use of Tobacco by Administrators.pdf
3210 - STAFF ETHICS.pdf
3215 - Use of Tobacco By Professional Staff.pdf
4210 - STAFF ETHICS.pdf
4215 - Use of Tobacco By Support Staff (New).pdf
po1422.02 - Rescind - Non-discrimination based on Genetic Information of the Employee.pdf
po1662 - Rescind - Anti-Harassment.pdf
po3122.02- Rescind - Non-discrimination based on Genetic Information of the Employee.pdf
po3362 - Rescind - Anti-Harassment.pdf
po4122.02- Rescind - Non-discrimination based on Genetic Information of the Employee.pdf
po4362 - Rescind - Anti-Harassment.pdf

Washtenaw I S D
A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: November 4, 2026

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

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

RE: Updated Policies – Second Read

The Policy Committee[1] recommends adoption of policies #1410/#3210/#4210 – Staff Ethics, #1615 – Use of Tobacco by Administrators, #3215 – Use of Tobacco by Professional Staff, and #4215 – Use of Tobacco by Support Staff

A first read of the policies was done during the Board's regular meeting on October 27, 2026 which included highlights of the proposed changes.

Enclosure

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

New Policy - Vol. 40, No. 2

1410 - **STAFF ETHICS**

An effective educational program requires the services of ~~men and women~~employees ~~-~~of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board of Education expects all administrators to maintain high standards in their working relationships, ~~and~~ in the performance of their professional duties, ~~to:~~ and to fulfill the following responsibilities:

A. **Responsibility to the Profession**

1. demonstrate responsibility for oneself as an ethical professional;
2. acknowledge, address, and attempt to resolve ethical issues in an appropriate manner;
3. promote and advance the profession within and beyond the school community;

B. **Responsibility to Professional Competence**

1. demonstrate commitment to high standards of practice;
2. demonstrate responsible use of data, materials, research, and assessment;
3. act in the best interest of all students;

C. **Responsibility to Students**

1. respect the rights and dignity of students;
2. demonstrate an ethic of care for students;
3. maintain student trust and confidentiality in a developmentally appropriate manner and within appropriate limits;

D. **Responsibility to the School Community**

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1. promote effective and appropriate relationships with parents/guardians;
2. promote effective and appropriate relationships with colleagues;
3. promote effective and appropriate relationships with the community and other stakeholders;
4. promote effective and appropriate relationships with employers;
5. understand the problematic nature of dual or multiple relationships;

E. **Responsible and Ethical Use of Technology**

1. use technology in a responsible manner;
2. ensure student safety and well-being when using technology;
3. maintain confidentiality in the use of technology;
4. promote the appropriate use of technology in educational settings;

F. **(X)** recognize basic dignities of all individuals with whom they interact in the performance of duties;

G. **(X)** represent accurately their qualifications;

H. **(X)** exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;

I. **(X)** seek and apply the knowledge and skills appropriate to assigned responsibilities;

J. **(X)** keep in confidence legally-confidential information as they may secure;

K. **(X)** ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;

L. **(X)** avoid accepting anything of value offered by another for the purpose of influencing judgment;

M. **(X)** refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will not be implemented in a manner that limits constitutionally or legally protected rights as a citizen.

~~[END OF OPTIONS]~~

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In keeping with the ethical responsibilities of administrators, the Board prohibits staff from engaging in a romantic or sexual relationship of any kind with students of this District, regardless of the student's age. District staff should not provide alcohol, drugs, cigarettes, or any other contraband to a student.

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M.C.L. 750.520b, 750.520c, 750.520d, 750.520e
Michigan Code of Educational Ethics

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Revised Policy - Vol. 37, No. 2

1615 - **USE OF TOBACCO BY ADMINISTRATORS**

The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser, including the effects of secondhand smoke and vapor/aerosol exposure~~, and is, therefore, of concern to the Board~~.

~~In order to protect students and employees who choose not to use tobacco products from an environment noxious to them and potentially damaging to their health, the Board prohibits the use of tobacco products on District premises, in District vehicles, and in all school buildings owned and/or operated by the District.~~

The Board prohibits the use **(**X **)** consumption, display, activation, promotion, sale, or possession ~~**[END OF OPTION]**~~ of a tobacco product by employees~~administrators~~ in District buildings, on District property (owned or leased), in District vehicles~~on District buses~~, and at any District-related event at all times ~~**( )** (twenty-four (24) hours a day, seven (7) days a week) **[END OF OPTION]** within any enclosed facility owned, or leased, or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to **( )** school grounds, **( )** athletic facilities, **( )** any school-related event, **( )** on or off Board premises **( )** with the exception that tobacco may be used in designated outdoor areas on school property on Saturdays, Sundays, and after 6 p.m. on days during which there are regularly scheduled school hours. **[END OF OPTIONS]**~~

[X **]** It is allowable for employees to possess or use a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation or dependence product and is being marketed and sold solely for such an approved purpose.

For purposes of this policy:

A. "electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device including, but not limited to, an e-cigarette (including, but not limited to, "JUUL", "NJOY," "BREEZE," "Puff Bar," etc.), e-cigar, e-pipe, vape pen, or e-hookah;~~"tobacco product" means a preparation of tobacco to be inhaled, chewed, or placed in a person's mouth;~~

   Electronic smoking device includes any component, part, or accessory of the device and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and

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Cosmetic Act.

B. “off-campus, school-sponsored event” means any event sponsored by the school or School District that is not on school property including, but not limited to, sporting events, day camps, field trips, dances, or theatrical productions;

C. “employees” means any person employed by Washtenaw Intermediate School District ~~[district/school name]~~ as full-time or part-time, or any position contracted for or otherwise employed, with direct or indirect monetary wages or compensation paid by Washtenaw Intermediate School District ~~[district/school name],~~ or anyone working on a volunteer basis;

This term includes, but is not limited to, faculty, service personnel, volunteers, chaperones, student teachers, adult classroom or student aides, and other adults working for Washtenaw Intermediate School District ~~[district/school name].~~

D. “tobacco product” means 1) any product containing, made of, or derived from tobacco or nicotine (including synthetic nicotine) that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; 2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or 3) any component, part, or accessory of 1) or 2) whether or not any of these contains tobacco or nicotine including, but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, and pipes;

Tobacco product does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

E. "use of a tobacco product" means any of the following:

1. inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation (use of a tobacco product includes using an electronic smoking device);

2. the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device;

3. the ~~inhaling or~~ chewing of a tobacco product;

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4. the placing of a tobacco product within a person's mouth~~;~~

5. ~~( ) the use or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other lighted smoking devices for burning tobacco or any other substance~~.

~~[ ] The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including, but not limited to, "JUUL's"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.~~

The Superintendent shall require the posting of signs as required.

~~**[ ] Advertising/Promotion**~~

~~In accordance with Policy 9700.01, tobacco product advertising is prohibited on school grounds, in all school or District sponsored publications, and at all school or District sponsored events.~~

~~[ ] Tobacco promotional items that promote the useThe promotion of tobacco products, including clothing, bags, lighters, gear, technology accessories, signs, structures, vehicles, fliers, other personal articles, or any other product or paraphernaliaand other personal articles is not permitted on school grounds, in school vehicles, or at school or District sponsored events.~~

~~[ ] No employee on behalf of the District may solicit or accept any contributions, gifts, or money from the tobacco industry – to include, but not be limited to, donations, monies for sponsorships/scholarships, advertising, promotions, loans or support for equipment, uniforms, and sports and/or training facilities.~~

~~**[ ] Education and Training**~~

~~Training will be provided on this policy and associated resources. Information will be provided on tobacco cessation resources, including the Michigan Tobacco Quitlink.~~

~~**Enforcement**~~

~~Employees who violate this policy shall be subject to disciplinary action in accordance with the applicable Collective Bargaining Agreement and/or in accordance with policies of the Board. [ ] Employees subject to such action may also be referred for smoking cessation treatment, support, and education services.~~ ~~**[END OF OPTION]**~~

~~**[ ] Exceptions**~~

~~It shall not be considered a violation of this policy:~~

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~~A. for any person to possess or provide to any other person (but not inhale or ingest) traditional tobacco products (excluding electronic smoking devices) as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice;~~

~~B. for traditional tobacco products to be burned (but not inhaled or ingested) as part of an educational experience related to indigenous tobacco practices, provided that the activity is conducted by an employee or an approved visitor and that it has been pre-approved by administrators; or~~

~~C. for tobacco products to be displayed (but not used, inhaled, or ingested) in an instructional activity related to tobacco product education for employees, administrators, and parents or guardians, but not students, provided that the activity is conducted by an employee or an approved visitor and that it has been pre-approved by administrators.~~

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Legal References

M.C.L. 333.12601 et seq.

M.C.L. 750.473

Classification

Topic

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Revised Policy

4210 - **STAFF ETHICS**

An effective educational program requires the services of ~~men and women~~ employees of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board of Education expects all support staff members to maintain high standards in their working relationships, ~~and~~ in the performance of their professional duties, ~~to:~~ and to fulfill the following responsibilities:

A. **Responsibility to the Profession**

1. demonstrate responsibility for oneself as an ethical professional;
2. acknowledge, address, and attempt to resolve ethical issues in an appropriate manner;
3. promote and advance the profession within and beyond the school community;

B. **Responsibility to Professional Competence**

1. demonstrate commitment to high standards of practice;
2. demonstrate responsible use of data, materials, research, and assessment;
3. act in the best interest of all students;

C. **Responsibility to Students**

1. respect the rights and dignity of students;
2. demonstrate an ethic of care for students;
3. maintain student trust and confidentiality in a developmentally appropriate manner and within appropriate limits;

D. **Responsibility to the School Community**

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1. promote effective and appropriate relationships with parents/guardians;
2. promote effective and appropriate relationships with colleagues;
3. promote effective and appropriate relationships with the community and other stakeholders;
4. promote effective and appropriate relationships with employers;
5. understand the problematic nature of dual or multiple relationships;

E. **Responsible and Ethical Use of Technology**

1. use technology in a responsible manner;
2. ensure student safety and well-being when using technology;
3. maintain confidentiality in the use of technology;
4. promote the appropriate use of technology in educational settings;

F. recognize basic dignities of all individuals with whom they interact in the performance of duties;

G. represent accurately their qualifications;

H. exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;

I. seek and apply the knowledge and skills appropriate to assigned responsibilities;

J. keep in confidence legally-confidential information as they may secure;

K. ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;

L. avoid accepting anything of value offered by another for the purpose of influencing judgment;

M. refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will not be implemented in a manner that limits constitutionally or legally protected rights as a citizen.

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In keeping with the ethical responsibilities of the employees, the Board ~~of Education requires that employeesnot engage in any romantic or sexual relationship~~ prohibits staff from engaging in a romantic or sexual relationship of any kind with students of this District, regardless of the student's age. ~~Employees~~ District staff should not provide alcohol, drugs, cigarettes, or any other contraband to a student.

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Michigan Code of Educational Ethics

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Revised Policy - Vol. 37, No. 2

3215 - **USE OF TOBACCO BY PROFESSIONAL STAFF**

The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser, including the effects of secondhand smoke and vapor/aerosol exposure~~, and is, therefore, of concern to the Board~~.

~~In order to protect students and employees who choose not to use tobacco products from an environment noxious to them and potentially damaging to their health, the Board prohibits the use of tobacco products on District premises, in District vehicles, and in all school buildings owned and/or operated by the District.~~

The Board prohibits the use **(**X **)** consumption, display, activation, promotion, sale, or possession ~~**[END OF OPTION]**~~ of a tobacco product by employees~~administrators~~ in District buildings, on District property (owned or leased), in District vehicles~~on District buses~~, and at any District-related event at all times ~~**( )** (twenty-four (24) hours a day, seven (7) days a week) **[END OF OPTION]** within any enclosed facility owned, or leased, or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to **( )** school grounds, **( )** athletic facilities, **( )** any school-related event, **( )** on or off Board premises **( )** with the exception that tobacco may be used in designated outdoor areas on school property on Saturdays, Sundays, and after 6 p.m. on days during which there are regularly scheduled school hours. **[END OF OPTIONS]**~~

[X **]** It is allowable for employees to possess or use a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation or dependence product and is being marketed and sold solely for such an approved purpose.

For purposes of this policy:

A. "electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device including, but not limited to, an e-cigarette (including, but not limited to, "JUUL", "NJOY," "BREEZE," "Puff Bar," etc.), e-cigar, e-pipe, vape pen, or e-hookah;~~"tobacco product" means a preparation of tobacco to be inhaled, chewed, or placed in a person's mouth;~~

   Electronic smoking device includes any component, part, or accessory of the device and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and

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Cosmetic Act.

B. “off-campus, school-sponsored event” means any event sponsored by the school or School District that is not on school property including, but not limited to, sporting events, day camps, field trips, dances, or theatrical productions;

C. “employees” means any person employed by Washtenaw Intermediate School District ~~[district/school name]~~ as full-time or part-time, or any position contracted for or otherwise employed, with direct or indirect monetary wages or compensation paid by Washtenaw Intermediate School District ~~[district/school name],~~ or anyone working on a volunteer basis;

This term includes, but is not limited to, faculty, service personnel, volunteers, chaperones, student teachers, adult classroom or student aides, and other adults working for Washtenaw Intermediate School District ~~[district/school name].~~

D. “tobacco product” means 1) any product containing, made of, or derived from tobacco or nicotine (including synthetic nicotine) that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; 2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or 3) any component, part, or accessory of 1) or 2) whether or not any of these contains tobacco or nicotine including, but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, and pipes;

Tobacco product does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

E. "use of a tobacco product" means any of the following:

1. inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation (use of a tobacco product includes using an electronic smoking device);

2. the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device;

3. the ~~inhaling or~~ chewing of a tobacco product;

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4. the placing of a tobacco product within a person's mouth~~;~~

5. ~~( ) the use or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other lighted smoking devices for burning tobacco or any other substance~~.

~~[ ] The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including, but not limited to, "JUUL's"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.~~

The Superintendent shall require the posting of signs as required.

~~**[ ] Advertising/Promotion**~~

~~In accordance with Policy 9700.01, tobacco product advertising is prohibited on school grounds, in all school or District sponsored publications, and at all school or District sponsored events.~~

~~[ ] Tobacco promotional items that promote the useThe promotion of tobacco products, including clothing, bags, lighters, gear, technology accessories, signs, structures, vehicles, fliers, other personal articles, or any other product or paraphernaliaand other personal articles is not permitted on school grounds, in school vehicles, or at school or District sponsored events.~~

~~[ ] No employee on behalf of the District may solicit or accept any contributions, gifts, or money from the tobacco industry – to include, but not be limited to, donations, monies for sponsorships/scholarships, advertising, promotions, loans or support for equipment, uniforms, and sports and/or training facilities.~~

~~**[ ] Education and Training**~~

~~Training will be provided on this policy and associated resources. Information will be provided on tobacco cessation resources, including the Michigan Tobacco Quitlink.~~

~~**Enforcement**~~

~~Employees who violate this policy shall be subject to disciplinary action in accordance with the applicable Collective Bargaining Agreement and/or in accordance with policies of the Board. [ ] Employees subject to such action may also be referred for smoking cessation treatment, support, and education services.~~ ~~**[END OF OPTION]**~~

~~**[ ] Exceptions**~~

~~It shall not be considered a violation of this policy:~~

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~~A. for any person to possess or provide to any other person (but not inhale or ingest) traditional tobacco products (excluding electronic smoking devices) as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice;~~

~~B. for traditional tobacco products to be burned (but not inhaled or ingested) as part of an educational experience related to indigenous tobacco practices, provided that the activity is conducted by an employee or an approved visitor and that it has been pre-approved by administrators; or~~

~~C. for tobacco products to be displayed (but not used, inhaled, or ingested) in an instructional activity related to tobacco product education for employees, administrators, and parents or guardians, but not students, provided that the activity is conducted by an employee or an approved visitor and that it has been pre-approved by administrators.~~

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Legal References

M.C.L. 333.12601 et seq.

M.C.L. 750.473

Classification

Topic

DRAFT

New Policy - Vol. 40, No. 2

4210 - **STAFF ETHICS**

An effective educational program requires the services of ~~men and women~~ employees of integrity, high ideals, and human understanding. To maintain and promote these essentials, the Board of Education expects all support staff members to maintain high standards in their working relationships, ~~and~~ in the performance of their professional duties, ~~to:~~ and to fulfill the following responsibilities:

A. **Responsibility to the Profession**

1. demonstrate responsibility for oneself as an ethical professional;
2. acknowledge, address, and attempt to resolve ethical issues in an appropriate manner;
3. promote and advance the profession within and beyond the school community;

B. **Responsibility to Professional Competence**

1. demonstrate commitment to high standards of practice;
2. demonstrate responsible use of data, materials, research, and assessment;
3. act in the best interest of all students;

C. **Responsibility to Students**

1. respect the rights and dignity of students;
2. demonstrate an ethic of care for students;
3. maintain student trust and confidentiality in a developmentally appropriate manner and within appropriate limits;

D. **Responsibility to the School Community**

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1. promote effective and appropriate relationships with parents/guardians;
2. promote effective and appropriate relationships with colleagues;
3. promote effective and appropriate relationships with the community and other stakeholders;
4. promote effective and appropriate relationships with employers;
5. understand the problematic nature of dual or multiple relationships;

E. **Responsible and Ethical Use of Technology**

1. use technology in a responsible manner;
2. ensure student safety and well-being when using technology;
3. maintain confidentiality in the use of technology;
4. promote the appropriate use of technology in educational settings;

F. **(X)** recognize basic dignities of all individuals with whom they interact in the performance of duties;

G. **(X)** represent accurately their qualifications;

H. **(X)** exercise due care to protect the mental and physical safety of students, colleagues, and subordinates;

I. **(X)** seek and apply the knowledge and skills appropriate to assigned responsibilities;

J. **(X)** keep in confidence legally-confidential information as they may secure;

K. **(X)** ensure that their actions or those of another on their behalf are not made with specific intent of advancing private economic interests;

L. **(X)** avoid accepting anything of value offered by another for the purpose of influencing judgment;

M. **(X)** refrain from using position or public property, or permitting another person to use an employee's position or public property for partisan political or religious purposes. This will not be implemented in a manner that limits constitutionally or legally protected rights as a citizen.

~~[END OF OPTIONS]~~

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In keeping with the ethical responsibilities of the support staff, the Board prohibits staff from engaging in a romantic or sexual relationship of any kind with students of this District, regardless of the student's age. District staff should not provide alcohol, drugs, cigarettes, or any other contraband to a student.

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Legal
M.C.L. 750.520b, 750.520c, 750.520d, 750.520e
Michigan Code of Educational Ethics

DRAFT

Revised Policy - Vol. 37, No. 2

4215 - **USE OF TOBACCO BY SUPPORT STAFF**

The Board of Education recognizes that the use of tobacco presents a health hazard which can have serious consequences both for the user and the nonuser, including the effects of secondhand smoke and vapor/aerosol exposure~~, and is, therefore, of concern to the Board~~.

~~In order to protect students and employees who choose not to use tobacco products from an environment noxious to them and potentially damaging to their health, the Board prohibits the use of tobacco products on District premises, in District vehicles, and in all school buildings owned and/or operated by the District.~~

The Board prohibits the use **(**X **)** consumption, display, activation, promotion, sale, or possession ~~**[END OF OPTION]**~~ of a tobacco product by employees~~administrators~~ in District buildings, on District property (owned or leased), in District vehicles~~on District buses~~, and at any District-related event at all times ~~**( )** (twenty-four (24) hours a day, seven (7) days a week) **[END OF OPTION]** within any enclosed facility owned, or leased, or contracted for by the Board, and in the areas directly or indirectly under the control of the Board immediately adjacent to locations of ingress or egress to such facilities. This prohibition extends to any Board-owned and/or operated vehicles used to transport students and to all other Board-owned and/or operated vehicles. Such prohibition also applies to **( )** school grounds, **( )** athletic facilities, **( )** any school-related event, **( )** on or off Board premises **( )** with the exception that tobacco may be used in designated outdoor areas on school property on Saturdays, Sundays, and after 6 p.m. on days during which there are regularly scheduled school hours. **[END OF OPTIONS]**~~

[X **]** It is allowable for employees to possess or use a product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation or dependence product and is being marketed and sold solely for such an approved purpose.

For purposes of this policy:

A. "electronic smoking device" means any device that may be used to deliver any aerosolized or vaporized substance to the person inhaling from the device including, but not limited to, an e-cigarette (including, but not limited to, "JUUL", "NJOY," "BREEZE," "Puff Bar," etc.), e-cigar, e-pipe, vape pen, or e-hookah;~~"tobacco product" means a preparation of tobacco to be inhaled, chewed, or placed in a person's mouth;~~

   Electronic smoking device includes any component, part, or accessory of the device and also includes any substance that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine. Electronic smoking device does not include drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and

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Cosmetic Act.

B. “off-campus, school-sponsored event” means any event sponsored by the school or School District that is not on school property including, but not limited to, sporting events, day camps, field trips, dances, or theatrical productions;

C. “employees” means any person employed by Washtenaw Intermediate School District ~~[district/school name]~~ as full-time or part-time, or any position contracted for or otherwise employed, with direct or indirect monetary wages or compensation paid by Washtenaw Intermediate School District ~~[district/school name],~~ or anyone working on a volunteer basis;

This term includes, but is not limited to, faculty, service personnel, volunteers, chaperones, student teachers, adult classroom or student aides, and other adults working for Washtenaw Intermediate School District ~~[district/school name].~~

D. “tobacco product” means 1) any product containing, made of, or derived from tobacco or nicotine (including synthetic nicotine) that is intended for human consumption or is likely to be consumed, whether inhaled, absorbed, or ingested by any other means including, but not limited to, a cigarette, a cigar, pipe tobacco, chewing tobacco, snuff, or snus; 2) any electronic smoking device and any substances that may be aerosolized or vaporized by such device, whether or not the substance contains nicotine; or 3) any component, part, or accessory of 1) or 2) whether or not any of these contains tobacco or nicotine including, but not limited to, filters, rolling papers, blunt or hemp wraps, hookahs, and pipes;

Tobacco product does not mean drugs, devices, or combination products authorized for sale by the U.S. Food and Drug Administration, as those terms are defined in the Federal Food, Drug, and Cosmetic Act.

E. "use of a tobacco product" means any of the following:

1. inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation (use of a tobacco product includes using an electronic smoking device);

2. the carrying by a person of a lighted cigar, cigarette, pipe, or other lighted smoking device;

3. the ~~inhaling or~~ chewing of a tobacco product;

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4. the placing of a tobacco product within a person's mouth~~;~~

5. ~~( ) the use or smoking of electronic, "vapor," or other substitute forms of cigarettes, clove cigarettes, or other lighted smoking devices for burning tobacco or any other substance~~.

~~[ ] The term "tobacco" includes any product that contains tobacco, is derived from tobacco, contains nicotine, or e-cigarettes and other electronic smoking devices (including, but not limited to, "JUUL's"), but does not include any cessation product approved by the United States Food and Drug Administration for use as a medical treatment to reduce or eliminate nicotine or tobacco dependence.~~

The Superintendent shall require the posting of signs as required.

~~**[ ] Advertising/Promotion**~~

~~In accordance with Policy 9700.01, tobacco product advertising is prohibited on school grounds, in all school or District sponsored publications, and at all school or District sponsored events.~~

~~[ ] Tobacco promotional items that promote the useThe promotion of tobacco products, including clothing, bags, lighters, gear, technology accessories, signs, structures, vehicles, fliers, other personal articles, or any other product or paraphernaliaand other personal articles is not permitted on school grounds, in school vehicles, or at school or District sponsored events.~~

~~[ ] No employee on behalf of the District may solicit or accept any contributions, gifts, or money from the tobacco industry – to include, but not be limited to, donations, monies for sponsorships/scholarships, advertising, promotions, loans or support for equipment, uniforms, and sports and/or training facilities.~~

~~**[ ] Education and Training**~~

~~Training will be provided on this policy and associated resources. Information will be provided on tobacco cessation resources, including the Michigan Tobacco Quitlink.~~

~~**Enforcement**~~

~~Employees who violate this policy shall be subject to disciplinary action in accordance with the applicable Collective Bargaining Agreement and/or in accordance with policies of the Board. [ ] Employees subject to such action may also be referred for smoking cessation treatment, support, and education services.~~ ~~**[END OF OPTION]**~~

~~**[ ] Exceptions**~~

~~It shall not be considered a violation of this policy:~~

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~~A. for any person to possess or provide to any other person (but not inhale or ingest) traditional tobacco products (excluding electronic smoking devices) as part of an indigenous practice or a lawfully recognized religious, spiritual, or cultural ceremony or practice;~~

~~B. for traditional tobacco products to be burned (but not inhaled or ingested) as part of an educational experience related to indigenous tobacco practices, provided that the activity is conducted by an employee or an approved visitor and that it has been pre-approved by administrators; or~~

~~C. for tobacco products to be displayed (but not used, inhaled, or ingested) in an instructional activity related to tobacco product education for employees, administrators, and parents or guardians, but not students, provided that the activity is conducted by an employee or an approved visitor and that it has been pre-approved by administrators.~~

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Legal References

M.C.L. 333.12601 et seq.

M.C.L. 750.473

Classification

Topic

DRAFT

Book: Policies for ISD Update
Section: Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
Title: Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE
Number: po1422.02

Rescind Policy - Vol. 40, No. 1

~~1422.02 - **NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE**~~

~~The Board of Education prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.~~

~~In accordance with the Genetic Information Nondiscrimination Act ("GINA"), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.~~

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information.~~

~~"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.~~

~~If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider, it shall be treated as a confidential medical record in accordance with law.~~

~~The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the District's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information.~~

~~The warning shall read as follows:~~

~~The Genetic Information Nondiscrimination Act of 2008 ("GINA") prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.~~

~~**[ ]** The District offers health services **( )** including a wellness program **[END OF OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to his/her health services providers, but only genetic information in aggregate form will be provided to the Board. **[END OF OPTIONAL SENTENCE]**~~

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Legal References
29 C.F.R. Part 1635
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Book: Policies for ISD Update
Section: Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
Title: Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind ANTI-HARASSMENT
Number: po1662

Rescind Policy - Vol. 40, No. 1

~~1662 - **ANTI-HARASSMENT**~~

~~**General Policy Statement**~~

~~It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.~~

~~The Board will vigorously enforce its prohibition against discriminatory harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age, religion, ancestry, or genetic information (collectively, Protected Classes) that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment) and encourages those within the School District community, as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.~~

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and where appropriate, the person(s) who committed the unlawful harassment.~~

~~**Other Violations of the Anti-Harassment Policy**~~

~~The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:~~

A. ~~Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.~~

B. ~~Filing a malicious or knowingly false report or complaint of unlawful harassment.~~

C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A. teasing;

B. threats;

C. ~~intimidation;~~

D. ~~stalking;~~

E. ~~cyberstalking;~~

F. ~~cyberbullying;~~

G. ~~physical violence;~~

H. ~~theft;~~

I. ~~sexual, religious, or racial harassment;~~

J. ~~public humiliation; or~~

K. ~~destruction of property.~~

~~**Harassment** means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against a student or school employee that:~~

A. ~~places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;~~

B. ~~has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or~~

C. ~~has the effect of substantially disrupting the orderly operation of a school.~~

~~**Sexual Harassment**~~

~~For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as:~~

~~Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:~~

A. ~~Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.~~

B. ~~Submission or rejection of such conduct by an individual is used as the basis for employment or~~

~~educational decisions affecting such individual.~~

C. ~~Such conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity.~~

~~Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.~~

~~Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.~~

~~Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:~~

A. ~~Unwelcome sexual propositions, invitations, solicitations, and flirtations.~~

B. ~~Unwanted physical and/or sexual contact.~~

C. ~~Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.~~

D. ~~Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.~~

E. ~~Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment that may reasonably embarrass or offend individuals.~~

F. ~~Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.~~

G. ~~Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.~~

H. ~~Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

I. ~~Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.~~

J. ~~Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.~~

K. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

L. In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

M. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

N. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of sexual battery. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

[DRAFTING NOTE: Neola suggests the Board appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s) /ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]

_____

(Name)

_____

(School District Title)

_____

(Telephone Number)

-

_____

(Office Address)

-

_____

(E-mail Address)

-

-

_____

(Name)

-

_____

(School District Title)

-

_____

(Telephone Number)

-

_____

(Office Address)

-

_____

(E-mail Address)

-

The name(s), title(s), and contact information of this/these individual(s) will be published annually on the District's website ( ) and:

-

A. ( ) in the parent and staff handbooks.

–

B. ( ) in the School District Annual Report to the public.

–

C. ( ) on each individual school's website.

–

D. ( ) in the School District's calendar.

–

E.

( ) _____.

-

The Compliance Officer(s) ( ) is ( ) are **[END OF OPTION]** responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

-

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to

unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, one (1) of the Compliance Officers(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment) or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to one (1) of the Compliance Officer(s) within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to one (1) of the Compliance Officer(s) within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, a Compliance Officer or designee must contact the Complainant if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community, along with Third Parties, are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with one (1) of the Compliance Officer(s) within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy

~~5517.01 - Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal shall report the act of bullying, aggressive behavior, and/or harassment to a Compliance Officer who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1662 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.~~

~~Investigation and Complaint Procedure (See Form 1662 F1)~~

~~Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment or retaliation may seek resolution of the complaint through either the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.~~

~~Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).~~

~~The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and/or Equal Employment Opportunity Commission (EEOC).~~

~~Informal Complaint Procedure~~

~~The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.~~

~~The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution~~

~~through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.~~

~~All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.~~

~~As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the allegedly harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer(s) are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.~~

~~A Complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officer(s); and/or 3) to the Superintendent or other District-level employee.~~

~~All informal complaints must be reported to one (1) of the Compliance Officer(s) who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.~~

~~The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:~~

A. ~~Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.~~

B. ~~Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.~~

C. ~~If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.~~

~~While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint and, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.~~

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to a Compliance Officer/designee within two (2) business days.

Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement, including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.

Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment Policy. The Respondent must also be

~~informed of the opportunity to submit a written response to the formal complaint within five (5) days.~~

~~Although certain cases may require additional time, the Compliance Officer/designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:~~

A. ~~interviews with the Complainant;~~

B. ~~interviews with the Respondent;~~

C. ~~interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;~~

D. ~~consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.~~

~~At the conclusion of the investigation, the Compliance Officer/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.~~

~~Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a written decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the Complainant and the Respondent.~~

~~If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.~~

~~**[ ]** The decision of the Superintendent shall be final.~~

~~**OR**~~

~~**[ ]** A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the Superintendent's decision.~~

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.

[END OF OPTIONS]

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

[ ] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and Third Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action, up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct

~~nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).~~

~~Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.~~

~~Retaliation~~

~~Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.~~

~~Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.~~

~~Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.~~

~~The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.~~

~~Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct~~

~~State law requires any school teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.~~

~~Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.~~

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation which may include, but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

[DRAFTING NOTE: The following options should be selected if the District concludes that the following items are not adequately encompassed in the preceding paragraphs.]

N. ( ) documentation of any training provided to District personnel related to this policy including, but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy;
[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]

O. ( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;

P. ( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;

Q. ( ) copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;

R. ( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and

~~records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.~~

~~The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.~~

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Legal References
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
29 C.F.R. Part 1635
29 U.S.C. 621 et seq, Age Discrimination in Employment Act of 1967
29 U.S.C. 794, Rehabilitation Act of 1973, as amended
42 U.S.C. 1983
42 U.S.C. 2000e et seq.
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 6101, The Age Discrimination Act of 1975
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.
The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq.
The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.
Policies on Bullying, Michigan State Board of Education, 7-19-01
Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006
National School Boards Association Inquiry and Analysis May 2008

Book: Policies for ISD Update
Section: Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
Title: Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE
Number: po3122.02

Rescind Policy - Vol. 40, No. 1

~~3122.02 - **NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE**~~

~~The Board of Education prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.~~

~~In accordance with the Genetic Information Nondiscrimination Act (GINA), the Board shall not request, require or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.~~

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information.~~

~~"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.~~

~~If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider it shall be treated as a confidential medical record in accordance with law.~~

~~The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the District's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:~~

~~The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.~~

~~**[ ]** The District offers health services, **( )** including a wellness program. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to his/her health services providers, but only genetic information in aggregate form will be provided to the Board.~~

~~**[NOTE: It should be noted that any sections of the District's collective bargaining agreements dealing with terms and conditions of employment should contain a statement of nondiscrimination similar to that in the Board's statement above.]**~~

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Legal References
29 C.F.R. Part 1635
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

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Section: Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
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Number: po3362

Rescind Policy - Vol. 40, No. 1

~~3362 - **ANTI-HARASSMENT**~~

~~**General Policy Statement**~~

~~It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.~~

~~The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age (except as authorized by law), religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, Protected Classes) that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment) and encourages those within the School District community, as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.~~

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and where appropriate, the person(s) who committed the unlawful harassment.~~

~~**Other Violations of the Anti-Harassment Policy**~~

~~The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:~~

A.

~~Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.~~

B.

Filing a malicious or knowingly false report or complaint of unlawful harassment.

C.

Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior including any threatening, insulting, or dehumanizing gesture by an adult or student that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A.
~~teasing;~~

B.
~~threats;~~

C.
~~intimidation;~~

D.
~~stalking;~~

E.
~~cyberstalking;~~

F.
~~cyberbullying;~~

G.
~~physical violence;~~

H.
~~theft;~~

I.
~~sexual, religious, or racial harassment;~~

J.
~~public humiliation; or~~

K.
~~destruction of property.~~

~~**Harassment** means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal or physical conduct directed against a student or school employee that:~~

A.
~~places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;~~

B.
~~has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or~~

an employee's work performance; or

C.

has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

A.

Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B.

Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C.

Such conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A.

Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B.

Unwanted physical and/or sexual contact.

C.

Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or

~~other conditions of employment or education may be adversely affected by not submitting to sexual advances.~~

D.

~~Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.~~

E.

~~Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment that may reasonably embarrass or offend individuals.~~

F.

~~Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.~~

G.

~~Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.~~

H.

~~Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

I.

~~Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.~~

J.

~~Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.~~

K.

~~A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.~~

L.

~~In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.~~

M.

~~Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.~~

N.

~~Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does~~

not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of sexual battery. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

[DRAFTING NOTE: Neola suggests the Board **appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s)/ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]**

_____

(Name)

_____

(School District Title)

_____

(Telephone Number)

_____

(Office Address)

_____

(E-mail Address)

_____

(Name)

_____

(School District Title)

_____

(Telephone Number)

_____

(Office Address)

_____

(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's website ( ) and:

A. ( ) in the parent and staff handbooks.

B. ( ) in the School District Annual Report to the public.

C. ( ) on each individual school's website.

D. ( ) in the School District's calendar.

E. ( ) _____.

The Compliance Officer(s) ( ) is ( ) are **[END OF OPTION]** responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment) or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare

recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to a Compliance Officer within two (2) days of learning of the incident.

Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to a Compliance Officer within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, a Compliance Officer or designee must contact the Complainant if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.

Reports and Complaints of Harassing Conduct

Members of the School District community along with Third Parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with a Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior, and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 3362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

Investigation and Complaint Procedure (See Form 3362 F1)

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and/or Equal Employment Opportunity Commission (EEOC).

Informal Complaint Procedure

The goal of the informal complaint procedure is promptly to stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the allegedly harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with

regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one (1) of the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

A.

Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

B.

Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

C.

If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should

~~make every effort to file a formal complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to a Compliance Officer/designee within two (2) business days.~~

~~Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.~~

~~All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.~~

~~If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.~~

~~Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.~~

~~Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.~~

~~Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.~~

~~Although certain cases may require additional time, the Compliance Officer/designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:~~

A.

~~interviews with the Complainant;~~

B.

~~interviews with the Respondent;~~

C.

~~interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;~~

D.

~~consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.~~

~~At the conclusion of the investigation, the Compliance Officer/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.~~

~~Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's written decision will be delivered to both the Complainant and the Respondent.~~

~~If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.~~

~~**[ ]** The decision of the Superintendent shall be final.~~

~~**OR**~~

~~**[ ]** A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the Superintendent's decision.~~

~~In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.~~

~~**[END OF OPTIONS]**~~

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

[ ] The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.

During the course of a formal investigation, the Compliance Officer/designee will instruct all members of the School District community and Third Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability, or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and harassment in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation which may include, but not be limited to:

A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;

C. any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

D. written witness statements;

E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;

F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;

H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;

I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;

J. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;

K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

–

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

–

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]

–

N. ( ) documentation of any training provided to District personnel related to this policy including, but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**

–

O. ( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;

–

P. ( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;

–

Q. ( ) copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;

–

R. ( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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Legal References
29 C.F.R. Part 1635
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
29 U.S.C. 794, Rehabilitation Act of 1973, as amended
42 U.S.C. 1983
42 U.S.C. 2000e et seq.
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 6101, The Age Discrimination Act of 1975
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.
The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq.
The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.
Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Policies on Bullying, Michigan State Board of Education, 7-19-01
Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006
National School Boards Association Inquiry and Analysis May 2008

Book: Policies for ISD Update
Section: Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
Title: Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE
Number: po4122.02

Rescind Policy - Vol. 40, No. 1

~~4122.02 - **NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE**~~

~~The Board of Education prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, fringe benefits, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.~~

~~In accordance with the Genetic Information Nondiscrimination Act (GINA), the Board shall not request, require, or purchase genetic information of employees, their family members, or applicants for employment. Further, in compliance with this Act, employees are directed not to provide any genetic information, including the individual's family medical history, in response to necessary requests for medical information, with the exception that family medical history may be acquired as part of the certification process for FMLA leave, when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the District's application process.~~

~~**[ ]** The District recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows, or the Internet. The District prohibits, however, its employees from searching such sources with the intent of finding or obtaining genetic information or accessing sources from which they are likely to acquire genetic information.~~

~~"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.~~

~~If the District either legally and/or inadvertently receives genetic information about an employee or applicant for employment from the employee, applicant for employment, or a medical provider it shall be treated as a confidential medical record in accordance with law.~~

~~The Superintendent shall appoint a compliance officer who shall be responsible for overseeing the District's compliance with Federal regulations and promptly dealing with any inquiries or complaints. S/He shall also verify that proper notice of nondiscrimination for Title II of the Genetic Information Nondiscrimination Act of 2008 is provided to staff members, and that all District requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:~~

~~The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the Board of Education, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by law. To comply with this law, do not provide any genetic information when responding to this request for medical information (unless the request pertains to a request for FMLA leave for purposes of caring for an immediate family member with a serious health condition). "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.~~

~~**[ ]** The District offers health services **( )**, including a wellness program **[END OF OPTION]**. Participation in the services/program is voluntary. Genetic information (such as family medical history) may be obtained as part of an individual's participation in the service/program. If that occurs, individual genetic information may be provided to the individual receiving the services and to his/her health services providers, but only genetic information in aggregate form will be provided to the Board. **[END OF OPTIONAL PARAGRAPH]**~~

~~**[NOTE: It should be noted that any sections of the District's collective bargaining agreements dealing with terms and conditions of employment should contain a statement of nondiscrimination similar to that in the Board's statement above.]**~~

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Legal References
29 C.F.R. Part 1635
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

Book: Policies for ISD Update
Section: Vol. 40, No. 1 - Nondiscrimination - September 2025 ISD
Title: Vol. 40, No. 1 - Nondiscrimination - September 2025 Rescind ANTI-HARASSMENT
Number: po4362

Rescind Policy - Vol. 40, No. 1

~~4362 - **ANTI-HARASSMENT**~~

~~**General Policy Statement**~~

~~It is the policy of the Board of Education to maintain an education and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.~~

~~The Board will vigorously enforce its prohibition against harassment based on race, color, national origin, sex (including sexual orientation and gender identity), disability, age (except as authorized by law), religion, height, weight, marital or family status, military status, ancestry, or genetic information (collectively, Protected Classes) that are protected by Federal civil rights laws (hereinafter referred to as unlawful harassment) and encourages those within the School District community, as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its recurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.~~

~~**[ ]** The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.~~

~~**Other Violations of the Anti-Harassment Policy**~~

~~The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:~~

A.

~~Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.~~

B.

Filing a malicious or knowingly false report or complaint of unlawful harassment.

C.

Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges or is alleged to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the Reporting Party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators and professional and support staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with or seeking to do business with the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Bullying

Bullying rises to the level of unlawful harassment when one (1) or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon one (1) or more Protected Classes, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student that is severe or pervasive enough to create an intimidating, hostile, or offensive educational or work environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school or work performance or participation; and may involve:

A.

~~teasing;~~

B.

~~threats;~~

C.

~~intimidation;~~

D.

~~stalking;~~

E.

~~cyberstalking;~~

F.

~~cyberbullying;~~

G.

~~physical violence;~~

H.

~~theft;~~

I.

~~sexual, religious, or racial harassment;~~

J.

~~public humiliation; or~~

K.

~~destruction of property.~~

~~**Harassment** means any threatening, insulting, or dehumanizing gesture, use of technology, or written, verbal, or physical conduct directed against a student or school employee that:~~

A.

~~places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;~~

B.

~~has the effect of substantially interfering with a student's educational performance, opportunities, or benefits, or an employee's work performance; or~~

C.

has the effect of substantially disrupting the orderly operation of a school.

Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, sexual harassment is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

A.

Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

B.

Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

C.

Such conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

A.

Unwelcome sexual propositions, invitations, solicitations, and flirtations.

B.

Unwanted physical and/or sexual contact.

C.

Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or

~~assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.~~

D.

~~Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.~~

E.

~~Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment that may reasonably embarrass or offend individuals.~~

F.

~~Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.~~

G.

~~Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.~~

H.

~~Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.~~

I.

~~Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.~~

J.

~~Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.~~

K.

~~A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.~~

L.

~~In the context of employees, consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.~~

M.

~~Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.~~

N.

Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping that does not involve conduct of a sexual nature.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

[DRAFTING NOTE: Sexual conduct/relationships with students by District employees or any other adult member of the School District community is prohibited, and any teacher, administrator, coach, or other school authority who engages in sexual conduct with a student may also be guilty of the criminal charge of sexual battery. The issue of consent is irrelevant in regard to such criminal charge and/or with respect to the application of this policy to District employees or other adult members of the School District community.]

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working, and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin/Ancestry Harassment

Prohibited national origin/ancestry harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin or ancestry and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin or ancestry, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; creating an intimidating, hostile, or offensive working and/or learning environment; or interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Anti-Harassment Compliance Officers

The following individual(s) shall serve as the District's Anti-Harassment Compliance Officer(s) (hereinafter, "the Compliance Officer(s)"):

[DRAFTING NOTE: Neola suggests the Board **appoint both a male and a female Compliance Officer in order to provide Complainants with the option to report their concerns to an individual of the gender with which they feel most comfortable. The same individual(s) assigned to serve as Compliance Officer(s) may also be assigned to serve as the District's Section 504 Compliance Officer(s)/ADA Coordinator(s) and/or Title IX Coordinator(s). Additionally, by appointing two (2) Compliance Officers, there should also be a Compliance Officer available to investigate a claim of harassment that pertains to the other Compliance Officer.]**

_____

(Name)

_____

(School District Title)

_____

(Telephone Number)

_____

(Office Address)

_____

(E-mail Address)

_____

(Name)

_____

(School District Title)

_____

(Telephone Number)

_____

(Office Address)

_____

(E-mail Address)

The names, titles, and contact information of these individuals will be published annually on the School District's website ( ) and:

A. ( ) in the parent and staff handbooks.

B. ( ) in the School District Annual Report to the public.

C. ( ) on each individual school's website.

D. ( ) in the School District's calendar.

E. ( ) _____.

The Compliance Officer(s) ( ) is ( ) are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding harassment.

The Compliance Officer(s) will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the District community, and third parties who seek support or advice when informing another individual about unwelcome conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

The Compliance Officers shall accept reports of unlawful harassment directly from any member of the School District community or a Third Party or receive reports that are initially filed with an administrator, supervisor, or other District-level official. Upon receipt of a report of alleged harassment, the Compliance Officer(s) will contact the Complainant and begin either an informal or formal complaint process (depending on the request of the Complainant or the nature of the alleged harassment) or the Compliance Officer(s) will designate a specific individual to conduct such a process. The Compliance Officer(s) will provide a copy of this policy to the

~~Complainant and Respondent. In the case of a formal complaint, the Compliance Officer(s) will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All Board employees must report incidents of harassment that are reported to them to a Compliance Officer within two (2) days of learning of the incident.~~

~~Any Board employee who directly observes unlawful harassment is obligated, in accordance with this policy, to report such observations to a Compliance Officer within two (2) days. Additionally, any Board employee who observes an act of unlawful harassment is expected to intervene to stop the harassment unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the harassment. Thereafter, the Compliance Officer(s) or designee must contact the Complainant if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) days to advise of the Board's intent to investigate the alleged wrongdoing.~~

~~Reports and Complaints of Harassing Conduct~~

~~Members of the School District community, along with Third Parties, are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with a Compliance Officer within two (2) days of receiving the report of harassment.~~

~~Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.~~

~~If, during an investigation of alleged bullying, aggressive behavior, and/or harassment in accordance with Policy 5517.01 – Bullying and Other Forms of Aggressive Behavior, the Principal believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on a Protected Class, the Principal will report the act of bullying, aggressive behavior, and/or harassment to the Compliance Officer(s) who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination of responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 4362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance~~

~~process.~~

~~**Investigation and Complaint Procedure (See Form 4362 F1)**~~

~~Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee or other member of the School District community or Third Party (e.g., visitor to the District) who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.~~

~~Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).~~

~~The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education Office for Civil Rights and/or Equal Employment Opportunity Commission (EEOC).~~

~~**Informal Complaint Procedure**~~

~~The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.~~

~~The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.~~

~~All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.~~

~~As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the allegedly harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the~~

Respondent about the alleged inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A complainant may make an informal complaint, either orally or in writing: 1) to a teacher, other employee, or building administrator; 2) directly to one (1) of the Compliance Officers; and/or 3) to the Superintendent or other District-level employee.

All informal complaints must be reported to one (1) of the Compliance Officers, who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The Board's informal complaint procedure is designed to provide employees, other members of the School District community, or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one (1) or more of the following:

A.
Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

B.
Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

C.
If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer/designee is directed to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, Compliance Officer, the Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful

~~harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, Principal, Superintendent, or other District official, either orally or in writing, about any complaint of harassment or retaliation, that employee must report such information to a Compliance Officer/designee within two (2) business days.~~

~~Throughout the course of the process, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.~~

~~All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the Complainant.~~

~~If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter, the Compliance Officer will prepare a written summary of the oral interview and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.~~

~~Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees with the proposed action. If the Complainant is unwilling to consent to the proposed change, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent.~~

~~Within two (2) business days of receiving the complaint, the Compliance Officer/designee will initiate a formal investigation to determine whether the Complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.~~

~~Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including the Board's Anti-Harassment policy. The Respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.~~

~~Although certain cases may require additional time, the Compliance Officer/designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:~~

A.

~~interviews with the Complainant;~~

B.

~~interviews with the Respondent;~~

C.

~~interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;~~

D.

~~consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.~~

~~At the conclusion of the investigation, the Compliance Officer/designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer's recommendations must be based upon the totality of the circumstances. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board's legal counsel before finalizing the report to the Superintendent.~~

~~Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer/designee, the Superintendent must either issue a final decision regarding whether the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's written decision will be delivered to both the Complainant and the Respondent.~~

~~If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Superintendent must issue a written decision as described above.~~

~~**[ ]** The decision of the Superintendent shall be final.~~

~~**[OR]**~~

~~**[ ]** A Complainant or Respondent who is dissatisfied with the final decision of the Superintendent may appeal through a signed written statement to the Board within five (5) business days of the party's receipt of the Superintendent's decision.~~

~~In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representative within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.~~

~~**[END OF OPTIONS]**~~

~~The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment/retaliation regardless of whether the member of the School District community or Third Party alleging the unlawful harassment/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.~~

~~**[ ]** The parties may be represented, at their own cost, at any of the above-described meetings/hearings.~~

~~The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.~~

~~**Privacy/Confidentiality**~~

~~The District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, take appropriate action, and conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative guidelines shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided with the Complainant's identity.~~

~~During the course of a formal investigation, the Compliance Officer/designee will instruct all members of the School District community and Third Parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.~~

~~**Sanctions and Monitoring**~~

~~The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).~~

~~Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effects.~~

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce, or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report or formal complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or the policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any school teacher or school employee who knows or suspects that a child under the age of eighteen (18) or that a person with a disability receiving services as a student from the school regardless of age has suffered or faces a threat of suffering a physical or mental wound, disability or condition of a nature that reasonably indicates abuse or neglect of a child to immediately report that knowledge or suspicion to the county children's services agency. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the Complainant, a report of such knowledge must be made in accordance with State law and Board Policy.

Any reports made to a county children's services agency or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding the Board's

~~policy and harassment in general, will be age and content appropriate.~~

~~**Retention of Investigatory Records and Materials**~~

~~The Compliance Officer(s) is responsible for overseeing the retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation which may include, but not be limited to:~~

A. ~~all written reports/allegations/complaints/grievances/ statements/responses pertaining to an alleged violation of this policy;~~

B. ~~any narratives that memorialize oral reports/allegations/ complaints/grievances/statements/responses pertaining to an alleged violation of this policy;~~

C. ~~any documentation that memorializes the actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;~~

D. ~~written witness statements;~~

E. ~~narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;~~

F. ~~e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);~~

G. ~~notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;~~

H. ~~written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;~~

I. ~~dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;~~

J. ~~documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;~~

K. ~~documentation of all actions taken, both individual and systemic, to stop the discrimination or~~

harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

L. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;

[DRAFTING NOTE: The following options should be selected if the district concludes that the following items are not adequately encompassed in the preceding paragraphs.]

N. ( ) documentation of any training provided to District personnel related to this policy including, but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy; **[REMINDER: Documentation of training should be maintained regardless of whether there is an investigation of an alleged violation of this policy. It is best practice to maintain a log of all staff members who participate in a training, along with the date, time and location of the training, and a copy of the materials reviewed and/or presented during the training.]**

O. ( ) documentation that any rights or opportunities that the District made available to one party during the investigation were made available to the other party on equal terms;

P. ( ) copies of any notices sent to the alleged perpetrator/responding party of the allegations constituting a potential violation of this policy;

Q. ( ) copies of any notices sent to the Complainant and the Respondent in advance of any interview, meeting, or hearing;

R. ( ) copies of any documentation or evidence used during informal and formal disciplinary meetings and hearings, including the investigation report, and any written responses submitted by the Complainant or the Respondent.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., FERPA, ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

~~© Neola 2021~~

Legal References
20 U.S.C. 1400 et seq., The Individuals with Disabilities Education Improvement Act of 2004 (IDEIA)
29 C.F.R. Part 1635
29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967
29 U.S.C. 794, Rehabilitation Act of 1973, as amended
42 U.S.C. 1983
42 U.S.C. 2000e et seq.
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 6101, The Age Discrimination Act of 1975
42 U.S.C. 12101 et seq., Americans with Disabilities Act of 1990, as amended
Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.
The Handicappers Civil Rights Act, M.C.L. 37.1101 et seq.
The Elliott-Larsen Civil Rights Act, M.C.L. 37.2101, et seq.
Policies on Bullying, Michigan State Board of Education, 7-19-01
Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006
National School Boards Association Inquiry and Analysis May 2008

Coversheet

FY2027 Interagency Cash Transfer Agreement (ICTA) with Michigan Rehabilitation Services – SECOND READ

Section: IX. Unfinished Business
Item: B. FY2027 Interagency Cash Transfer Agreement (ICTA) with Michigan Rehabilitation Services – SECOND READ
Purpose:
Submitted by:
Related Material: 26_27 WISD ICTA Agreement Memo.pdf
312 FY27 WISD ICTA.pdf

Washtenaw I S D
A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: October 22, 2026

TO: Washtenaw ISD Board of Education

FROM: Dr. Stacey Theophelis, Executive Director of Special Education

RE: Approval of FY2027 Interagency Cash Transfer Agreement (ICTA) with Michigan Rehabilitation Services

Washtenaw Intermediate School District (WISD) has partnered with Michigan Rehabilitation Services (MRS) since 1997 to support students with disabilities in their transition from school to employment. The proposed FY2027 Interagency Cash Transfer Agreement (ICTA) continues this longstanding partnership and expands access to vocational rehabilitation services for eligible students across Washtenaw County's nine local school districts, WISD centralized programs, and the Young Adult Program.

Through this partnership, students may receive individualized vocational assessments, career counseling, work-based learning experiences, job placement assistance, and employment support. The agreement includes a goal of providing 35 students with community-based work experiences.

The total agreement is **$370,370.00**, which includes a **$100,000.00 contribution from WISD** and **$270,370.00 in federal matching funds through MRS**. The agreement covers October 1, 2026, through September 30, 2027.

Equity Considerations

This partnership supports WISD's commitment to educational equity by increasing access to individualized employment preparation and transition services for students with disabilities. Through collaboration with local districts and community employers, the agreement helps address barriers to employment and promotes opportunities for students to achieve meaningful postsecondary outcomes.

Recommendation for Board Action

Administration recommends that the Washtenaw ISD Board of Education approve the FY2027 Interagency Cash Transfer Agreement with Michigan Rehabilitation Services in the total amount of $370,370.00, including WISD's contribution of $100,000.00, and authorize the Superintendent to execute the agreement.

Please contact Dr. Stacey Theophelis, Executive Director of Special Education, with any questions or concerns.

ICTA Agreement #: 312

MRS District & Site: Ann Arbor Unit/Ann Arbor Unit

INTERAGENCY CASH TRANSFER AGREEMENT

This Agreement is entered into between the designated State unit and the state or local public agency named below:
DESIGNATED STATE UNIT NAME: **Michigan Rehabilitation Services (MRS)**
STATE OR LOCAL PUBLIC AGENCY NAME: Washtenaw Intermediate School District
AGREEMENT TYPE: New: ☐ Continuation: ☒
AGREEMENT BEGIN AND END DATE October 1, 2026 through September 30, 2027
FISCAL YEAR APPROPRIATE TO THIS DOCUMENT: **2027**
GRAND TOTAL OF THIS AGREEMENT: $370,370.00
AGREEMENT TITLE: Washtenaw Intermediate School District – SpEd.

This Interagency Cash Transfer Agreement (Agreement) is created and agreed to by MRS and the state or local public agency designated above (Parties) to enhance and improve the provision of vocational rehabilitation services to individuals who meet the following MRS eligibility criteria, as set forth in 34 CFR 361.42(a)(1):

(i) A determination by qualified personnel (employed by the designated State unit) that the applicant has a physical or mental impairment.

(ii) A determination by qualified personnel (employed by the designated State unit) that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.

(iii) A determination by a qualified vocational rehabilitation counselor employed by the designated State unit that the applicant requires vocational rehabilitation services to

prepare for, secure, retain, advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

(iv) A presumption, in accordance with paragraph (a)(2) of this section, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the MRS 2024-2028 State Plan, including but not limited to implementation of an Order of Selection for Services (OSS) [34 CFR 361.36(d)(1)]. The requirements specified in the MRS State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the above referenced state or local public agency will provide non-Federal share as an allowable source of match as referenced in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200.

I. Description of the Program

A. Purpose of the Program

1. Purpose Statement
   Since 1997, Michigan Rehabilitation Services (MRS) and the Washtenaw Intermediate School District (WISD) have partnered to coordinate student transition services focused on employment and community connections.

   This program has been developed to enhance services through a unique, highly individualized approach.

   Specifically, this agreement expands services to students in 9 local school districts, WISD centralized programs and the Young Adult Program for the purposes of facilitating the transition from school to work. This is achieved through the relationship between the student, MRS and school staff. MRS will provide individualized services to students that may include evaluation, vocational counseling, vocational training, placement, and employment supports.

2. Target Population
   Services will not be extended to or include non-MRS customers.
   Transition youth (enrolled in secondary education) who have a disability and are enrolled in a Washtenaw County school and who are served under and IEP.

3. Target Geographic Area
   Washtenaw County

4. Outcome Goals
   The expected outcome under this agreement includes at least students achieving a successful exit employed closure. Thirty-five students will complete work-based learning experiences with a community employer.

B. Scope of Vocational Rehabilitation Services to be Provided Under the Program

1. Description of Services

   MRS may provide, arrange, or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

   MRS may provide, arrange or purchase those vocational rehabilitation services related to an Individualized Plan for Employment necessary to assist the individual in preparing for, securing, retaining, or regaining an employment outcome in an integrated setting that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

   MRS may provide or arrange for the provision of Pre-employment Transition Services in collaboration with the local educational agencies for all students with disabilities or potentially Eligible students. Activities include: Job Exploration Counseling, Work-based Learning Experiences, Counseling on opportunities for Post-secondary Educational programs, Workplace Readiness Training, and Instruction in Self-advocacy.

   Additionally, the Parties have identified the following VR service(s) as integral to achieving the program outcome goals: Work-based learning experiences within the community.

C. Role of Each Participating Agency in the Provision of Services

1. Role of MRS

   Shanti Bailey, District Manager, will serve as the primary administrative contact for MRS.

   To achieve the outcome goals for this program:

   a. MRS staff will be responsible for the following:
      Providing vocational rehabilitation services to eligible individuals as required to meet the employment goal identified in the Individualized Plan for Employment (IPE). These services include; arrange for or conduct

assessments related to eligibility determination; plan for a seamless transition to post school employment outcomes; provide vocational counseling to establish an appropriate employment goal; coordinate the IPE with the Individualized Education Program or Section 504 plan; identify individualized rehabilitation services necessary to achieve the employment goal; complete an IEP before the student exits school; provide expertise related to workplace accommodations.

b. Applicable workflow processes include:
MRS staff will engage with special education staff in local school districts and WISD centralized programs to identify students appropriate for MRS services.

c. ☒ Training is not anticipated
☐ Training will be provided in the following area(s):

2. Role of state or local public agency

Dr. Stacey Theophelis, Executive Director of Special Education, will serve as the primary administrative contact for the state or local public agency.

To achieve the outcome goals for this program:

a. State or local public agency staff will be responsible for the following:
Transition services required under IDEA and Michigan rules to students with disabilities. These services may be provided in general, vocational/technical, and/or special education. These services typically include Career exploration and preparation for post-school activities, vocational/career technical training, a course of study that is aligned with the student's post-school goals, school or community-based work experiences, special transportation services, and assistive technology and support services.

b. Applicable workflow processes include:
Identification of students appropriate for referral to MRS.

c. ☒ Training is not anticipated
☐ Training will be provided in the following area(s):

D. Quality Assurance Activities

1. Data Sharing & Reporting Plan

At a minimum, the Parties have agreed to exchange the following data set(s):
MRS will provide quarterly reports from the AWARE case management system including the Summary of Program Data by Fund Source and Cash Match Spending Report – Summary.

The primary administrative contacts or their designees will complete this activity
☐ Monthly ☒ Quarterly ☐ Biannually ☐ Other, please explain:

2. Progress Monitoring

   The primary administrative contacts or their designees agree to meet
   ☐ Monthly ☐ Quarterly ☐ Biannually ☒ Other, please explain: As Needed to review progress toward outcome goals, resolve issues, and ensure the continuity of all Agreement components.

   Progress measures are identified in sections I(A)(4) and/or I(D)(1).

3. Program Evaluation

   At a minimum, the Parties agree to an annual review of the programs overall impact and outcomes. The primary administrative contacts will complete this activity.

   Program evaluation success indicators and measures are identified in sections I(A)(4) and/or I(D)(1). The Parties have agreed to the following additional success indicators:
   Applications 50
   WBLEs 35
   Eligibilities 38
   IPE 22
   Rehabilitation 10

E. Share of Cost to be Assumed by Each Agency

Agency	Share Type	Share %	Amount
State or Local Public Agency	Non-Federal	27	$ 100,000.00
MRS	Federal	73	$ 270,370.00
Agreement Grand Total	Combined	100	$ 370,370.00

II. Funding Qualifications

Non-Federal share provided under this Agreement will not originate from any other Federal grant or count towards satisfying a matching or cost sharing requirement of another Federal grant agreement, contract, or any other award of Federal funds. Program income generated or earned as a result of this Agreement cannot count toward satisfying a Federal match or cost sharing requirement.

Program expenditures under this Agreement will be under the control of MRS. All services provided under this Agreement are only available to MRS applicants and eligible individuals.

The entire non-Federal share will be obligated first during the fiscal year in which this Agreement pertains. Any funds remaining after the date identified below may be redirected to the statewide MRS general fund and spent at the discretion of MRS.

Date after which funds may be redirected: July 1st, 2027.

In the event Federal share is unavailable or unsecured, this Agreement would be deemed null and void.

III. Payment Terms and Conditions

A. Terms of Payment

The state or local public agency agrees to make payment of the non-Federal share based on the schedule below.

This Agreement increases or expands the scope of VR services available to individuals with disabilities. A waiver has been granted by the Rehabilitation Services Administration authorizing this Agreement. Failure to meet non-Federal share obligations by the state or local public agency may result in termination of this Agreement and all associated services.

B. Payment Schedule

Single Payment Schedule

Amount	Payment Due On or Before
$ 100,000.00	December 31, 2026

IV. Audits and Records

The state or local public agency agrees:

A. To retain all financial and accounting records related to this Agreement through the term of this Agreement and for four years after the latter of termination, expiration, or final payment under this Agreement or any extension (“Audit Period”). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

B. To assure state personnel, federal personnel, and personnel authorized by MRS shall have full access to the records during the time the state or local public agency is obligated to retain the records.

C. At the request of MRS, to provide access to and furnish whatever information is deemed necessary by MRS in order to fully, accurately and timely assess satisfactory performance of the terms and conditions of this Agreement.

D. At the request of MRS, to permit onsite visits by designated State of Michigan employees or agents to conduct audits or otherwise review books and records for any reason connected with the administration of this Agreement.

V. Dispute Resolution

In the event of a dispute between the Parties concerning the interpretation or implementation of this Agreement, or the provision of services funded under this Agreement, the Parties agree to attempt in good faith to informally resolve the disagreement. To initiate dispute resolution under this section, the state or local public agency shall provide MRS with a written summary of the complaint. The state or local public agency should include the following information in the letter of the complaint: name and address of the person MRS should contact regarding the complaint, identification of the specific provision of this Agreement or its attachment in dispute and all documentation in support of the position. The following summarizes the dispute resolution process:

A. Step One, Informal

The Parties will meet to discuss the nature of the dispute and to discuss appropriate solutions pertaining to this Agreement. This must occur within fifteen (15) business days, from the date of receipt of the complaint or such additional time as the Parties agree in writing.

B. Step Two, Formal

If the informal dispute resolution process is unsuccessful, the appropriate MRS District Manager, Division Director and the administrative head of the state or local public agency shall meet within fifteen (15) business days of the first meeting (or such additional time as the Parties agree in writing) to review the efforts at resolution and to continue working at resolving the dispute(s). The Parties shall use their best efforts to identify in writing all disputed issues, the respective party's proposed resolution and any agreed upon resolutions relative to the issues identified (Written Summary).

C. Step Three, Formal

If the dispute(s) cannot be resolved at Step Two, the Parties shall, within seven (7) days following the meeting in B (unless extended in writing by the Parties), above, provide the MRS Director with the Written Summary and meet with the MRS Director or his or her designee to discuss the complaint. The MRS Director or designee will provide the Parties with a final written resolution within thirty (30) days of this meeting. The action of the MRS Director or designee is final and binding on the Parties.

VI. Mutual Drafting

Both Parties contributed equally to the drafting and negotiation of this Agreement. As such, the Parties agree that, in the event of a dispute, the provisions of the Agreement shall not be strictly construed against any Party as the drafter of this Agreement. The Parties acknowledge that they have had the opportunity to have their respective attorneys review and approve this Agreement as to its form and effect.

VII. Renegotiation or Modification

To be effective, any modifications or amendments to this Agreement must be in writing and signed by the Parties.

VIII. Cancellation

MRS or the state or local public agency, with or without cause, may cancel this Agreement upon no less than thirty (30) days written notice. If this Agreement is terminated prior to the end of the fiscal year, the unobligated non-Federal share will be returned to the state or local public agency within 30 days of the effective termination date. To terminate, the written notification must be sent by certified mail with return receipt requested to all signatories prior to August 1st of the current fiscal year.

This Agreement will end on the later of the specified termination date or 30 days after receipt of request for termination.

IX. Governing Statutes

The Parties shall comply with all applicable federal laws and regulations in carrying out the terms of this Agreement, including but not limited to the following:

A. Title VI of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

B. Section 504 of the Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

C. Americans with Disabilities Act of 1990, which, among other things, prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.

D. Title IX of the Education Amendments of 1972, as amended, which, among other things, prohibits discrimination on the basis of gender in education programs and activities receiving or benefiting from federal financial assistance.

E. The Age Discrimination Act of 1975, as amended, which, among other things, prohibits discrimination on the basis of age in program or activities receiving or benefiting from federal financial assistance.

F. The Omnibus Budget Reconciliation Act of 1981, which, among other things, prohibits discrimination on the basis of gender or religion in programs and activities receiving or benefiting from federal financial assistance.

G. Federal: Other applicable regulations including but not limited to OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the federally approved MRS State Plan and the State Program Regulations at 34 CFR 361.

H. Title VII of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination with respect to employment, compensation, and terms and conditions of employment on the basis of race, color, religion, gender, or national origin.

The Parties shall comply with all applicable state laws and rules in carrying out the terms of this Agreement, including but not limited to the following:

A. Persons with Disabilities Civil Rights Act – Act 220 of 1976, defines the civil rights of persons with disabilities; prohibits discriminatory practices, policies, and customs in the exercise of those rights; prescribes penalties and to provide remedies.

B. Elliot Larsen Civil Rights Act – Act 453 of 1976, defines civil rights; prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; to preserve the confidentiality of records regarding arrest, detention, or other disposition in which a conviction does not result; to prescribe the powers and duties of the civil rights commission and the Department of Civil Rights; provides remedies and penalties; provides for fees; and to repeal certain acts and parts of acts.

C. All other applicable state or federal laws, regulations, rules or standards that prohibit discrimination on any basis.

X. Safeguarding Information

The Parties shall not use or disclose any confidential or personally identifying information concerning applicants or recipients of services under or incidental to this Agreement for any purpose except as permitted or authorized by law (34 CFR 361.38).

XI. Standard Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties as to the subject matter covered in this Agreement. If any terms or provisions of this Agreement are found illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and the illegal or unenforceable terms or provisions shall be stricken.

Neither Party shall be responsible for the costs or obligations of the other party in carrying out the terms of this Agreement.

XII. Effective Date, Approval, and Execution

This agreement is effective on October 1, 2026.

MRS and the state or local public agency have obtained all necessary approvals to enter into this Agreement and have caused this Agreement to be signed by their respective authorized officers or representatives as set forth below:

Signature	Signature
MRS District Representative Signature	State or Local Public Agency Representative Signature
Shanti Bailey	Naomi Norman
Printed Name of Signatory (all capital letters)	Printed Name of Signatory (all capital letters)
District Manager	Superintendent
Title	Title
Insert	Insert
Date	Date

Signature

MRS Director Signature

Printed Name of Signatory (all capital letters)

Title

Date

MRS Local Address: MICHIGAN REHABILITATION SERVICES 3810 PACKARD RD, SUITE 170 ANN ARBOR MI 48108	State or Local Public Agency Name and Address: WASHTENAW INTERMEDIATE SCHOOL DISTRICT 1819 S WAGNER RD ANN ARBOR MI 48108
	Name, Title, and Phone Number of State or Local Public Agency Representative: DR. STACEY THEOPHELIS, EXECUTIVE DIRECTOR OF SPECIAL EDUCATION 734-994-8100 EXT. 1543
	Federal Identification Number: 38-1717462