



December 10, 2024 Board Packet

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

Tuesday, December 10, 2024 05:00 PM

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

[December 10, 2024 Agenda Memo \(p. 3\)](#)

- 4. Communications**
- 5. Public Participation**
- 6. Presentation**

A. Kriseles Survey

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

- 8. Consent Agenda**

A. Approval: Minutes

[11-26-24 Minutes \(p. 6\)](#)

B. Approval: Superintendent's Recommendations

062-24-25 Reclassification Requests

[Reclassification_E. Bottai \(p. 10\)](#)

[Reclassification_G. Pope \(p. 16\)](#)

[Reclassification_M. Valle \(p. 22\)](#)

063-24-25 New Position Request

[New Position_Grow Your Own Program Coordinator \(p. 28\)](#)

064-24-25 Staff Retirements

[Retirement_M. Corley \(p. 34\)](#)

- 9. New Business**

A. Revised Ypsilanti Community Schools Head Start Contract

[Revised YCS Head Start Contract Memo \(p. 36\)](#)

[Edited Exhibit P to WISD 2024-2025 Head Start Sub-Recipient Agreement Contract \(p. 37\)](#)

B. Contract with Calhoun Intermediate School District/Michigan Department of Education

[CISD Memo 24-25 \(p. 137\)](#)

[Washtenaw ISD -AASI 24-25 Contract \(p. 138\)](#)

C. 2025 TLC Roof Restoration and Repairs

[2025 TLC Roof Restoration and Repairs Memo \(p. 148\)](#)

[WISD Bid Tabulation - 2025 TLC Roof Restoration and Repair \(p. 149\)](#)

10. Other Items of Business

A. Revisit Updated Vision Statement

11. Board of Education Reports

A. AESA Annual Conference Report Out

12. Administrative Reports

A. Superintendent's Report

B. Retainer Newsletter

[Thrun Law Firm November 2024 School Law Notes \(p. 150\)](#)

13. Adjournment

MEMORANDUM

TO: Board of Education
FROM: Naomi Norman, Superintendent
DATE: December 2, 2024
RE: Regular Meeting December 10, 2024

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

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

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

Agenda Item 6: Presentation:

A. Kriseles Survey: Tracy Session and Antonio Saunders will present the results of the WISD's culture survey.

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

Agenda Item 8: Consent Agenda

A. Approval: Minutes: Approval of the minutes of the November 26, 2024, regular meeting.

B. Approval: Superintendent's Recommendations:

The Superintendent recommends the Board accept the following reclassification:

062-24-25 Reclassification Requests: Please see the reclassification request for:
Elizabeth Bottai, current position: TA - Washtenaw News Young Adult, 1.0 FTE, 185 workdays, Salary: \$33,147, Unit I. Recommended position: TA – Chelsea YA, 1.0 FTE, 185 workdays, Salary: \$33,147, Unit I

Gina Pope, current position: Teacher - DT Ypsi Young Adult Program, 1.0 FTE, 185 workdays, Salary: Step 15 \$90,599, Unit II. Recommended position: TC - YAP, Young Adult Project, 1.0 FTE, 185 workdays, Salary: Step 15 \$90,599, Unit II.

Maggie Valle, current position: Special Ed Teacher at Red Oak, 1.0 FTE, 185 workdays, Salary: \$75,233, Unit II. Recommended position: Teacher Consultant WAVE WEOC, 1.0 FTE, 185 workdays, Salary: \$75,233, Unit II.

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

063-24-25 New Position Requests: Please see the new position requests for:
Grow Your Own Program Coordinator - Culturally Responsive and Place-Based Teacher Talent Pipeline, 1.0 FTE, 210 workdays, salary level: Per Non-Affiliated Manual, Worksite: Teaching & Learning Center, Non-Affiliated bargaining.

The Superintendent recommends the Board accept the following retirements:

064-24-25 Staff Retirements: Please see the retirements request for:
Michael Corley, effective August 31, 2025. Michael has been employed with the WISD since December 10, 2018, as a Teaching Assistant in our Local Based Dexter Program.

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

Agenda Item 9: New Business:

A. Revised Ypsilanti Community Schools (YCS) Head Start Contract: Please see the memo from Executive Director of Early Childhood Dr. Edward Manuszak. Our agency has met with Ypsilanti Community Schools and Mr. Roy Henley to revise the 20242025 Head Start Sub-Recipient Contract on three different occasions since the start of this school year. The version we have provided you shows you the agreed upon revisions in the body of the contract (bright yellow) and then specifically with Mr. Henley’s recommendations to edit Exhibit P, which was agreed to be lengthy and redundant in certain circumstances. We are requesting to have this new version approved and once edited properly with all highlights and deletions removed, we will present the new version to YCS for their approval and signature.

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

B. Contract with Calhoun Intermediate School District/Michigan Department of Education: Please see the memo from Executive Director of Instruction Dr. Jennifer Banks. We are requesting approval to contract with Calhoun Intermediate School District (CISD) to receive year one funds to implement the Tri-County Culturally Responsive Mathematics Institute with educators in Washtenaw, Wayne, & Oakland counties. The project is funded through Title I Technical Assistance Grant awarded to CISD through the Michigan Department of Education. CISD will compensate Washtenaw ISD up to \$300,000 for the scope of work outline in the attached proposal for the timeframe of November 1, 2024 – September 30, 2025. Each of the counties will contribute to the project through consultant time and expenses not covered through the grant.

Recommendation: Motion that the Board of Education authorize the administration to contract

with Calhoun Intermediate School District (CISD) for an amount not to exceed \$300,000.00 for the Tri-County Culturally Responsive Mathematics Institute, as presented. (Roll Call Vote)

C. **2025 TLC Roof Restoration and Repairs:** Please see memo from Director of Operations Tanner Rowe. On December 2, 2024, bids were received for the roof restoration and repair work. There was a total of 4 bids received. The lowest responsible bidder and the contractor being recommended is Lutz Roofing Company. A copy of the bid tabulation is attached. The roofing materials will be purchased direct by WISD through the OMNIA Cooperative Purchasing Contract. The total recommended cost is \$498,276.00.

Recommendation: Motion that the Board of Education award the bid for Roof Restoration and Repair contracted services to Lutz Roofing company in the amount of \$260,550, and to further authorize the administration to utilize capital project funds to perform roofing repairs and restoration to the Teaching and Learning Center building in the amount not to exceed \$498,276, as presented. (Roll Call Vote)

Agenda Item 10: Other Items of Business:

A. **Revisit Updated Vision Statement**

Agenda Item 11: Board of Education Reports:

A. **AESA Annual Conference Report**

Agenda Item 12: Administrative Reports:

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

B. **Retainer Newsletter:** The November 2024 edition of the School Law Notes from Thrun Law Firm is attached.

Agenda Item 13: Adjournment



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

Tuesday, November 26, 2024

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, November 26, 2024 in Washtenaw ISD's Teaching and Learning Center Board Room at 1819 South Wagner Road in Ann Arbor, Michigan.

CALL TO ORDER

The meeting was called to order at 5:00 PM by President Diane Hockett.

ATTENDANCE

The following members were present:

Diane Hockett, President
Mary Jane Tramontin, Vice President (Departed at 6:41 PM)
Steve Olsen, Secretary
Sarena Shivers, Treasurer
Dorcas Musili, Trustee

The following member was absent:

Quorum was met.

Also present:

Naomi Norman, Superintendent
Cherie Vannatter, Deputy Superintendent
Brian Marcel, Associate Superintendent
Edward Manuszak, Executive Director of Early Childhood
Althea Wilson, Early Child Family Services Coordinator
Jennifer Banks, Director of Instruction
LaDawn White, Early Childhood Grant Manager
Nancy Davis, Teacher Consultant
Jeff Higgins, Plante Morgan Auditor
John Ross, Plante Morgan Auditor
Tom Banks, Member of the Public
Eric Roberts, Member of the Public
TJ Greggs, Administrative Assistant to the Superintendent

APPROVAL OF THE AGENDA

Steve Olsen moved, Sarena Shivers seconded, to approve the agenda, as presented.

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

Nays: None.

Motion carried.

COMMUNICATIONS: Superintendent shared about the donation from Washtenaw Promise for early literacy and STEAM education in the amount of \$5,000.00.

PUBLIC PARTICIPATION: Tom Banks and Eric Roberts, residents of Washtenaw County, addressed the Board.

PRESENTATION: Dr. Edward Manuszack and Althea Wilson shared a presentation about the Anti-Racism Toolkit (ART).

FINANCIAL REPORTS: Associate Superintendent Brian Marcel reviewed the financial reports for October 2024 and Grant Manager of Early Childhood LaDawn White reviewed the Head Start financial reports for October 2024.

Mary Jane Tramontin moved, Dorcas Musili seconded, that the Board of Education approve the October 2024 Head Start financial report, as presented.

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

Voting no: None.

Motion carried.

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

- Deputy Superintendent Cherie Vannatter shared about the webinar series she has been attending titled A Call to Courage: Standing up to Intolerance in K-12 Schools.

CONSENT AGENDA

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

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

Voting no: None.

Motion carried.

Approval of Minutes

The Board approved the minutes of the November 12, 2024, regular meeting.

053-24-25

The Board approved the following employment recommendations:

- Dr. Charlene Jones as a Coordinator of Mathematics & Science
- Cassandra Kjar as a Teaching Assistant
- Chi-Tuyen Richmond as a Teacher

054-24-25

The Board approved the following reclassification requests:

- Mary Eddy, Flex Teacher, 1.0 FTE, 185 workdays, Unit II to Flex Teacher, 0.8 FTE, 148 workdays, Unit II.
- Sarah Brown, Special Ed Teacher at Progress Park, 1.0 FTE, 185 workdays, Unit II to Teacher Consultant ABT, 1.0 FTE, 185 workdays, Unit II.

- Tanisha Stephens, TA High Point C1, 1.0 FTE, 205 workdays, Unit II to Certified Nursing Assistant, 1.0 FTE, 205 workdays, Unit II.

055-24-25

The Board approved the following new position requests:

- Family Engagement Manager, 1.0 FTE, 210 Workdays, Worksite: TLC, Non-Affiliated

056-24-25

The Board approved the following staff resignations:

- Elisabeth Clapp, effective November 18, 2024

057-24-25

The Board approved the following staff retirements:

- Becky Ralls, effective April 1, 2025

058-24-25

The Board authorized the administration to utilize capital project funds to purchase and install a fence at Progress Park for the cost not to exceed \$17,534.00, as presented.

059-24-25

The Board authorized the administration to approve an amendment to the current Contracted Services Agreement with Robert Half International, Inc. for a total not exceeding \$60,000.00, as presented.

060-24-25

The Board authorized administration to approve the purchase of 50 one-year Reflectivity licenses from Swivl along with 25 Swivl robots and 25 floor stands for a total cost not to exceed \$36,750.00, as presented.

061-24-25

The Board of Education authorized administration to contract with Dr. Brianne Dotson and Ms. Melissa Brooks-Yip at a cost not to exceed \$26,680.00, as presented.

NEW BUSINESS – Recommendation for Beatty Infant/Toddler Playground Contractor: Executive Director for Early Childhood Dr. Edward Manuszak shared the bid from Game Time in the amount of \$96,781.47. Dr. Manuszak recommended that the WISD Board of Education authorize the approval of the bid not to exceed \$105,000.

Steve Olsen moved, Dorcas Musili seconded, that the Board of Education authorize the administration to contract with Game Time c/o Sinclair to be used as the contractor for the installation of the Infant/Toddler Playground at Beatty Early Learning Center, as presented.

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

Voting no: None.

Motion carried.

NEW BUSINESS – Michigan Department of Lifelong Education, Advancement, and Potential (MILEAP) Out of School Time (OST) Grant Award: Director of Instruction Dr. Jennifer Banks addressed the Board regarding the opportunity to apply for funding through the Michigan Department of Lifelong Education, Advancement, and Potential (MILEAP) for \$4.2M.

Mary Jane Tramontin moved, Steve Olsen seconded, that the Board of Education authorize administration to apply for the Michigan Department of Lifelong Education, Advancement, and Potential (MILEAP) Out of School Time (OST) Grant for the amount of \$2.4 million, as presented.

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

Voting no: None.

Motion carried.

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

BOARD OF EDUCATION REPORTS:

- The Board of Education discussed plans for the upcoming AESA Annual Conference from December 4 until December 6.
- The Board of Education discussed the reorganization of the board room.
- The Board of Education Secretary Steve Olsen congratulated Young Adult supervisor Rebekah Ralls on her retirement and thanked her for her 45 years of service.
- The Board of Education Vice President Mary Jane Tramontin discussed the meeting of the Washtenaw Association of School Boards held on November 21, 2024, and provided upcoming dates for the future meetings.

ADMINISTRATIVE REPORTS - Superintendent's Report:

- Superintendent Norman discussed her invitation to the Launch Michigan Round Table and Teacher Talent pipeline.
- Superintendent Norman met with the governor's budget team about Talent Together funding.
- Superintendent Norman and Deputy Superintendent Vannatter discussed the WISD support for Honey Creek and their leaders.
- Superintendent Norman visited half of the WISD's young adult programs and plans to visit the remaining in the following week.
- Superintendent Norman spoke about the cabinet and staff review of the Kriseles culture survey taken during the month of October 2024.
- Superintendent Norman discussed her invitation from the Board of Commissioners to sit on the Washtenaw County Reparations Advisory Board.

ADJOURNMENT.

The meeting was adjourned at 6:55 PM

Respectfully submitted,

Steve Olsen, Secretary
Washtenaw ISD Board of Education

Washtenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

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

Department

Current Account 1

Current Account 1 Split

Current Account 2

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

Current Position Title

Recommended Position Title

Current Position Number

Recommended Position Number

Current Bargaining Unit

Recommended Bargaining Unit

Current Account 4 Split

Recommended Account 1

Recommended Account 1 Split

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

Recommended Pay Rate/ Salary Level

Current FTE

Recommended FTE

Current Number of Work Days

Recommended Number of Work Days

Should the Current Position Remain?

- Remain
- Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

Recommended Location

Worksite/Desk Location

Rational for Position Change

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

Effective Date

Date new duties were assigned or changes made

08/19/2024

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

Young Adult TA JD

Department Head Comments

Department Head

Deborah Hester-Washington

11/19/2024

Finance Approval

- Approve
- Adjust, See Comments

Finance Comments

Finance

SAP

11/25/2024

Human Resources Approval

- Approve
- Adjust, See Comments

Human Resources Comments

Human Resources / Executive Admin Review

CD Harmon Higgins

11/21/2024

Superintendent Comments

Superintendent

Naomi Norman

11/25/2024

WASHTENAW INTERMEDIATE SCHOOL DISTRICT
Position Description

Job Title: Teaching Assistant
Department: Special Education Services
Program: Young Adult Program – Chelsea
Reports To: Supervisor, Special Education Services
FLSA Status: Non-exempt
Prepared By: Rebekah Ralls
Special Education Supervisor
Prepared Date: June 19, 2023
Revised By: Nicole Hubler
Human Resources Specialist
Revised Date: July 31, 2024
Approved By: Cassandra Harmon-Higgins, Esq.
Executive Director of Human Resources and Legal Services
Approved Date: July 31, 2024

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

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

SUMMARY:

The Teaching Assistant supports the professional staff in implementing a personalized individualized student program for young adult students placed in Young Adult Classrooms throughout Washtenaw County including collaborating with professional staff from WISD and other Adult Service Agencies, as well as student families, employers and other community resources. This position involves assisting the classroom teacher with all the students in the classroom under the teacher's direction.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Demonstrates a strong commitment to social justice and inclusive educational practices.
- Supports WISD vision and mission to enhance achievement for all students.
- Demonstrates excellent customer service.
- Follows individual behavior intervention plans.
- Integrates students into functional, community-based environments (i.e., work/job sites, student's home, recreational facilities, public transportation vehicles, public buildings, etc.).
- Implements strategies for student independence.
- Assists in implementing and monitoring IEP through group and individual instruction, including following IEP goals related to specific related service areas (PT, OT, Speech, augmentative devices, etc.).
- Supervises students in classes and/or in the community, individually and with small and/or large groups.
- Manages and instructs students on appropriate behavior, using positive behavior support strategies consistent with Board policy and the student's behavior plan, if applicable.
- Integrates support services activities into the program's curriculum and the school day.
- Monitors health needs and implements specialized care programs under the direction of professional staff.

- Works as a team member to solve problems and develop and implement quality programming.
- Communicates with families, outside agencies and other staff in an objective and effective manner.
- Participates in special instructional activities to meet program and student goals (e.g., vocational training, transitioning to adult life, swimming, job training activities in business environment, etc.).
- Assists teachers and support staff in preparing materials, housekeeping, keeping records and recording student progress in an objective manner.
- Assists with self-care, eating/feeding, dressing as well as medical intervention if necessary.
- Communicates effectively and objectively with students, parents, and administration in advocacy of student growth.
- Provides assistance to the operation of the total school program.
- Participates in professional development, maintains appropriate certification and qualifications and keeps current in changing pedagogy.
- Participates in building and district level activities, staff meetings, student staff meetings, program meetings, in-service activities and other meetings as determined necessary for assigned students.
- Participates in district and school initiatives, adheres to building and district school improvement plans.
- Supports WISD vision and mission to enhance achievement for all students.
- Supports a team-based approach to problem solving.
- Adheres to district and school rules and procedures.
- Demonstrate operational knowledge of Internet and Web-related technologies.
- Demonstrates skills and comfort using the latest instructional online tools and technology.
- Conducts behavior to demonstrate appropriate role-modeling, collegiality and professionalism.
- Performs such other tasks as may from time to time be assigned by the supervisor.
- Regular, predictable attendance.
- **OTHER DUTIES MAY BE ASSIGNED.**

SUPERVISORY RESPONSIBILITIES:

- N/A

QUALIFICATIONS:

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

EDUCATION and/or EXPERIENCE:

- High School Diploma or equivalent required.
- Associates degree, 60 hours of college credits, WorkKeys, MTTC Basic Skills, or ETS preferred.
- Experience working with young adult students with moderate and severe disabilities preferred.
- Experience working with students who have significant medical, physical and other needs.
- Experience working with young adult students in community-based locations preferred.
- Experience working with families, community resources and adult service agencies preferred.
- Experience with occupational training, job readiness and community-based instruction preferred.
- Experience using “*Non-Violent Crisis Intervention*” techniques and other behavior strategies (which will be used frequently in this classroom).
- Exceptional knowledge and skills in working with student behavior management required.
- If required, ability to work in a virtual online instructional setting.
- Ability to work with students with multiple need areas autonomously in various community settings.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

CERTIFICATES, LICENSES, REGISTRATIONS:

- N/A.

LANGUAGE SKILLS:

- Ability to read and comprehend simple instructions, short correspondence and memos.
- Ability to effectively present information and respond to questions from groups of educators, students and the general public.
- Ability to write clear, concise, objective notes regarding activities during the instructional day to third parties (families, outside agencies, others).
- Ability to write simple correspondence.
- Ability to express self clearly, both orally and in writing.
- Ability to effectively present information in one-on-one and small group situations.

TECHNICAL SKILLS:

- Ability to integrate technology into the everyday workflow if 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 a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communication mechanisms.
- Knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database and presentation software) is required.
- Ability to follow data collection information to support functional behavioral assessment.
- Ability to accurately use district-wide electronic reporting systems for attendance, Medicaid logging, lunch count, etc.
- Ability to use online instructional tools and technology.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Exhibit a high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.
- Ability to define problems, collect data, establish facts and draw valid conclusions.
- Ability to apply common sense understanding to carry out detailed written or oral instructions.
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Ability to use positive behavior support intervention techniques autonomously.
- Ability to make reasonable student focused decisions autonomously.
- Ability to implement various student plans simultaneously and report factually to the teacher.

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 collaboratively and cooperatively with others in a team.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is frequently required to sit, walk and stand. The employee is occasionally required to bend and or twist at the trunk more than the average person. The employee is continuously repeating the same hand, arm or finger motion many times. The employee is frequently required

to talk or listen. The employee must occasionally lift and/or move up to 50 pounds such as books and teaching material or when assisting in student interventions. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

The position requires the individual to have the ability to manage the medical, physical and emotional needs of students in a positive, student-centered manner while communicating with several different people (parents, community members, professional staff, advocates, related service staff and outside service agencies) with consistency and objectivity.

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, well-being and work output 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 the purpose 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:

Position subject to terms, conditions, and calendar of the Master Agreement between the District and Unit I AFT Local 3760. Starting salary ranging (dependent upon experience) from \$26,702 - \$31,102.

Washtenaw Intermediate School District is a drug-free workplace.

The employee shall remain free of any alcohol or nonprescribed controlled substance in the workplace throughout his/her employment in the District.

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

Washtenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

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

Department

Current Account 1

Current Account 1 Split

Current Account 2

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Supervisor

Current Position Title

Recommended Position Title

Current Position Number

Recommended Position Number

Current Bargaining Unit

Recommended Bargaining Unit

Current Account 4 Split

Recommended Account 1

Recommended Account 1 Split

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

Recommended Pay Rate/ Salary Level

Current FTE

Recommended FTE

Current Number of Work Days

Recommended Number of Work Days

Should the Current Position Remain?

- Remain
- Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

Recommended Location

Worksite/Desk Location

Rational for Position Change

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

Effective Date

Date new duties were assigned or changes made

12/20/2024

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

All YAP TCs as described in JD

Department Head Comments

Department Head

Deborah Hester-Washington

11/19/2024

Finance Approval

- Approve
- Adjust, See Comments

Finance Comments

Finance

SAP

11/25/2024

Human Resources Approval

- Approve
- Adjust, See Comments

Human Resources Comments

Human Resources / Executive Admin Review

CD Harmon Higgins

11/21/2024

Superintendent Comments

Superintendent

Naomi Norman

11/25/2024

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
JOB DESCRIPTION**

Job Title: Teacher Consultant – Young Adult Project
Department: Special Education Services
Reports To: Special Education Principal
FLSA Status: Non-exempt
Prepared By: Rebekah Ralls
Special Education Principal
Prepared Date: October 4, 2024
Approved By: Cassandra Harmon-Higgins
Executive Director of Human Resources and Legal Services
Approved Date: October 4, 2024

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

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

SUMMARY:

Provides support to young adult students placed in the WISD Young Adult Project (YAP); case manages individual student programs and/or assists case manager. Provides support to local district transition coordinators and secondary special education staff for the transition needs of young adult students exiting local district high schools. Trains and supports staff in areas such as Person-Centered Planning and Occupational Training, as well as program implementation and assessments (social, emotional, academic, behavioral, occupational, job readiness). Provides leadership for transition planning, leads and develops IEP team reports, collaborates with IEP team members, including young adult students, families, community adult service resources, other school staff, and YAP Teaching Assistant staff. Monitors and plans the work schedules for YAP Teaching Assistants.

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.
- Works collaboratively with all appropriate resources to assist in planning/modifying student schedules.
- Assists in the development of transition plans and person-centered planning for change of level placements and into adult life.
- Supports a team-based approach to problem solving.
- Facilitates and supports the development for occupational training and community programming for Young Adult students.
- Facilitates in-services and other staff development activities that enable staff to develop attitudes and skills associated with current concepts in education related to transition planning and young adult student programming.
- Facilitates the implementation of diverse experiences for students with moderate and severe disabilities, including training agreement development, coordinating resources with adult service agencies, training Teacher Assistants and others who work with the students, monitor program components, outreach to community resources and employers.
- Collaborates with local district administration, community resources, instructional staff, and other agencies to integrate students with disabilities into the community with emphasis on involving families,

adapting curriculum, facilitating natural supports, managing challenging behavior and focusing instruction on long-term outcomes.

- Demonstrates operational knowledge of Internet and Web-related technologies.
- Demonstrates skills and comfort using the latest instructional online tools and technology.
- Assists in evaluating supports for students.
- Assists local district staff in transition related evaluations.
- Uses appropriate technologies to accomplish instructional objectives.
- Works using a flexible working schedule in the community, determined with immediate supervisor.
- Supports the WISD vision to enhance achievement for all students.
- Regular, predictable attendance.
- **Other duties as assigned.**

QUALIFICATIONS:

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

EDUCATION and/or EXPERIENCE:

- Masters degree with certification in one or more areas of special education, including Cognitive, Emotionally Impaired and/or ASD.
- Ability to obtain teacher consultant approval from the State of Michigan.
- Three years of successful teaching experience.
- Experience working with students with cognitive impairments, emotional impairments and autism.
- Extensive experience with and knowledge of behavior management principles.
- Extensive experience with and knowledge of curriculum adaptations.
- Extensive experience in transition planning to adults (person centered planning and individualized education plan).
- Experience consulting with a variety of community resources, including adult service agencies, employers, community agencies, families, students, local district staff and administrators.
- Demonstrated skills in parent consultation and working with diverse populations within the community.
- Experience with computer instruction and technology preferred.
- Knowledge in the use of technology for communications and student instruction.
- Knowledge of special equipment and its use for students with disabilities.
- A philosophical position that is aligned with WISD mission of support in the least restrictive environment.
- Professional communication and interpersonal skills.
- Possess the skills to be an effective team member.
- If required, ability to work in a virtual online instructional setting.
- Attendance that is exemplary.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess a valid Michigan teaching certificate with endorsement in one or more areas of special education, including Cognitive, Emotionally Impaired and/or ASD.

LANGUAGE SKILLS:

- Ability to read, analyze and interpret information.
- Ability to write reports, effectively present information and respond to questions from groups of teachers, parents and building administrators.

TECHNICAL SKILLS:

- Ability to use a personal computer (PC) in a networked environment to utilize the Internet and other electronic communications mechanisms such as email conferencing or bulletin boards.

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

REASONING ABILITY:

- 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.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to sit, walk and stand. The employee is occasionally required to bend and or twist at the trunk more than the average person. The employee is continuously repeating the same hand, arm or finger motion many times. The employee is frequently required to talk or hear. The employee must occasionally lift and/or move up to 50 pounds such as books and teaching material. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

The position requires the individual to have the ability to manage the physical and emotional needs of students in a positive, student-centered manner.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. Occasionally the employee may be required to be outdoors for a long 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:

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

Washtenaw Intermediate School District is a drug-free workplace.

The employee shall remain free of any alcohol or nonprescribed controlled substance in the workplace throughout his/her employment in the district

It is the policy and commitment of the Washtenaw Intermediate School District not to discriminate on the basis of race, sex, age, color, national origin, religion or handicap in its educational programs, activities, admissions, or employment policies in accordance with Title IX of the 1972 Educational Amendments, executive order 11246 as amended, Section 504 of the Rehabilitation Act of 1973 and all other pertinent state and federal regulations.

Washtenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

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

Maggie Valle

Department

Special Education

Supervisor

Chandra Dumas

Current Position Title

Special Ed Teacher at Red Oak

Recommended Position Title

Teacher Consultant WAVE WEOC

Current Position Number

20.87.122.03

Recommended Position Number

28.81.218.07

Current Bargaining Unit

Unit II

Recommended Bargaining Unit

Unit II

Current Account 1

22.1122.1240.120.0000.07487.2009

Current Account 1 Split

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

22.1218.1250.000.0619.85000.0000

Recommended Account 1 Split

0

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Current Pay Rate/ Salary Level

75,233

Recommended Pay Rate/ Salary Level

75,233

Current FTE

1.0

Recommended FTE

1.0

Current Number of Work Days

185

Recommended Number of Work Days

185

Should the Current Position Remain?

- Remain
- Delete

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

Red Oak

Recommended Location

Worksite/Desk Location

WAVE-WEOC

Rational for Position Change

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

New position

Effective Date

Date new duties were assigned or changes made

01/01/2025

List Positions/Employees Performing Similar Work

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

WAVE Teacher Consultants Andrew Bayer Kimberly Rock Darryl Shackelford Nicola Northrop

Department Head Comments

Department Head

Deborah Hester-Washington

11/19/2024

Finance Approval

- Approve
- Adjust, See Comments

Finance Comments

Account should be 22.1218.1250.061.9850.00000.0000

Finance

SAP

11/25/2024

Human Resources Approval

- Approve
- Adjust, See Ccomments

Human Resources Comments

Human Resources / Executive Admin Review

CD Harmon Higgins

11/21/2024

Superintendent Comments

Superintendent

Naomi Norman

11/25/2024

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
JOB DESCRIPTION**

Job Title: Teacher Consultant - Washtenaw Alliance for Virtual Education (WAVE)
(185 Workdays: July 1-June 30)

Department: Special Education Services/WAVE

Reports To: Washtenaw Alliance for Virtual Education Program Director

FLSA Status: Exempt

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

Prepared Date: October 3, 2024

Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director of Human Resources and Legal Services

Approved Date: October 4, 2024

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

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

SUMMARY:

The Washtenaw Alliance for Virtual Education (WAVE) and Washtenaw Intermediate School District (WISD) special education teacher consultant will be responsible for implementing the special education delivery model in accordance with the WEOC-WAVE instructional design and pedagogy in a manner that seamlessly transitions WAVE special education students into and through the WEOC-WAVE program.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Supports WISD vision and mission to enhance achievement for all students.
- Demonstrates excellent customer service.
- The teacher consultant duties will include working as an Advisor, an academic/personal mentor to Special Education students.
- Special Education advisor responsibilities include working with students, family and faculty to develop a student's personalized learning plans, and IEPs.
- The WAVE teacher consultant will also assist students in accessing support resources.
- Individual will be responsible for working with WAVE Administration and the WISD to maintain compliance with district, state, and federal laws and regulations for the provision of special education services.
- Individual must be able to work a flexible daily, weekly and yearly work schedule that is aligned with the WAVE academic calendar.
- WAVE Special Education Teacher Consultant must actively participate and contribute to the WAVE Administrative and Instructional teams which includes, but is not limited to staff meetings, professional development and short term and long-term strategic planning.
- WAVE Special Education Teacher Consultant will be responsible for maintaining and updating assigned

instructional, team and special education records and student information documents.

- Regular, predictable attendance.
- Accessible, approachable manner.
- **OTHER DUTIES MAY BE ASSIGNED.**

SUPERVISORY RESPONSIBILITIES:

- N/A

QUALIFICATIONS:

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

EDUCATION and/or EXPERIENCE:

- Master's degree with certification in one or more areas of special education, including cognitive, EI and ASD is required.
- Ability to obtain teacher consultant approval from the State of Michigan.
- Three (3) years of successful teaching experience; at least two of which must be in the area of special education.
- Knowledge in the use of technology for communications and student instruction.
- Possess the skills to be an effective team member.
- A record of collaborative teamwork.
- Must possess strong communication, interpersonal and organizational skills.
- Must be able to demonstrate experience in collecting, entering, analyzing and using data to develop instructional targets for improved student achievement.
- Demonstrate experience in working with at-risk youth.
- Must be able to use technology efficiently and appropriately.
- Must be able to demonstrate knowledge of best practice standards in core content areas and instructional methods.
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess a valid Michigan teaching certificate with a special education endorsement.

LANGUAGE SKILLS:

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

and presentation software) is required.

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.
- 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. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. The ability to travel to other buildings is required. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

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

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

FUNCTIONS OF POSITION DESCRIPTION:

This position description has been prepared to define the general duties of the position, provide examples of work and to detail the required knowledge, skills and ability as well as the acceptable experience and training for the position. The description is not intended to limit or modify the right of any supervisor to assign, direct

and control the duties of employees under supervision. The WISD retains and reserves any and all rights to change, modify, amend, add to or delete from any portion of this description in its sole judgment.

This position description is not a contract for employment.

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

TERMS:

This position is subject to terms, conditions, and calendar of the Master Agreement between the District and Unit II AFT Local 3760. Work calendar is 185 days: July 1–June 30. Starting salary ranging (dependent upon experience) \$47,180 - \$101,817.

Washtenaw Intermediate School District is a drug-free workplace.

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

New Position Recommendation

Position Title:	Grow Your Own Program Coordinator - Culturally Responsive and Place-Based Teacher Talent Pipeline
FTE:	100
# of Workdays/Year:	210
Salary:	Per Non-Affiliated Manual.
Worksite:	Teaching & Learning Center
Bargaining Unit:	Non-Affiliated
Department:	Instruction

**Washtenaw Intermediate School District
Job Description**

Job Title: Grow Your Own Program Coordinator
Department: Achievement Initiatives
Reports To: Director, Achievement Initiatives
FLSA Status: Exempt (210-Days Annually)
Prepared By: Jennifer Banks, Ph.D.
Director of Instruction
Prepared Date: November 15, 2024
Approved By: Cassandra Harmon-Higgins Esq.
Executive Director of Human Resources and Legal Services
Approved Date: December 3, 2024

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

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

SUMMARY:

The GYO Program Coordinator for the Culturally Responsive and Place-Based Teacher Talent Pipeline will manage efforts to recruit, develop, and support future teachers who are not only culturally competent but also equipped to use place-based and experiential instructional practices. This role emphasizes preparing teachers to engage students through culturally relevant and locally rooted teaching strategies that honor the diverse backgrounds and communities of students. The Coordinator will work with Eastern Michigan University, community organizations, and school districts to build a teacher pipeline that is responsive to local contexts and promotes equity-driven educational practices.

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.
- Program Management & Coordination:
 - Leads and coordinates the teacher talent pipeline with a strong emphasis on culturally responsive and place-based experiential instruction.
 - Develops program plans that center on training educators to leverage students' cultural backgrounds and local environments in their teaching.
 - Organizes professional development sessions that prepare teachers to connect academic content with local community contexts, fostering a deeper understanding of students' lived experiences.
- Recruitment & Outreach:
 - Implements recruitment strategies that target diverse candidates, especially from underrepresented backgrounds, and promote careers in teaching that prioritize cultural competence and local community engagement.
 - Collaborates with universities, local organizations, and advocacy groups that focus on diversity in education, highlighting the importance of culturally and place-based teaching

- practices.
 - Designs recruitment campaigns that emphasize the importance of educators reflecting and understanding the communities in which they work.
- **Candidate Support & Development:**
 - Mentors candidates to develop their understanding of culturally responsive pedagogy and place-based education, helping them integrate these approaches into their teaching.
 - Offers tailored professional development that prepares candidates to utilize local history, geography, and community resources in their instructional design, making learning more relevant and engaging for students.
 - Supports candidates through certification processes, ensuring they are equipped with the knowledge and skills to teach in culturally diverse and locally connected ways.
- **Collaboration with Educational Partners:**
 - Builds strong partnerships with school districts, community leaders, and educational institutions to ensure alignment between candidate training and the needs of local communities.
 - Collaborates with school leadership to place candidates in schools where their training in culturally responsive and place-based instruction can have the greatest impact.
 - Develops ongoing relationships with local organizations and stakeholders to integrate community-based knowledge into the curriculum and teaching practices.
- **Place-Based Instructional Practices:**
 - Facilitates the integration of place-based instructional methods into the training curriculum, teaching future educators to connect academic subjects with the local environment, history, and culture of the communities where they will teach.
 - Guides candidates in designing lesson plans that incorporate local resources, such as historical sites, community leaders, and natural surroundings, making learning meaningful and relevant to students' lives.
 - Ensures that educators understand how to use place-based education to empower students to see their own communities as sources of knowledge and learning.
- **Culturally Responsive Curriculum Development:**
 - Leads efforts to incorporate both culturally responsive and place-based teaching practices into the curriculum, ensuring candidates learn how to address the needs of diverse student populations.
 - Develops instructional materials that reflect students' cultural backgrounds and local contexts, allowing teachers to engage learners in a more meaningful and inclusive way.
 - Provides professional development on culturally relevant assessments and instructional strategies that empower teachers to foster student engagement through culturally and place-based learning.
- **Data Tracking & Reporting:**
 - Collects and analyzes data on the effectiveness of the pipeline in producing culturally competent and place-based educators.
 - Tracks progress related to recruitment diversity, teacher retention, and student outcomes related to culturally responsive and place-based instructional methods.
 - Generates reports and provides insight on how the program is meeting the needs of schools and communities, with a focus on continuous improvement.
- **Program Evaluation & Continuous Improvement:**
 - Conducts regular evaluations of the teacher talent pipeline to assess the effectiveness of culturally responsive and place-based instruction in the classroom.
 - Stays up to date on research and best practices in culturally responsive and place-based education to ensure the program remains cutting-edge and impactful.
 - Gathers feedback from participants and partner organizations to identify areas for improvement and innovation, ensuring the pipeline remains responsive to community needs.
- **Other related duties as assigned.**

QUALIFICATIONS

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

EDUCATION

- Master's in Education (or related field).

EXPERIENCE

- Experience in education with a focus on culturally responsive teaching, diversity, and place-based instructional practices.
- Knowledge of place-based education principles and application in diverse classroom settings.
- Knowledge of culturally responsive and place-based pedagogy.
- Knowledge of applied and experiential approaches to learning.
- Demonstrates proven ability to manage programs, with a demonstrated ability to work collaboratively with community organizations, educational institutions, and schools.
- Familiarity with teacher certification processes and culturally responsive teaching standards.
- Exhibits strong leadership skills and ability to mentor and inspire future educators.

CERTIFICATES, LICENSES, REGISTRATIONS:

- N/A

LANGUAGE SKILLS:

- Demonstrates ability to work effectively and collaboratively with other departments, agencies, and individuals across the state of Michigan.
- Demonstrates ability to write instructional plans for adult learners, professional correspondence, and procedures.
- Exhibits ability to effectively present information and respond to questions from groups of educators, and the general public.
- Demonstrates ability to express self clearly, both orally and in writing.

TECHNICAL SKILLS:

- Demonstrates proficiency in the use of a personal computer (PC) or MAC in a networked environment to utilize the Internet and other electronic communications mechanisms such as email, conferencing, bulletin boards, etc.
- Demonstrates success with supporting logistics for adult learning.
- Possesses excellent knowledge of productivity applications such as Microsoft Office (word processing, spreadsheets, database, and presentation software) and other technology to support efficient and effective office operation is required.
- Possesses ability to create web-based forms and documents.
- Possesses ability to read and interpret general business periodicals, professional journals, technical procedures, governmental regulations and forms.
- Demonstrates ability to integrate technology into the everyday workflow is necessary.
- Demonstrates ability to implement new technologies.

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

- Demonstrates ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.

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

INTERPERSONAL SKILLS:

- Exhibits excellent interpersonal and communication skills, with a commitment to diversity, equity, and inclusion in education.
- Exhibits ability to work independently with management guidance.
- Exhibits a passion for promoting educational equity, and addressing the systemic barriers faced by historically marginalized student populations.
- Demonstrates ability to collaborate effectively with community partners and educators to foster a sense of belonging and relevance in student learning.
- Exhibits excellent customer service and communication skills with an educator and student-centered focus.
- Exhibits ability to build rapport with others and to serve diverse publics.
- Demonstrates ability to work effectively and collaboratively with other departments, agencies, and individuals.
- Recognizes the role student motivation and engagement play in literacy instruction and learning.
- Recognizes that family, caregiver, and a student culture are instrumental to their literacy learning.
- Demonstrates ability to cultivate trust and take a nonjudgmental, non-competitive approach in working with others.

PHYSICAL DEMANDS:

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

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk, see and hear. The employee is occasionally required to stoop, kneel, crouch, crawl and reach with hands and arms. The employee is continuously repeating the same hand, arm or finger motion many times. The employee must occasionally lift and/or move up to 35 pounds such as books and training material. Specific vision abilities required by this job include close vision, distant vision and the ability to adjust focus. This position may require extended virtual time on conferencing software and may require the individual to travel and/or drive to various off-site locations. The position requires the individual to sometimes work irregular or extended work hours and meet multiple demands from several people.

ENVIRONMENTAL ADAPTABILITY:

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

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

FUNCTIONS OF POSITION DESCRIPTION:

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

This position description is not a contract for employment.

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

TERMS:

Contract, salary, and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. This is a grant funded position; continuation of this position relies on the continued grant funding. 210 days annually. Starting salary ranging (dependent upon experience) from \$83,024 – \$102,035.

Washtenaw Intermediate School District is a drug-free workplace.

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

TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: December 10, 2024

RE: Retirement Notification

Attached please find Michael Corley's retirement letter, effective August 31, 2025. Michael has been employed with the WISD since December 10, 2018, as a Teaching Assistant in our Local Based Dexter Program.

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

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

From: Michael Corley <mcorley@washisd.net>
Sent: Saturday, November 23, 2024 11:52 AM
To: Sarah Igonin; Nicole Hubler; Cassandra Harmon-Higgins
Subject: Retirement

Hello gang--

Michael Corley here to announce that I am going to officially retire at the end of the 2025 calendar school year, August 31, 2025.

It has been a joy, and a heart warming experience working with the students and staff that has crossed my path the last 5-6 years while employed at WISD.

I will continue to do the best of my abilities to serve our students thru this school year, and continue to help them and myself grow and learn from each other.

I want to thank all that have supported my while employed at the WISD, and would not change a thing. (Except to be able to continue for a couple of more years).

Everyone please have a safe and healthy Holiday Season, and the remainder of the school year.

Thanks to all--regards,

Michael B. Corley 11/23/2024

TO: Naomi Norman, Superintendent of WISD

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

DATE: Dec. 10, 2024

SUBJECT: Revised YCS Head Start Contract

Our agency has met with Ypsilanti Community Schools and Mr. Roy Henley to revise the 2024-2025 Head Start Sub-Recipient Contract on three different occasions since the start of this school year. The version we have provided you shows you the agreed upon revisions in the body of the contract (bright yellow) and then specifically with Mr. Henley's recommendations to edit Exhibit P, which was agreed to be lengthy and redundant in certain circumstances. We are requesting to have this new version approved and once edited properly with all highlights and deletions removed we will present the new version to YCS for their approval and signature. I would like to thank the WISD EC Leadership Team for reviewing this document, the YCS Leadership Team for agreeing to the changes and to Mr. Henley for his dedication to detail. It was a team effort to get this done.

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

Sub-Recipient Agreement

Washtenaw Intermediate School District

Ypsilanti Community Schools

Head Start/Early Head Start

Program Year 2024 - 2025

TABLE OF CONTENTS

GENERAL PROVISIONS

1. Authority of Agreement.....1

2. Payments and Invoices.....1

3. Status of Parties.....1

4. Purpose of Agreement.....2

5. Term.....2

6. Exhibits Incorporated by Reference.....2

7. Special Condition.....3

FUNDING

8. Agreement Amount.....3

9. Non-Appropriation; Reduced Funding 11

10. Budget.....12

PROGRAM REQUIREMENTS

11. Program Options.....12

12. Operating Year.....12

13. First Day of Attendance.....12

14. Number of Children Served.....12

15. Eligibility, Recruitment, Selection, Enrollment, and Attendance (“ERSEA”).....12

16. Full Enrollment Initiative & Reserve Slots.....14

17. Class Size and Ratios.....	15
18. Class Schedule, Calendar, and Duration.....	15
19. Classroom Placement.....	15
20. Education Services.....	15
21. Coaching.....	16
22. Parent Access.....	17
23. Nutrition and Meals.....	17
24. Meetings	17
25. Family and Community Engagement.....	17
26. Mental Health and Behavioral Supports.....	18
27. No Fee.....	19
28. Suspension and Expulsion.....	19
29. Sub-Recipient Staffing.....	20
30. Locations and Licensing of Program Facilities.....	22

HUMAN RESOURCES AND CONDUCT

31. Human Resource Management.....	23
32. Code of Conduct.....	23
33. Confidentiality.....	23
34. Nondiscrimination.....	24
35. Compliance with Laws.....	24
36. Policies and Procedures.....	24
37. Sub-Recipient Personnel.....	24

38. Certifications of Teachers and Other Staff.....	25
39. Nepotism.....	25
40. National Labor Relations Board Certification.....	26

ACCOUNTING AND FINANCIAL MANAGEMENT

4041. Agreement Limited to Head Start Funds.....	26
4142. Invoices for Payment.....	26
4243. Close-Out.....	26
4344. Financial Management System.....	26
4445. Other Income and Funding.....	26
4546. Disallowed Costs.....	27

REPORTING, OVERSIGHT AND RECORDKEEPING

4647. Reporting Requirements.....	27
4748. Audit and Monitoring.....	27
4849. WISD Oversight and Audit of Programs.....	28
4950. Access to Records; Site and Personnel.....	28
5051. Public Access.....	29
5152. Record Retention.....	29
5253. Reporting of Salaries and Wages.....	29

CORRECTIVE ACTION, REMEDIES AND APPEAL PROCESS

5354. Procedure for Corrective Action.....	30
5455. De-obligation of Funds.....	31
5556. Early Termination of Agreement.....	31
5657. Liability; No Waiver.....	32
5758. Sub-Recipient Appeal Procedure.....	32

5859. Property.....	32
5960. Insurance.....	33
6061. Delegation/Subcontracting/Assignment.....	33
6162. No Third-Party Obligations.....	33
6263. Indemnification.....	33
6364. Press Release and Communication.....	33
6465. Entire Agreement/Modifications.....	34
6566. Severability.....	34
6667. Titles.....	34
6768. Waiver.....	34
6869. Attorney’s Fees.....	34
6970. Michigan Law.....	34
7071. Venue.....	34
7172. Notices.....	34
7273. Authority.....	34
7374. Time is of the Essence.....	34
7475. Definitions.....	35

EXHIBITS

Exhibit A: Reimbursement Request.....	36
Exhibit B: Contacts Roster.....	37
Exhibit C: Monthly Report Checklist/Within 24 Hours Reporting Requirements/Incident Reporting Form.....	38
Exhibit D: Drug-Free Workplace Requirements Recipients Other Than Individuals.....	45
Exhibit E: Insurance Requirements.....	48
Exhibit F: Confidentiality of Participant Records.....	49
Exhibit G: Standards of Conduct.....	50

Exhibit H: Health and Safety Protocols and Health Screening Requirements.....51

Exhibit I: Transportation Services.....53

Exhibit J: Inventory.....54

Exhibit K: Public Complaints and Grievances.....55

Exhibit L: Program Calendar.....56

Exhibit M: WISD Selection Criteria.....58

Exhibit N: U.S. Department of Health and Human Services Compendium or Required Certifications and Assurances.....63

Exhibit O: WISD Head Start/Early Head Start By-Laws.....68

Exhibit P: Sub-Recipient Appeal Procedure.....72

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

This Sub-Recipient Agreement ("Agreement") is made and entered into effective **July 1, 2024**, by and between **Washtenaw Intermediate School District**, a Michigan education administrative agency located at 1819 S Wagner Rd, Ann Arbor, MI 48103, ("WISD" or "Recipient") and **Ypsilanti Community Schools** ("YCS" or "Sub-Recipient"), a Michigan public school Sub-Recipient organization located at 1885 Packard St., Ypsilanti, MI 48197.

GENERAL PROVISIONS

1. **Authority for Agreement.** Authorization for the Head Start program and Early Head Start program (EHS) is contained in the Head Start Act, Public Law 110-134 and 42 USC § 9801, et seq., (the "Act" or "Head Start") and implementing regulations, including 45 CFR Parts 1301-1305 and 2 CFR Part200.
2. **Payments & Invoices:** The total funds being allocated to SUB-RECIPIENT for full and satisfactory performance of this Agreement shall not exceed the following:

Funding Allocation:

Funding Slots	Head Start Federal Share				Total Federal Award	Non-Federal Share Requirement	
	Basic	T&TA	COLA	QI			
229	Full Day Duration	\$6,700	TBD	TBD	TBD	\$2,176,178	\$540,045

3. **Status of Parties.**
 - a. WISD is a recipient of the Office of Head Start ("OHS"), Administration for Children and Families ("ACF"), US Department of Health and Human Services ("HHS"), Award Number 05CH012694-01-00 Catalog of Federal Domestic Assistance ("CFDA") number 93.600, to fund WISD's Head Start/Early Head Start Program to provide ongoing comprehensive child development services to benefit eligible children and their families ("Program") and which is the primary subject of this Agreement. Pursuant to this Agreement, WISD shall determine Program eligibility, maintain ultimate authority for all decision-making related to the Program, conduct oversight of Program operations, adhere to applicable Federal requirements, and use Federal funds to carry out the Program.
 - b. Sub-Recipient certifies that it has the requisite skills and expertise necessary to carry out its obligations as set forth in this Agreement under the terms and conditions set forth herein. **The Recipient will be working closely with the Sub-Recipient to ensure that the specialists positions that the Sub-Recipient will be responsible for, will be supported by the Recipient in this 2024-2025 school year to aide in the transition.**
 - c. It is expressly understood between the Parties that Sub-Recipient is an independent contractor and separate business entity from WISD, and neither Sub-Recipient nor its officers, employees, or agents are employees **or co-employees** of WISD. Nothing in this Agreement shall be construed as a joint venture, Sub-Recipientship, or other similar arrangement. WISD shall have no liability as an employer arising from or

relating to Sub-Recipient's performance of this Agreement and does not assume any debt, obligation, or contracts or Sub-Recipient.

4. Purpose of Agreement

The provisions of 45 CFR Part 1303.31(b) require that delegation of program operations under a Head Start grant be formalized by written agreement between the Recipient and Sub-Recipient and that such delegation be approved by the responsible HHS official. Consistent with the Head Start Act of 2007, Section 637(3); 45 CFR Parts 75.210 and 75.333 and Appendix II thereto, this written agreement shall contain specific information and requirements for the Sub-Recipient program's operation to ensure comprehensive services are provided to all families in the program. This AGREEMENT also contains specific terms and conditions which are required in the Head Start Performance Standards, 45 CFR Part 1301 through 1305, as well as 45 CFR Part 75.352.

5. Term

The term of this Agreement shall be from **7/01/24-6/30/2025** with no guarantee of renewal and subject to early termination as set forth herein. No funds identified in this Agreement shall, without advance written approval of WISD, be obligated before the beginning of the term or after the end of the term, except for invoices which may be submitted up to, but not more than, sixty (60) days after termination of this Agreement.

6. Exhibits Incorporated by Reference

This Agreement includes the following exhibits, each of which is attached hereto **for reference purposes, unless otherwise expressly stated and incorporated herein by reference.** Sub-Recipient shall be responsible for knowledge of their contents and compliance therewith.

Exhibit A – Reimbursement Request

Exhibit B - Contacts Roster

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

Exhibit D – Drug Free Workplace Requirements Recipients Other Than Individuals

Exhibit E - Insurance Requirements

Exhibit F - Confidentiality of Participant Records

Exhibit G - Standards of Conduct

Exhibit H - Health and Safety Protocols and Health Screening Requirements

Exhibit I - Transportation Services

Exhibit J - Inventory

Exhibit K – Public Complaints and Grievances

Exhibit L - Program Calendar

Exhibit M – WISD Selection Criteria

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

Exhibit O – WISD Policy Council By Laws

Exhibit P – Sub-Recipient Appeal Procedures

7. **Special Conditions**

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

FUNDING

8. **Agreement Amount**

Subject to the terms and conditions herein, and contingent upon WISD's receipt of funds for the operation of the Program, the total funds allocated to Sub-Recipient for full and satisfactory performance of this Agreement, or the "federal share," shall not exceed [\$1,962,922] over a 12-month (July 2024 - June 2025) period or [\$8,882] per HS child per year, and Sub-Recipient's expected in-kind contribution to the cost of operating the Program, the "non-federal share," shall be approximately [\$490,731] (25%). Administrative costs are limited to no more than 10% of the cost of the agreement, or [\$196,292].

For EHS, the "federal share" shall not exceed [\$213,168] over a 12-month period (July 2024 - June 2025) or [\$26,646] per EHS child per year. Sub-Recipient's expected in-kind contribution to the cost of operating the Program, the "non-federal share" shall be approximately [\$53,292] (25%). Administrative costs for EHS are limited to no more than 10% of the cost of the agreement, or [\$21,317].

- a. Program funding shall meet the requirements of 45 CFR § 1303.4 and the valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR §75.306.
- b. WISD shall allocate funds to Sub-Recipient for **full and** satisfactory performance of this Agreement and based only on proven enrollment figures.
- c. Sub-Recipient will not be separately reimbursed for Program-related expenditures and costs. WISD's financial obligation under this agreement is subject to the per child funding limitation set forth herein.
- d. Recipient budget and Sub-Recipient's Budget and Cost Allocation Plan, and in accordance with all applicable Federal, State, and local laws and regulations, and Recipient policies and procedures. Exhibit A, Funding/Services, denotes amounts for Basic and T&TA funding, non-federal match, child days of operation, and number of children to be served.
- e. **Travel Expenses:** If Sub-Recipient is a public agency, expenses charged for travel shall not exceed those allowable under the customary practice in the government of which the Sub-Recipient is a part. If Sub-Recipient is a non-public agency, expenses charged for travel shall not exceed those which would be allowed under the rules governing official travel by the Recipient and/or IRS regulations for mileage or per diem.
- f. **Payments to Sub-Recipient:** Recipient shall make payment under this Agreement only after timely receipt of Sub-Recipient's Monthly Reimbursement Report and Recipient shall make payment only for allowable, reasonable and necessary expenditures, which shall be consistent with the approved budget and cost allocation plan and in the format determined by Recipient. Such reports

must be complete, accurate and reflect the financial activity of the period covered by the invoice. Sub-Recipient's may submit a written request for an advance equal to the current month's unreimbursed expenditures and the anticipated expenditures for the next five (5) days. This request may be submitted no more than twice a month.

- g. **Final Budget Amendments:** Final budget amendments are due to Recipient by April 1 of the contract year. A budget revision is required for rebudgeting between categories that would exceed the lesser of \$15,000 or 10% of the line item category. All allowable obligations incurred in the performance of this Agreement must be reported to Recipient within thirty (30) calendar days following the termination of this Agreement to be binding upon Recipient for reimbursement. All obligations must be liquidated within sixty (60) calendar days and reported to Recipient in Sub-Recipient's final reimbursement report due July 1. Failure to report such obligations, liquidations and/or debts shall be the sole liability of Sub-Recipient. Any and all other Federal, State and Local government policies and procedures affecting the Head Start program and its operation; i.e., Davis-Bacon Act, McKinney/Vento Act, Child and Adult Care Food Program (CACFP), etc.
- h. **Federal Share:** As specified in 45 CFR Part 1303.4, Federal financial assistance granted under the Head Start Program shall not exceed eighty percent (80%) of the total cost of the program. Recipient shall allocate funds as specified to Sub-Recipient for full and satisfactory performance of the program to be performed under this Agreement, consistent with the service proportions as specified herein. The stated amount shall not be increased or decreased without the prior written approval of Recipient, and any approved revised allocation shall be identified by an approved budget modification. By April 1, the Sub-Recipient will provide the Recipient with written notice of any current program funds that it does not expect to be obligated by August 31 of the contract year.
- i. **Local Share:** Sub-Recipient shall contribute the amount specified in Exhibit A as the local contribution to the Head Start Program as specified herein. If the Federal share of the program cost is increased or decreased, the local contribution shall be adjusted accordingly and Exhibit A shall be revised to reflect the changes. If the local share is not met, the Federal share will be decreased accordingly. The factors affecting the allowability of matching expenditures (whether cash or in-kind) are the same as for Federal expenditures in that the costs must be allowable, necessary, reasonable, and allocable for the accomplishment of the project objectives under the cost principles (45 CFR Part 75). The valuation of local contributions and accounting therefore shall conform to the provisions of 45 CFR Part 75.306. The non-Federal share shall not be required to exceed twenty percent (20%) of the total cost of the program as specified in 45 CFR Part 1303.4. The monthly non-federal share must be reported in the reimbursement report due on the 10th of the second month. For example, the non-federal share for the month of March is due to be reported no later than in the reimbursement report for April due by May 10th. Non-Federal share reports must be submitted with the monthly reimbursement requests (Exhibit E).
- j. **Standards for Sub-Recipient Agency Financial Management Systems:** Sub-Recipient shall establish such fiscal controls and fund accounting procedures as required by OHS and Recipient and shall meet the requirements of 45 CFR Part 75 – Sub Part D – Standards for Finance and Program Management in its financial management systems specifically including, but not by way of

limitation, the following standards:

- i. **Financial Reporting:** Accurate, current, timely, and complete disclosure of the financial results of the Head Start Program shall be made in accordance with the provisions of this Agreement. Reports to be submitted by Sub-Recipient to Recipient are specified in Exhibit E. Recipient may require Sub-Recipient to submit additional reports. Financial reporting shall be maintained in such a manner as will minimize audit exceptions.
- ii. **Separate Accounting:** Sub-Recipient shall keep a separate accounting for the funds provided under this Agreement, and no part of any funds advanced shall be commingled with other funds of Sub-Recipient. Private Non Profit agencies shall establish and maintain a separate interest bearing bank account for the deposit of all funds pursuant to this agreement. All advances shall be deposited in an FDIC bank account and any balance exceeding the FDIC coverage must be collaterally secured. Recipient shall have a lien upon all funds in said account which shall be paramount to all other liens, including, but not limited to, liens of other governmental agencies or by the direction of a trustee in bankruptcy.
- iii. **Accounting Records:** Accounting records shall identify adequately the source and application of funds for Head Start supported and related activities including State Preschool, and other related programs. These records shall contain information detailing fund allocation, authorizations, obligations, unobligated balances, assets, liabilities, income and expenditures. Accounting records shall be kept in accordance with accepted accounting practices to minimize audit exceptions.
- iv. **Internal Control:** The internal control system should provide for good oversight in reporting, separation of duties and good record keeping. Effective control and accountability shall be maintained for all Head Start funds, real and personal property as defined in 45 CFR Part 75 and other assets. Sub-Recipient shall adequately safeguard all such property and shall assure that it is used solely for authorized purposes. Interfund transfers are not allowable with Head Start/Early Head Start and any other funding source.
- v. **Budgetary Control:** Sub-Recipient shall be responsible for the budgeting and expenditure of Head Start funds in conformance with sound financial management standards, Recipient approval, and applicable regulations related to Head Start funds.
- vi. **Allowable Costs:** Sub-Recipient has been furnished a copy of 45 CFR Part 75 including Cost Principles and appropriate appendices. Sub-Recipient is responsible for establishing and maintaining written procedures for determining the allowability, necessity, reasonableness, and allowability of costs in accordance with those principles. Sub-Recipient shall only expend Head Start funds consistent with the purposes identified in the approved Budget and Cost Allocation Plan and shall not transfer funds except as provided herein. Head Start funds shall not be obligated by Sub-Recipient prior to, or after, the term of this Agreement.
- vii. **Documentation of Costs:** All costs shall be supported by proper documentation reflecting the procedures and provide an audit trail from the point in time where a purchase is requested to the issuance of the

check for payment. Executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the charge, pertaining in whole or in part to this Agreement, shall be clearly identified and readily accessible.

- viii. Income Generation: Sub-Recipient shall timely report to Recipient the source and amount of any income generated as a result of services and/or activities funded under this Agreement and shall abide by Recipient directives regarding the use of such income. Sub-Recipient shall not expend Agreement-related income unless or until authorized, in writing, by Recipient.
- ix. Claim Funds: Approved claims shall be paid only from funds granted to Recipient by Administration of Children and Families (ACF) pursuant to the Head Start program, and Sub-Recipient hereby waives any claim it may have against any other funds of Recipient. This Agreement is valid and enforceable only if sufficient funds are made available to Recipient by ACF for the purpose of conducting the program identified in this Agreement.
- k. **Assignments/Security for Loan:**
 - i. No performance of any of Sub-Recipient's obligations under this Agreement may be transferred by subcontract, assignment, delegation, or novation without the prior express written consent of Recipient. Any attempt by Sub-Recipient to assign, any performance of its obligations hereunder without the prior express written consent of Recipient shall be null and void and shall constitute a breach of this Agreement. Whenever Sub-Recipient is authorized to subcontract, Sub-Recipient, or assign, it shall include all the terms of this Agreement in each subcontract, delegation, assignment or novation. Recipient recognizes the need for the Sub-Recipient to use a contractor to fill absences/leaves within their programs (i.e. EduStaff) Any subcontractor, Sub-Recipient or assignee shall be subject to all applicable provisions of this Agreement, and all applicable Federal, State, and local laws and regulations. Under no circumstances will the subcontractor be considered a Sub-Recipient agency or Sub-Recipient or have any appeal of rights of a Sub-Recipient agency or Sub-Recipient. Sub-Recipient agrees to be held fully responsible to Recipient for the performance of any subcontractor, Sub-Recipient, or assignee.
 - ii. Without the prior express written consent of Recipient and ACF, this Agreement may not be used as security for a loan and is not assignable by Sub-Recipient either in whole or in part for such purposes.
- l. **Procurement:** Procurement activities of Sub-Recipient conducted under this Agreement shall comply with all applicable Federal and State procurement regulations, as well as other applicable Federal, State, and Recipient guidelines, procedures, and policies. Sub-Recipient agrees to assume all responsibility for such Sub-Recipient procurement activities and agrees to indemnify and hold Recipient harmless from any audit exceptions relative to a violation by Sub-Recipient on any procurement requirement.
 - i. Contracts for Professional Services: Pursuant to the provisions of 45 CFR Part 74.459 – Cost Principles, costs of professional services rendered by members of a particular profession or persons who possess a special skill, who are not employees of Sub-Recipient and who perform services on an intermittent or occasional basis, are allowable when

- reasonable in relation to the services rendered.
- ii. Equipment: Expenditures for equipment shall be approved by Recipient prior to the purchase of such equipment by Sub-Recipient. If equipment is approved in the annual budget, no further approvals are required. ~~If equipment is not included in the approved annual budget, Sub-Recipient shall obtain written approval of Recipient prior to purchasing the equipment.~~ If equipment is to be used for more than the Head Start Program, the cost shall be allocated based on an approved cost allocation plan. For the purpose of this Agreement, equipment shall be defined as an item, the cost of which is \$5000.00 or more, which has a useful life of one (1) year or more. If Sub-Recipient purchases vehicles in accordance with the Head Start Program, the pink slip shall identify Washtenaw Intermediate School District, as registered legal owner. Sub-Recipient must provide Recipient proof of insurance coverage and assurance that each individual operating the vehicle holds a valid drivers license and proof of insurance.
 - iii. Alteration or Renovation of Facilities: Alteration and/or renovation of facilities is allowable under this Agreement if such alteration and/or renovation has been included in the refunding application. If such approval was not granted in the annual refunding application, Sub-Recipient shall obtain the prior written approval of Recipient for expenditures that exceed \$5,000 and comply with 45 CFR Part 1303.40. Major renovation means any individual or collection renovation that has a cost equal to or exceeding \$250,000. It excludes minor renovations and repairs except when they are included in a purchase application. Alteration and/or renovation of facilities is considered to be work required to change the interior arrangements or other physical characteristics of an existing facility or installed equipment so that it may be more effectively utilized for the Head Start Program. Alteration and/or renovation may include work referred to as improvements, conversion, rehabilitation, remodeling, or modernization. Costs incurred for the following types of alteration and/or renovation are allowable:
 - iv. Changes to the physical characteristics of space, such as interior dimensions, surfaces, furnishings, and finishes;
 - v. Changes to the internal environment, such as modifications to the heating and ventilation systems;
 - vi. Installation or modification of utility services in a structure otherwise suitable for occupancy of Head Start staff or students;
 - vii. Modification of unfinished shell space to make it suitable for the Head Start Program operations. Such alteration and/or renovation costs may, with prior written approval of Recipient, be charged to the Head Start Program provided that:
 - viii. The building structure has a useful life consistent with project purposes and is architecturally and structurally suitable for conversion to the type of space required;
 - ix. The alteration and/or renovation is essential and no other suitable space is available within the area;
 - x. Where space is rented, Sub-Recipient shall secure a lease for a minimum of fifteen (15) years, but no less than ten (10) unless the Recipient waives this requirement.
 - xi. The costs incurred are consistent with the prior approval requirements,

- other provisions of the laws and regulations relating to the Head Start Program and HHS Grants Policy Statement.
- xii. If Head Start funds in excess of Fifteen Thousand Dollars (\$15,000.00) are used for all or part of the alterations and/or renovations carried out hereunder, Sub-Recipient shall require that the contract certify compliance with the Equal Employment Opportunity provisions of Executive Order 11246.
 - xiii. A Notice of Federal Interest (NOFI) is created for facility purchases, purchase of land to place facilities, and major renovations of facilities using Federal funds. Sub-Recipient's work with the Recipient for the appropriate recording and display of this notice on facilities.
 - xiv. A Notice of Federal Interest (NOFI) is created for leased facilities using Federal funds when the aggregate total of renovation and/or improvements on leased facilities exceed \$250,000.00.
 - xv. Alteration and/or renovation costs shall be limited to the costs of modifying existing space, utilities, and telephone services within a completed structure. Facility renovation records must be maintained for the life of the facility and until 3 years after disposition of the facility. A Notice of Federal Interest (NOFI) will be placed on the facility by the Recipient when cumulative renovation costs meet or exceed \$250,000.
- m. **Procurement Standards:** In procuring supplies, equipment, and services (including construction), Sub-Recipient shall abide by the regulations and standards of 45 CFR Part 75.327 through 75.335 and Appendix II, and all other applicable Federal, State, and local laws and regulations, including Recipient policies. Consistent with this regulation, Sub-Recipient shall maintain written procedures to meet the following standards:
- i. Conflict of Interest: No employee, officer or agent of Sub-Recipient shall participate in the selection, award or administration of a contract if any of the following has a financial interest under this Agreement:
 - ii. The employee or a member of his/her immediate family;
 - iii. His/her Sub-Recipient;
 - iv. An organization in which any of the above is an officer, agent or employee; or
 - v. A person or organization with which any of the above individuals has any arrangement concerning prospective employment or compensation.
 - vi. Free Competition: Procurement transactions shall be conducted in a manner to provide, to the maximum extent possible, full and open competition. Sub-Recipient shall be alert to organizational conflicts of interest or noncompetitive practices among contractors which may restrict or eliminate competition or otherwise restrain trade.
 - vii. Exclusions: A contractor that develops or drafts specifications, requirements, a statement of work, an invitation for bids, or a request for proposals for a particular procurement by Sub-Recipient shall be excluded from competing for that procurement, unless Recipient waives this requirement and secures the approval of the ACF Grant Officer to waive this requirement. Solicitations shall set forth all requirements that the bidder/offeror must fulfill in order for the bid/offer to be acceptable to Sub-Recipient and be evaluated. Sub-Recipient shall make awards to the most responsive and advantageous bidder/offeror after considering price and all other factors. Any or all bids may be rejected when it is in

Sub-Recipient's best interest to do so.

- n. **Procurement Procedures:** Sub-Recipient's procurement procedures shall be in accordance with 45 CFR Part 75.327 through 75.335 and Appendix II and all other applicable Federal, State, and local laws and regulations including Recipient policies and shall include the following:
- i. Needs Assessment: Sub-Recipient shall assess supply, equipment and service needs to assure that unnecessary or duplicate items are not purchased. Prior to procurement, consideration shall be given to available resources within Sub-Recipient's organization, donations from outside organizations and, where appropriate, lease and/or rental arrangements. Rental arrangements are subject to the requirements of 45 CFR Part 75.327 through 75.335 and Appendix II. The needs assessment shall be used to determine future program options.
 - ii. Procurement Descriptions: Solicitations for goods and services shall be based upon clear and accurate descriptions of the technical requirements for the material, product or service to be procured. Such description shall not, in competitive procurements, contain features which unduly restrict competition. "Brand name or equal" descriptions may be used as a means to define the performance or other requirements of procurement, and when so used, the specific features of the name brand which must be met by the bidder/offeror shall be clearly specified.
 - iii. Use of Small and Minority Businesses, Women's Business Enterprises and Labor Surplus Area Firms: Affirmative steps shall be taken by Sub-Recipient to assure that small, minority and women's business enterprises and labor surplus area firms are utilized whenever possible as sources of supplies, equipment, construction, and services.
 - iv. Selection of Contract Type: The type of contract to be used to cover a particular procurement shall be determined by Sub-Recipient. Contracts shall be made only with responsible contractors who possess the ability to perform successfully under the terms and conditions of the agreement. Consideration shall be given to contractor's integrity, record of past performance, financial and technical resources, or accessibility to necessary resources.
 - v. Sole Source Contracts - Prior Approval Required: Any proposed sole source contract must meet the applicable requirements for noncompetitive or sole source contracting. In addition, any proposed sole source contract in which the aggregate expenditure is expected to exceed one hundred fifty thousand dollars (\$150,000.00) shall be subject to prior by the Recipient and possible approval of the OHS Grants Officer. Recipient will notify Sub-Recipient when OHS approval is required and obtained. Contracts in excess of the applicable dollar amount, where only one entity submitted a proposal pursuant to an RFP, shall be considered sole source contracts and shall require the appropriate approvals. Requests for such approval shall be forwarded to the Recipient in writing at least sixty (60) calendar days prior to the required contract date. Recipient may, in its sole discretion, reject the request or forward it to the ACF Grant Officer.
 - vi. Price/Cost Analysis: Sub-Recipient shall make a price/cost analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold of \$150,000. However, Sub-Recipient must have

available a for Recipient review a rationale for all purchases for all procurement actions. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. Price analysis may be made by comparing price quotations, market prices, etc. Cost analysis is the review and evaluation of costs to determine reasonableness, allowability and allocability.

- vii. Records and Files: Sub-Recipient shall maintain procurement records and files for a minimum of three program years which shall include at least the following:
 - viii. Documentation of procurement solicitation and responses;
 - ix. Basis for contractor selection;
 - x. Justification for lack of competition when competitive bids or offers are not obtained;
 - xi. Documentation of the basis for the award cost or price; and,
 - xii. ACF and Recipient written approval, if required.
- xiii. Records may be required to be retained for more than the three year limitation based on Section 24, Record Retention. Records for real property and equipment must be retained for 3 years after final disposition.
- xiv. Contract Monitoring System: Sub-Recipient shall establish and maintain a system for internal contract monitoring to ensure contractor conformance with terms, conditions, and specifications of the contract.
- xv. Contract Provisions: All contracts of Sub-Recipient shall include provisions as may be required by 45 CFR Part 75.335 and Appendix II and other applicable Federal, State and local laws and administrative regulations, including Recipient policies.
- xvi. Copeland and Davis-Bacon Act: Contracts in excess of two thousand dollars (\$2,000.00) for construction or repair shall include a provision for compliance with the Copeland Act (18 USC 874 and 40 USC 276c), as supplemented by Department of Labor regulations (29 CFR Part 3) and the Davis-Bacon Act (40 CFR 276a to a-7). All suspected or reported violations shall be reported to Recipient by Sub-Recipient.
- xvii. Conflict of Interest:
 - 1. An officer, director, executive, or employee of Sub-Recipient shall not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole or in part by Recipient or Sub-Recipient. The Sub-Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. Supplies, materials, equipment or services purchased with funds provided under this Agreement shall be used solely for purposes allowed under this Agreement.
 - 2. Sub-Recipient shall avoid organizational conflict of interest, and its officers, directors, executives, and employees shall avoid financial and personal conflict of interest, potential for conflict of interest, and appearance of conflict of interest in the performance of this Agreement, in awarding financial assistance and in the conduct of procurement activities involving funds provided under this Agreement.
 - 3. Sub-Recipient shall establish safeguards to prohibit employees

or officers from using their positions for a purpose which could result in private gain, or gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties. To the extent permitted by the State or local law or regulations, such standards or conduct will provide for penalties, sanctions, or other disciplinary actions for violations of such standards.

4. Sub-Recipient shall abide by all applicable Federal and State laws and regulations and Recipient policies regarding conflict of interest.
- o. **PROPERTY:** Title to all property acquired by Sub-Recipient, in whole or in part, under contracts for the operation of Head Start Program shall vest in Recipient, subject to all applicable laws and regulations. Said property shall be subject to all rules, procedures, and restrictions as set forth in all applicable Federal, State, and local laws and administrative regulations, specifically including 45 CFR Part 75.318 and 75.327 . Any other provision of this Agreement notwithstanding, Sub-Recipient shall not make any improvement to real property in the amount of \$5,000.00 or more without advance written approval of Recipient.

9. **Non-Appropriation; Reduced Funding**

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

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

10. **Budget**

Sub-Recipient shall submit a Budget and a Budget Justification for Sub-Recipient's performance of this Agreement, using the template provided in Exhibit A. The deadline to submit a budget is Friday, August 30, 2024.

PROGRAM REQUIREMENTS

11. **Program Option**

The program option to be implemented will be center based.

12. **Operating Year**

The operating year shall be from **July 1, 2024, to June 30, 2025**, and must operate minimally for 1022 hours in a program year for Head Start (if four days a week), as set forth in Exhibit A.

13. **First Day of Attendance**

The first day of attendance in the Program ~~is will begin on~~ **September 3, 2024**.

14. **Number of Children Served**

The number of children to be served will be [221 Head Start eligible children and 8 Early Head Start eligible children], as set forth in Exhibit A. Failure by Sub-Recipient to achieve and/or maintain Full Enrollment may result in reallocation of slots and a corresponding funding reduction, and/or reduction and reassignment of recruitment areas. Reallocation of slots and reassignment of areas are at the discretion of WISD. Reduction or failure to meet the enrollment will result in a reduction in monthly reimbursement.

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

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

- a. **Eligibility** FSS shall determine eligibility based on Head Start requirements and WISD selection criteria for all interest forms submitted through the Help Me Grow Washtenaw website ~~or Child Plus~~. The WISD enrollment team will support the family to complete the application. WISD shall only enroll in the Program children who meet eligibility requirements, including age, residency and household income thresholds and identified eligibility requirements, as set forth in 45 CFR § 1302.12 and as published by OHS.
- b. **Recruitment** WISD and Sub-Recipient shall recruit only eligible children residing within their assigned service area, as set forth in Exhibit A. The Sub-Recipient shall provide high-quality child development services and programs for WISD Head Start to those participants and families residing within Washtenaw County and service area as noted in the Notice of Award. Service area boundaries are determined by Washtenaw County and a portion of the bordering counties within the boundary of the Washtenaw Intermediate School District.
- c. **Selection** WISD will maintain the prioritization list for selection consideration. The WISD ERSEA Specialist in collaboration with the Sub-Recipient FSS and Program Director and or designee will select children for enrollment according to WISD ERSEA policies and procedures, to include selection criteria. All copies of eligibility documentation shall be stored in ChildPlus kept at a central location

determined by WISD.

- i. Selection criteria are created by WISD utilizing community needs assessment data and approved by the Policy Council and the WISD Board of Education.
 - ii. Selection criteria for Program Year 24-25 can be found as Exhibit M.
 - iii. A viable wait-list will be maintained by the Sub-Recipient.
- d. **Enrollment** WISD and Sub-Recipient will work together to demonstrate and maintain Full Enrollment and ensure any vacancies are filled within 30 days. A vacancy is considered filled when the newly enrolled child attends their first day of Head Start. Failure to maintain Full Enrollment will constitute a breach of this Agreement, which is cause for WISD to pursue any of the remedies as referenced in Section 13 of this agreement. Full Enrollment is defined by the ability of the Sub-Recipient to not fall below 97% enrolled for four consecutive months and also filling a vacant slot within a 30-day window. Sub-Recipient shall provide WISD all records on Program enrollment and attendance as required by Exhibit C. All such records shall be available upon request to WISD, including WISD designated accountants, monitors and auditors.
 - i. Sub-Recipient agrees that WISD is not obligated to fill any vacant slots not deemed part of this Agreement.
- e. **Enrollment of Children with Disabilities** Sub-Recipient shall enroll and maintain at least ten percent (10%) of the total number of total allocated slots per this agreement with children with disabilities as defined in 45 CFR § 1302.14(b)(I), and who are identified with a current Individual Education Plan ("IEP"). In addition, Sub-Recipient shall adhere to all requirements of services related to children with disabilities as set forth in 45 CFR § 1302 Subpart F.
 - i. It is a program requirement that a pre-placement meeting be conducted to determine the most appropriate placement for each child with an IEP considered for enrollment. A pre-placement meeting will be conducted with the Sub-Recipient Director (and/or assigned designees) and the WISD's Disability Manager and will include participation of Sub-Recipient staff.
 - ii. Sub-Recipient shall provide program services inclusive of children with disabilities, consistent with their IEP and provide an appropriate environment and adult guidance for the participation of children with special needs. Documentation of classroom observations will be entered into ChildPlus.
 - iii. On 01/22/2020 the Administration of Children and Families published ACF-IM-HS- 20-01: Inclusion of Children with Disabilities, which makes clear that the Office of Head Start expects that programs obtain the 10% percent requirement by midway through the program year.
- f. **Attendance and ADA** Sub-Recipient must track attendance for each child pursuant to 45CFR § 1302.16, utilizing the Child Plus system. When program-wide the monthly Average Daily Attendance ("ADA") falls below 85% of Full Enrollment, Sub-Recipient will provide WISD with an analysis of the causes for absenteeism and take appropriate action as set forth in this section. As set forth in 45 CFR § 1302.16 Attendance (b) If a program's monthly average daily

attendance rate falls below 85 percent, the program must analyze the causes of absenteeism to identify any systematic issues that contribute to the program's absentee rate. Attendance will be tracked in Child Plus by the Sub-Recipient on a daily basis and monitored by the WISD on a monthly basis. This will be reviewed by Sub-Recipient FSS staff on a weekly basis. Sub-Recipient will provide WISD bi-monthly accounting (due by the 1st and 15th of each month to the WISD's ERSEA Specialist) of each participant's attendance. Why is necessary? These documents should be made available to the WISD upon request.

- i. The Sub-Recipient FSS must implement a process to ensure children are safe when they do not arrive at school. If a child is unexpectedly absent and a parent has not contacted the program within one hour of program start time, the program must attempt to contact the parent to ensure the child's well-being.
- ii. The Sub-Recipient FSS must implement strategies to promote attendance. At a minimum the FSS must:
 1. Provide information about the benefits of regular attendance. At parent meeting, orientation, newsletters and through other forms of communication (upload evidence into ChildPlus).
 2. Support families to promote the child's regular attendance.
 3. Send out monthly attendance letters informing parents of child ADA when the child falls below 85% (upload into ChildPlus).
 4. Work with family to establish attendance improvement plans and provide resources/information to help the families attendance (upload into ChildPlus).
 5. **If the Recipient knows in advance**, if a child plans to be absent for more than 2 weeks a notice of absence form should be filled out and sent to the WISD staff for approval.

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

16. **Full Enrollment Initiative & Reserve Slots** Failure to achieve and/or maintain Full Enrollment may result in a reallocation of slots and corresponding funding reduction. **Reallocation of slots and reassignment of areas are at the sole discretion of WISD.** This measure will be taken as a last resort measure to ensure the WISD retains the Federal Recipient status.

- a. Open vacancies will be filled as soon as possible, but no later than 30 days, enrollment practices/actions should be continuous and ongoing throughout the course of the program year. The WISD and the Sub-Recipient collaborate to recruit, conduct on-going recruitment, and have a waitlist of eligible children on stand-by.

- b. The WISD and the Sub-Recipient will collaborate to recruit, conduct on-going recruitment of teachers and assistant teachers.
- b. Under Head Start Performance Standard 1302.15(c), the program may reserve one or more enrollment slots for children experiencing homelessness and children in foster care, when a vacancy occurs. No more than three percent of a program's funded enrollment slots may be reserved. If the reserved enrollment slot is not filled within 30 days, the enrollment slot becomes vacant and then must be filled.
- c. Sub-Recipients will communicate with WISD's ERSEA Specialist if it is their intent to reserve a slot. **This slot must be filled within 30 days.**

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

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

18. **Class Schedule, Calendar and Duration** Sub-Recipient shall ensure that class operations meet the minimum daily, weekly, and annual requirements set forth in 45 CFR §1302.21(c)(1). Sub-Recipient shall not deviate from the operating year or the approved Program calendar, attached hereto as Exhibit K, without advance written approval of WISD. The Sub-Recipient must submit a calendar to the WISD by August 1st for approval. If Sub-Recipient seeks to change the length of the operating year, or deviate in any manner from the approved calendar, Sub-Recipient shall obtain the written approval by WISD at least thirty (30) days before the date the requested change is to take effect. Exclusions will be granted for children that have a documented variation of attendance through an IEP.

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

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

- a. Consistent with 45 CFR § 1302.5 I, the WISD in collaboration with the Sub-Recipient must offer a parenting curriculum throughout the program year at the Sub-Recipient location.
- b. In collaboration with each child's parent and with parent consent, conduct a developmental screening using the Ages and Stages Questionnaire and a social-emotional screening using the Devereaux Early Childhood Assessment for each child within forty-five (45) days of enrollment.
- c. Conduct a developmental assessment for each child three (3) times per program year following agreed upon timeline using COR Advantage. Sub-Recipient will utilize COR Advantage to develop and maintain an Individual Child Portfolio that includes work samples and child observations for each rating period.
- d. Create a weekly lesson plan that demonstrates fidelity to curriculum and utilizes results of developmental screenings, on-going observations, and results of the child assessment. The weekly plan will include parent input via individualized School Readiness Goal, changes to the environment, transitions with embedded learning activities, and activities for both individual children and groups of children. Lesson Plans will be completed using COR Advantage.
- e. Sub-Recipient teachers will conduct two (2) 60- minute home visits and two (2) parent-teacher conferences per year consistent with 45 CFR§ 1302.34(b)(7). The initial home visit must take place prior to the start of the program year. The purpose of educational contacts in the form of home visits and parent teacher conferences is to establish a strong home-school connection, collaborate with parents on school readiness goals and discuss developmental screenings. Home visits may take place at a program site or another safe location that affords privacy at the parent's request, or if a visit to the home presents significant safety hazards for staff.
- f. Recipient recognizes that innovative practices are being used within the Sub-Recipient's day and that with collaboration these supplemental curriculum initiatives will be permitted with prior approval from WISD.

21. **Coaching** WISD's Early Childhood Specialists will utilize a research-based, coordinated coaching strategy, Practice Based Coaching, for education staff that:
- a. Assesses all education staff to identify strengths, areas of needed support, and which staff would benefit from intensive coaching.
 - b. Provides intensive coaching to education staff identified through the above process and includes opportunities to be observed, work collaboratively to create goals, implementation support and modeling of effective teacher practices.
 - c. Provide opportunities for education staff not identified for intensive coaching through the above process to receive other forms of research-based professional development.

22. **Parent Access** Sub-Recipient shall provide parents **unlimited reasonable** access to their children enrolled in the Program and to authorized persons caring for their children during the normal hours of operation and whenever the children are in the care of Sub-Recipient, **subject to district policies.**

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

24. **Meetings** Sub-Recipient must attend WISD Meetings according to exhibit O and other meetings called for by the WISD regarding the operations of Head Start.

25. **Family and Community Engagement**

- a. **Family Sub-Recipient Agreement (FPA)** Sub-Recipient Family Support Specialists will be responsible for creating and tracking the completion of the FPAs.
- b. **Community Referrals** The Sub-Recipient Family Support Specialists will offer appropriate community referrals when it is determined that support is needed with Families. The Sub-Recipient Family Support Specialists will input all referrals into ChildPlus. Sub-Recipient Family Support Specialists will follow-up on referral outcomes. If Sub-Recipient initiates referrals directly with family, Sub-Recipient will ensure the same process of documentation is followed.
- c. **Emergency Items** The Sub-Recipient will direct any emergency needs items, such as food vouchers, emergency clothing, or shoes to Sub-Recipient Family Support Specialist.
- d. **Family Outcomes** The Sub-Recipient Family Support Specialists will administer a family outcomes survey. The results of the survey will be shared with the Sub-Recipient and may be used to inform activities described in the Parent, Family and Community Engagement Framework (PFCE).
- e. **Family Strengths, Needs & Interest Survey** The Sub-Recipient Family Support Specialist will administer this survey during intake. The results of the survey will be shared with the Sub-Recipient, who will use it to plan meaningful and individualized workshop and trainings for families. WISD will use the results to plan parent engagement opportunities, which will be

available to Sub-Recipient families. Sub-Recipient Family Support Specialists will use the results to support families in developing a meaningful FPA goal.

- f. **Parent Orientation** Sub-Recipient programs with support from the WISD will host a parent orientation prior to the program start date.
- g. **Parent Committee** Each site must have a parent committee comprised of parents at the site. The Sub-Recipient Family Support Specialist will coordinate this with the Sub-Recipient site director or building administrator.
- i. **Policy Committee** The Sub-Recipient will coordinate a Policy Committee that allows for each location to have representation on this Sub-Recipient wide committee that meets monthly from Oct. – June of each school year. The Recipient can provide guidance/training to the Sub-Recipient about this very important governance committee.
- h. **Policy Council** Sub-Recipient FSS will facilitate the election of a parent from Policy Committee to represent parents on the Policy Council in accordance with the WISD Head Start Policy Council By-Laws (please see Exhibit O).

26. **Mental Health and Behavioral Supports** WISD will work in Sub-Recipientship with Sub-Recipient to promote children's mental health, social and emotional well-being, and overall health, including securing mental health consultation services, and identifying and providing behavioral supports for children displaying challenging behaviors, and other social, emotional, and mental health concerns, **to the extent permitted and authorized by law and as full described below.**

- a. Sub-Recipient will provide support for effective classroom management and positive learning environments and will ensure supportive teacher practices in alignment with the High Scope Curriculum. WISD will work to complement any existing classroom supports and teaching strategies that Sub-Recipient has established through their organization's standard operating procedures.
- b. In cases where the Sub-Recipient's standard operating procedures run counter to the Head Start Act, Performance Standards, and/or developmentally appropriate practice (DAP) the Performance Standards and DAP will take precedence.
- c. When concerns about a child's social, emotional, or mental health arise, the Sub-Recipient classroom staff must conduct observations, take anecdotal notes, and gather relevant documentation. Sub-Recipient staff will meet with parents and/or guardians to discuss concerns and obtain any added information. Concern will be documented in ChildPlus under Mental Health and individualized supports/strategies will be documented in weekly lesson plans
- d. If the challenges continue, the WISD Early Childhood Specialist (ECS) will observe the classroom. The ECS will meet with Sub-Recipient Staff to debrief the observation, reflect on the results of the observation, and collaborate on next steps. This follow up observation will be documented under the original concern as a follow up activity. Adjustments to individualized supports/strategies will be made in weekly lesson plans.

- e. If it is determined that additional support is needed, Sub-Recipient's staff and/or ECS will submit a mental health referral form to the Mental Health/Behavior Specialist. The Mental Health/Behavior Specialist will conduct a classroom observation. Strategies and implementation support will be provided by the Specialist in collaboration with the ECS. This will be documented as follow up in Child Plus.
- f. If further support is needed, a Behavior Intervention Plan may be developed in collaboration with the parent or legal guardian.
- g. In addition, a referral for an Early Childhood Mental Health Consultant may be utilized to provide additional educationally appropriate behavioral/health services interventions for a program and/or an enrolled child if needed. Documentation of services will need to be submitted into ChildPlus under the Mental Health appropriate section of the Child File.

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

28. **Suspension and Expulsion** Pursuant to 45 CFR § 1302.17, Sub-Recipient must prohibit or severely limit the use of suspension due to a child's behavior. Such suspensions may only be temporary in nature and must follow 45 CFR 1302.1 7(a) (2-4). Additionally, the Sub-Recipient cannot expel an EHS/HS child because of the child's behavior except as a last resort and then, only in accordance with the provisions set forth herein; however pursuant to 45 CFR I 302. 1 7(b)(3) if the child's continued enrollment presents continued threat of safety, Sub-Recipient and WISD will work together to facilitate the transition of the child to a more appropriate placement. In all cases Sub-Recipient should make documentation (in ChildPlus) of behaviors and interventions provided a top priority. Documentation makes communication between the Sub-Recipient and the WISD seamless.

a. Suspensions:

- i. A temporary suspension must be used only as a last resort in extraordinary circumstances where there is a serious safety threat that cannot be reduced or eliminated by the provision of reasonable modifications.
- ii. Before a Sub-Recipient determines whether a temporary suspension is necessary, a program must engage with a Mental Health/Behavior Specialist and assigned Early Childhood Specialist, show that provided behaviors strategies have been implemented consistently and are not working, collaborate with the parents, and utilize appropriate community resources - such as behavior coaches, LEA, psychologists, other appropriate specialists, or other resources - as needed, to determine no other reasonable option is appropriate.
- iii. When a child exhibits persistent and serious challenging behaviors, a program must explore all steps and document all steps taken to address such problems and facilitate the child's safe participation in the program. Such steps must include, at a minimum, engaging a mental health consultant, considering the appropriateness of providing appropriate services and supports under section 504 of the Rehabilitation Act to ensure that the child who satisfies the definition of disability in 29 U.S.C.§705(9)(b) of the Rehabilitation Act is not excluded from the program based on disability, and

- consulting with the parents and the child's teacher, and:
1. If the child has an Individualized Education Program ("IEP"), the program must consult with the agency responsible for the IEP to ensure the child receives the needed support services; or,
 2. If the child does not have an IEP, the program must collaborate, with parental consent, with the local agency responsible for implementing IDEA to determine the child's eligibility for services.
- iv. If a temporary suspension is deemed necessary, a program must help the child return to full participation in all program activities as quickly as possible while ensuring child safety by:
1. Continuing to engage with the parents and the Mental Health/Behavior Specialist and assigned ECS and continuing to utilize appropriate community resources.
 2. Developing a written plan to document the action and support needed.
 3. Determining whether a referral to a local agency responsible for implementing the Individuals with Disabilities Education Act ("IDEA") is appropriate.
- v. If, after the Sub-Recipient has explored all possible steps and documented all steps taken as described in paragraph (a) of this section, a program, in consultation with the parents, the child's teacher, the agency responsible for implementing IDEA (if applicable), and the ~~Disabilities Specialist~~ appropriate personnel determines that the child's continued enrollment presents a continued serious safety threat to the child or other enrolled children and determines the program is not the most appropriate placement for the child, the program must work with such entities to directly facilitate the transition of the child to a more appropriate placement.
- vi. Utilizing assessment tools and developmental screenings as well in consultation with the child's parents or guardians the Sub-Recipient should take every approach to create a culture that is preventative in nature. Seeking assistance from WISD's Disabilities Specialist, Mental Health Specialist, and ECS early on will help to reduce the number of children that are in danger of suspension.
- vii. Expulsions: Sub-Recipient cannot expel or un-enroll a child from the program because of a child's behavior except as a last resort.

29. **Sub-Recipient Staffing** Sub-Recipient shall recruit, select, and employ a sufficient number of classroom teachers and aides; and shall also recruit, select and maintain an adequate number of volunteers, in order to provide Head Start services to enrolled participants and to adequately supervise all facilities approved by WISD. The Sub-Recipient will also hire ERSEA, Health, Education, Mental Health, Disabilities, and Family Community Engagement Specialists **with all intent and purposes**. All Sub-Recipient staff and volunteers shall be adequately trained and meet the qualifications set forth in 45 CFR Part 1302 Subpart I and State laws and regulations. Sub-Recipient

shall ensure that all staff and volunteers have passed a background check and a criminal record clearance.

- a. Before hiring any personnel or contractors, including teachers, staff, and transportation staff and contractors, directly or through contract, Sub-Recipient must:
- b. conduct an interview, with parents of the program being invited
- c. conduct a sex offender registry check and/or conduct live scan registry check
- d. conduct child abuse and neglect state registry check (LARA state of Michigan), if available, and
- e. obtain one of the following:
 - i. State or tribal criminal history records, including fingerprint checks; or,
 - ii. Federal Bureau of Investigation criminal history records, including fingerprint checks (if a FBI criminal history check, including fingerprints is not conducted at the time of hire, this needs to be done within 90 days of the date of hire).
 - iii. Otherwise comply with criminal history checks required by law, including but not limited to those in the Michigan Revised School Code.
- f. Sub-Recipient will submit Program staff qualifications to WISD's Sub-Recipient Manager at the beginning of the program year and if/when any new staff is hired or transferred into the identified classroom.
- g. Sub-Recipient staff and volunteers shall have no contractual relationship with WISD, and Sub-Recipient shall hold WISD harmless from all claims by such persons against WISD asserting that an employer/employee relationship exists by reason of this Agreement.
- h. Head Start classrooms will be assigned one (1) Head Start qualified teacher who has a minimum of a bachelor's degree in early childhood education or a related field. Additionally, Sub-Recipient shall ensure that each Head Start classroom is assigned one (1) Head Start qualified teaching assistant who has a minimum of a CDA credential, are enrolled in a program that will lead to an associate or bachelor's degree or are enrolled in a CDA credential program to be completed within two years of the time of hire. Teacher and Assistant Teacher credentials must be submitted to the WISD for approval prior to the applicant being hired. Sub-Recipient Head Start staff are required to attend New Staff Orientation at the WISD. EHS teachers must have a minimum CDA or comparable credential, and have been trained or have equivalent coursework in early childhood development with a focus on infant and toddler development.

- i. Sub-Recipient must ensure staffing is sufficient to meet the adult-child ratios, as specified in Section 14, and class size specifications as required by the Program Regulations and set forth herein. Volunteers cannot be used as substitutes for qualified staff.
- j. Family Support Specialists shall perform the following functions, with the support of Sub-Recipient through collaboration and sharing of information:
 - 1. Determine child health status and assist families in accessing a source of health care within ninety (90) days of enrollment.
 - 2. Establish procedures to track the provision of health care services.
 - 3. Establish a system of ongoing communication with the parents of children with identified health needs to facilitate the implementation of a follow-up plan.
 - 4. Assist families to ensure children are up to date on age-appropriate preventative primary health care, which includes medical, dental, and mental health services.
 - 5. Engage in a process of collaborative Sub-Recipientship building with parents to identify family goals, strengths, necessary services, and other supportive resources and to develop environments that promote and support father engagement. The process includes the development and implementation of an individualized family Sub-Recipientship agreement to describe family goals, responsibilities, timetables, and strategies for achievement, as well as the inclusion of a tracking process.
 - 6. Work collaboratively with parents to identify and continually access, either directly or through referrals, services/resources that are responsive to families' needs, goals, and interests to include emergency or crisis assistance, education, or appropriate interventions, as well as opportunities for continuing education.
 - 7. Work with Sub-Recipient to ensure program is open to parents during program hours and parents are encouraged to observe children as often as possible, as well as participate with children in group activities.

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

- a. The name and location of each of the Program facilities that will service Program participants pursuant to this Agreement is/are as follows:
 - i. YCS, Beatty Early Learning Center
 - ii. YCS, Perry Early Learning Center
 - iii. YCS, Ford Early Learning Center
- b. All Program facilities shall provide a drug and smoke-free environment.

- c. No Program location shall be opened, and no Head Start and/or Early Head Start funds shall be allocated or paid to any Sub-Recipient that operates a Program location, which does not have an appropriate Child Care License, in good standing, prior to providing services pursuant to this Agreement and throughout the term of this Agreement. Sub-Recipient shall also secure and maintain copies of current health inspection reports for each Program facility, as applicable. Sub-Recipient shall provide WISD with a copy of all relevant licenses and health inspection reports for each Program location operated by Sub-Recipient.
- d. If, at any time during the term of this Agreement, Sub-Recipient has any health clearance violations, license revocation, suspension (probationary status), or modification, has been issued or received an order to comply, or if Sub-Recipient in any other manner loses the clearance or license, Sub-Recipient shall give written notice to WISD within one (1) business day of any such event.
- e. Sub-Recipient shall promptly notify WISD of all actions taken by licensing authorities and county, city, fire, or health officials concerning any locations or facilities relating to this Agreement.
- f. WISD reserves the right to reallocate slots/funding when a childcare license is not in good standing.

HUMAN RESOURCES AND CONDUCT

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

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

32. **Code of Conduct** Sub-Recipient shall comply with the standards of conduct set forth in Exhibit G and as set forth below. All Sub-Recipient staff supporting Program activities shall be provided with a copy of the code of conduct to sign and acknowledgement of the same. This must be signed annually and uploaded into ChildPlus.

- a. Sub-Recipient must ensure that all employees engaged in the award and administration of contracts or other financial awards sign statements that they will not solicit or accept personal gratuities, favors, or anything of significant monetary value from contractors or potential contractors.
- b. Sub-Recipient must ensure protection of personal rights of children, which includes **but is not limited to** prohibiting the use of corporal punishment **and** withholding food, **etc.**
- c. Sub-Recipient's employees and personnel shall not plan, initiate, participate in, or otherwise aid or assist in the conduct of any unlawful demonstration, rioting or civil disturbance and, if they do, their employment **shall may** be subject to immediate termination.
- d. Sub-Recipient shall abide by all applicable federal and Michigan laws and regulations regarding conflicts of interest, which require that no employee, officer, or agent of Sub-Recipient shall participate in the selection, award, or administration of a contract if any of the following has a material financial interest in the contract:
 1. The employee or a member of their immediate family;
 2. An organization in which any of the above is an officer, agent, or employee; or
 3. A person or organization with which any of the above individuals has any arrangement concerning prospective employment or compensation.

33. **Confidentiality** Sub-Recipient, its agents and employees, shall comply with WISD's policy on confidentiality, attached as Exhibit F.

34. **Nondiscrimination** No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity based on, race, color, national origin, sex (including sexual orientation and transgender identity), disability, age, religion, height, weight, marital or family status, military status, ancestry, genetic information, or any other legally protected characteristic be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in connection with, the Program. No person with responsibilities in the operation of the Program may discriminate with respect to any such program, project, or activity may discriminate against any individual because of a handicapping condition in violation of section 504 of the Rehabilitation Act of 1973. Sub-Recipient must ensure nondiscrimination in operation of the Program in compliance with this section, 42 USC§ 9849 and governing HHS regulations, including 45 CFR Parts 80 and 84.

35. **Compliance with Laws** In the performance of this Agreement, Sub-Recipient will comply applicable laws, rules, and regulations, including those set forth in the Act and implementing regulations and state, local and municipal regulations concerning, but not limited to, licensing,

planning, zoning, health, and safety. Sub-Recipient will provide documentation showing compliance within five (5) days in response to any request for the same by WISD.

36. **Policies and Procedures** Sub-Recipient shall provide Recipient with copies of any new relevant policies adopted by Sub-Recipient and copies of any policies which are revised during the period of this Agreement. Sub-Recipient shall obtain the approval of Sub-Recipient's Board, Head Start Policy Committee, and Recipient for any new or revised provisions before they are effective. The Sub-Recipient will notify the Recipient of any management changes prior to their implementation.

37. **Sub-Recipient Personnel**

- a. Sub-Recipient represents that it has, or will secure at its own expense, all personnel required to perform its obligations under this Agreement. Such personnel shall not be employees of or have any contractual relationship with Recipient, and Sub-Recipient shall hold Recipient harmless from any and all claims against Recipient based upon the contention that an employer-employee relationship exists by reason of the Agreement.
- b. Sub-Recipient will include a member of the Recipient's Leadership team on the interview panel when a vacancy occurs in the Sub-Recipient Head Start program director's position.
- c. Sub-Recipient agrees that in the performance of its obligations under this Agreement no person having an interest that would conflict, or whose performance would conflict, with the effective and efficient performance of Sub-Recipient's obligations, as determined by Recipient, shall be employed, engaged or retained.
- d. In the event that HHS, OHS, or Recipient, in their sole discretion, either singularly or jointly, and with the involvement and approval of the Head Start Policy Council at any time during the term of this Agreement, desires the removal of any person or persons assigned by Sub-Recipient to perform services pursuant to this Agreement, Sub-Recipient shall remove any such person, to extent authorized by contract and/or applicable law immediately upon receiving notice from HHS, OHS, or Recipient.
- e. Head Start funds awarded under this Agreement will not be used to pay the compensation of an individual, either as a direct cost or any proration as an indirect cost, at a rate in excess of Executive Level II, in accordance with ACYF PI HS 08-03.
- f. All newly hired Sub-Recipient Agency Head Start Directors and Content-Area staff members must attend a Recipient provided orientation within 30 days of start date.

38. **Certification of Teachers and Other Staff** Sub-Recipient shall employ teachers and other staff who meet certification or licensing requirements of the State, or if no state requirements are identified, the staff must meet the minimum requirements of 45 CFR 1302.91. This includes but not limited to:

- a. Head Start or Early Head Start Director
- b. Fiscal Officer (or equivalent)
- c. Child and Family Services Management Staff including Family, Health,

- and Disabilities management and Education management
- d. Child and Family Services Staff including Early Head Start center-based teachers, Head Start center-based teachers, Head Start Assistant Teachers, Family Child Care Providers, Center-based Teachers, Assistant Teachers and Family Child Care Providers, Home Visitors, Family Services Staff, and Health Professionals
- e. Coaches

39. **Nepotism** No member of the immediate family or significant others of any officer, director, executive or employee of Sub-Recipient or Recipient shall receive favorable treatment for enrollment in services provided by, or employment with, Sub-Recipient. In addition, neither Sub-Recipient nor any of Sub-Recipient’s contractors shall hire, or cause or allow to be hired, a person into an administrative capacity or staff position funded pursuant to this Agreement, if a member of that person's immediate family is employed in an administrative capacity for Recipient, Sub-Recipient, or any employment contractor of Sub-Recipient. However, where an applicable Federal, State, or local statute regarding nepotism exists which is more restrictive than this provision, Sub-Recipient and Sub-Recipient’s contractors shall follow the Federal, State, or local statute in lieu of this provision.

The term "member of the immediate family" includes: wife, husband, same-sex Sub-Recipient, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, aunt, uncle, niece, nephew, step-parent, and step-child.

The term "administrative capacity" refers to positions involving overall administrative responsibility for the Head Start Program, including members of the governing board or board of directors of Sub-Recipient, as well as other individuals who have influence or control over the administration of the program, such as the program director and deputy director, and persons who have selection, hiring, or supervisory responsibilities.

The term "staff position" refers to all staff positions providing services under this Agreement, such as teachers, teacher aides, drivers, family service workers, and food service workers.

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

ACCOUNTING AND FINANCIAL MANAGEMENT

4041. Agreement Limited to Head Start and Early Head Start Funds Approved invoices shall be paid only from Head Start/Early Head Start funds granted to WISD by ACF. Sub-Recipient hereby waives any claim it may have against any non-Head Start funds of WISD.

4142. Invoices for Payment To receive the payment provided for by this Agreement, Sub-Recipient shall submit to WISD complete and accurate invoices that specify the number of enrolled participants for the time-period of the invoice, subject to the requirements herein. Invoices shall be satisfactory to WISD in form and substance to qualify for payment.

- a. Invoices must include the following supporting documentation:
 - i. ChildPlus.Net enrollment report

- ii. Proof of non-Federal share (in-kind) contribution
 - iv. Reimbursement is based on set cost per child applied over twelve billing cycles.
 - v. CACFP Meal Count report outlining children enrolled under this contract to verify participation in the CACFP program.
- b. Invoices must be submitted quarterly. Invoices must be submitted by the 15th day of the month following the month in which the services were performed, and the costs incurred. The quarterly dates are: 1st quarter: July-September; 2nd quarter October - December; 3rd quarter January-March and 4th quarter April – June. WISD shall make payment to Sub-Recipient within thirty (30) business days of receipt of Sub-Recipient's timely and accurate invoice. WISD shall have no obligation to pay Sub-Recipient for any amounts contained on invoices received more than thirty (30) days following termination or expiration of the Agreement.

4243. Close-Out Sub-Recipient agrees to cooperate fully with WISD to ensure that Sub-Recipient's operation of the Program is closed-out within thirty (30) days of the expiration or termination of this Agreement. All materials and goods purchased with Head Start funds should be inventoried and submitted back to the WISD at the expiration and termination of this Agreement.

4344. Financial Management System Sub-Recipient shall establish such fiscal controls and accounting procedures as required by ACF and WISD, by applicable laws and regulations, including 45 CFR Part 75 and 2 CFR Part 200, and in accordance with accepted accounting procedures.

4445. Other Income and Funding Program must obtain prior written approval from WISD to execute the following:

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

4546. Disallowed Costs Sub-Recipient will be liable for and will reimburse WISD any amounts expended under this Agreement found not to be in accordance with HS and/or EHS or found not to be in accordance with the provisions of this Agreement. Disallowed Costs are defined by 2 CFR 200 of the Uniformed Guidance. HHS, ACF, OHS, and WISD can identify a disallowed /unallowable cost. When a cost is disallowed, it must be repaid using a non-federal source.

REPORTING, OVERSIGHT AND RECORDKEEPING

4647. Reporting Requirements Sub-Recipient must submit to WISD the reports specified in Exhibit C in the frequency specified therein and, in a form, and substance acceptable to WISD. Upon notice to Sub-Recipient, WISD may require Sub-Recipient to submit other or additional reports or may change the frequency of reporting required by this Agreement. Failure to provide timely reports regarding potential or actual claims and incidents relating to the Program is a material breach of this Agreement and a threat to the health and safety of Program participants, and as such, may result in immediate termination of this Agreement.

4748. Audit and Monitoring Sub-Recipient shall cooperate with any audits performed by or on behalf of WISD and which relate to the Program and /or this Agreement, including but not limited to audits performed pursuant to 2 CFR Part 200

- a. The Office of the Inspector General, the Comptroller General, the federal government, and WISD, or their individual designees, including but not limited to independent auditors, shall have the right to monitor and audit Sub-Recipient and all subcontractors providing services under this Agreement through on-site inspections and audits and other lawful means. Such monitoring and audits shall be conducted at the discretion of anyone of the above-identified entities ~~according to all authorized by~~ applicable laws and regulations. Sub-Recipient agrees to accept responsibility for receiving and/or complying with any audit findings and recommendations relating to Sub-Recipient's performance under this Agreement.
- b. Sub-Recipient shall conduct audits relating to its solvency and/or its operation of the Program as required by best accounting and management practices, and by Federal and /or State laws and regulations. Upon WISD's request, Sub-Recipient shall make any such audits promptly available to WISD.
- c. Sub-Recipient shall make the following documentation available to WISD upon request for review and monitoring: Payrolls, receipts, paid invoices, contracts, vouchers, cashed checks, applicable government licenses, and any other documentation related to the performance of this Agreement and its obligations hereunder, the Program, and any Services provided herein.
- d. Sub-Recipient also agrees to pay Recipient within thirty (30) work days of demand by Recipient the full amount of Recipient's liability, if any, to the applicable funding agency resulting from any audit exceptions relating to Sub-Recipient's performance under this Agreement. The Sub-Recipient does not have appeal rights for audit findings.

4849. WISD Oversight and Audit of Programs

- a. As specified in 45 CFR § 75.342, WISD shall monitor the performance of Program activities on an ongoing basis in accordance with the monitoring

schedule prior to the start of the program year. WISD shall review each program, functions, and activity to assure that adequate progress is being made towards achieving the goals of the Program, including the goal of sound fiscal management, Sub-Recipient shall cooperate in all ways to assist WISD in these monitoring activities.

- b. WISD shall conduct an annual Program assessment using the applicable ACF program or a self--assessment process. Sub-Recipient must participate in WISD's self-assessment process by participating in training activities, completing assessment reports and preparing plans to correct non-compliances or deficiencies that are or may be identified through the assessment process. Sub-Recipient further agrees to participate in the Federal On-Site Review process conducted of the WISD by the Department of Health and Human Services, Office of Head Start, as identified.
- c. The Sub-Recipient must follow all Head Start and WISD Head Start approved policies and procedures. Failure to do so may lead to Sub-Recipient having deficiencies recorded and action plans created and ultimately termination of this Agreement.

4950. Access to Records, Site and Personnel In accordance with the provisions of 45 CFR § 75.364, WISD, the HHS awarding agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, including independent and internal auditors, must have the right of access to any facilities, sites, documents, papers, digital records, or other records of Sub-Recipient and any subcontractors that relate to this Agreement or any aspects of the Program, including Program finances, staffing, operations and management. The right to access herein includes the right to copies of any such records. The right to access also includes access to personnel of Sub-Recipient and sub- contractors to interview regarding the Program and Program documents.

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

5051. Public Access Sub-Recipient shall provide reasonable public access to information and records pertaining to the Program. ~~Sub-Recipient shall not comply with any such request for access by the public until ten (10) days after providing WISD written notice of such request.~~ Pursuant to 45 CFR § 75.364, Sub-Recipient shall not impose any conditions which limit public access to records and information, except that Sub-Recipient shall not release records or information which WISD has determined are confidential and are excepted from disclosure. This section does not require Sub-Recipient to permit public access to Sub-Recipient's non-Program records.

5152. Record Retention Sub-Recipient shall retain all financial and programmatic records, supporting documents, statistical records and other records of contractors and subcontractors for a period of three (3) years from the starting dates as specified in 45CFR § 75.361 subject to the following qualifications:

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

5253. Reporting of Salaries and Wages Charges to the Head Start Program for salaries and wages of Sub-Recipient's employees shall be based upon documented payrolls approved by a responsible official of Sub-Recipient. The distribution of salaries and wages must be supported by personnel activity reports as specified herein. Reports reflecting the distribution of activity of each employee must be maintained for all Head Start staff members, professional and non-professional, whose compensation is charged, in whole or in part, directly to the Head Start Program. Reports maintained by Sub-Recipient to satisfy these requirements shall meet the following standards:

- a. The reports shall reflect an after-the-fact determination of the actual activity of each employee. Budget estimates do not qualify as support charges to the Head Start Program.
- b. Each report shall account for the total activity for which employees are compensated and which is required in fulfillment of their obligations to Sub-Recipient.
- c. The reports shall be signed by the individual employee and the responsible supervisor having first-hand knowledge of the activities performed by the employee, and state that the distribution of activity represents a reasonable portrayal of the actual work performed by the employee during the periods covered by the reports.
- d. This report is due to the WISD Early Childhood Finance Manager on a quarterly basis.

CORRECTIVE ACTION, REMEDIES AND NON-APPEAL

5354. Procedures for Corrective Action Prior to termination and in the event of a defect of deficiency in the operation of the Program by Sub-Recipient, its agents, employees, or contractors, WISD, in its sole discretion, may provide Sub-Recipient an opportunity to remedy the noncompliance and take corrective action according to the procedures set forth herein.

- a. WISD may give written notice to Sub-Recipient which sets forth the nature of Sub-Recipient's noncompliance and a procedure to cure the noncompliance and a deadline by which Sub-Recipient must have completed corrective action and provided WISD evidence of compliance. WISD, in its sole discretion and based on the circumstances, will determine the appropriate corrective action and time for compliance.
- b. WISD may impose any conditions on Sub-Recipient's performance that are required by HHS /OHS and attached to its Notice of Award if such conditions impact or are required of Sub-Recipient to implement this Agreement. Conditions include but are not limited to the following:

- i. Any concern identified by WISD as potentially qualifying as being an area of noncompliance must be resolved within the time herein.

- 1. Any noncompliance identified by WISD must be resolved within thirty (30) days of the date that WISD has given Sub-Recipient notice of the alleged noncompliance.
 - 2. Any areas of noncompliance not corrected within thirty (30) days of the date that WISD has given Sub-Recipient notice of the alleged noncompliance will be termed a deficiency by WISD. Deficiency is defined as: a threat to the health, safety, or civil rights of children or staff; a denial to parents of the exercise of their full roles and responsibilities related to program operations; a failure to comply with standards related to early childhood development and health services, family and community Sub-Recipientships, or program design and management; the misuse of Head Start funds; loss of legal status or financial viability loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; failure to meet any other Federal or State requirement, including but not limited to LARA, that the agency has shown an unwillingness or inability to correct, after notice from the Secretary of HHS, within the period specified; systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or an unresolved area of noncompliance.
 - 3. WISD shall give Sub-Recipient written notice of any alleged deficiency and any deficiency that remains uncorrected after thirty (30) days from the date of this Notice of Deficiency may result in loss of funds.

- c. WISD may provide, or provide for, reasonable technical assistance to aid in correcting the noncompliance upon the request of Sub-Recipient.

5455. De-obligation of Funds WISD may de-obligate or reduce the funds provided for by this Agreement as set forth herein. **Full Enrollment is defined by the ability of the Sub-Recipient to not fall below 97% enrolled for four consecutive months and also filling a vacant slot within a 30-day window.**

- a. Should Sub-Recipient fail to achieve and maintain full enrollment by providing licensed facilities and adequate qualified staff in the Program or otherwise fail to meet its performance standards as identified in this

Agreement or fail to properly or timely expend the funds allocated pursuant to this Agreement.

- b. Should funding to WISD relating to the performance of this Agreement be reduced, WISD may de-obligate or reduce funds allocated to Sub-Recipient in proportion to the amount reduced by the funding entity.
- c. In the event of de-obligation or reduction of funds as set forth herein, WISD will provide Sub-Recipient written notice of the action and may unilaterally amend this Agreement and supporting exhibits to reflect the de-obligation.

5556. Early Termination of Agreement The Parties may terminate this Agreement, in whole or in part, as set forth below. The right to terminate is not exclusive and is in addition to any other rights and remedies provided by law or this Agreement.

- a. Termination by WISD. WISD may terminate this Agreement without cause upon sixty (60) days' written notice, unless otherwise provided herein. This Agreement may be terminated by WISD immediately for cause, upon occurrence of any of the following conditions:
 - i. If Sub-Recipient, or any of its subcontractors, causes a breach of any material term of this Agreement. A material breach shall include but is not limited to intentional misrepresentations of Program data or enrollment or making false certifications by this Agreement, fiscal mismanagement, and failure to comply with applicable laws, regulations, and performance standards in Program operations.
 - ii. If Sub-Recipient dissolves, defaults, becomes insolvent, has assignment for the benefit of creditors, commences a bankruptcy or insolvency proceeding, has a receiver appointed for its property, or otherwise cannot pay its debts as they become due.
 - iii. Sufficient funds are no longer available from the funding source(s). Failure to provide timely and accurate reports regarding potential or actual claims and incidents relating to the Program.
 - iv. If Sub-Recipient is unable or unwilling to comply with any additional Program requirements as may be lawfully applied by HHS or WISD.
 - vi. If there is a threat to the health or safety of Program staff and/or participants.
- b. Termination by Sub-Recipient. Sub-Recipient may terminate this Agreement, with or without cause upon written notice to WISD. The effective date for a termination by Sub-Recipient shall be agreed between the parties and must allow for the most efficient and effective transfer of services provided for by the Agreement, but in no event shall be less than sixty (60) days from the notice of termination.
- c. Cooperation. In the event of a termination, Sub-Recipient agrees to cooperate with WISD to close out Program operations or transition Program operations as applicable. Any property procured by Sub-Recipient with Head Start funds and all Program documents, data, studies, and

reports shall, at the option of WISD, become the property of WISD or be otherwise disposed of as directed by WISD.

- d. Costs after Termination. Sub-Recipient shall not incur any debt or obligation relating to the Program after the effective date of such termination, unless expressly authorized in writing by WISD. WISD shall pay Sub-Recipient for services provided through the date of termination, except that WISD may withhold payment to Sub-Recipient to act as a set off until such time as the exact number of damages owed to WISD is determined, in the event damages are disputed.

5657. Liability; No Waiver WISD shall have no liability to Sub-Recipient for any damages, including consequential damages, incurred because of a de-obligation of funds or for termination of this Agreement as provided for herein. Neither party shall be relieved of liability to the other party for any damages sustained by that other party by virtue of any breach of the Agreement by the first party or resulting from an improper termination of this Agreement by the first party. The remedies under this section do not constitute a release or waiver of liability by either Party unless provided in writing.

5758. Sub-Recipient Appeal Procedures Sub-Recipient may appeal a termination of this Agreement by the Recipient consistent with 45 CFR Part 1303.33 RECIPIENT'S Appeal Procedures are attached in this Agreement as Exhibit P.

5859. Property

- a. Notwithstanding any other provision of this Agreement, Sub-Recipient shall not make any improvement to real property or equipment purchased with Head Start/Early Head Start funds obtained through this Agreement in the amount of \$5,000 or more without the advance written approval of WISD.
- b. Sub-Recipient shall exercise due care in the use, maintenance, protection, and preservation of WISD- owned property, which shall include insurance coverage against loss or damage to such property, with funds provided under this Agreement.
- c. Sub-Recipient shall keep an inventory of all property acquired with Program funds and submit to the WISD annually by May 30th. Sub-Recipient shall deliver all such property to WISD upon termination of this Agreement. Sub-Recipient must seek prior approval in writing from the WISD to dispose, destroy, or improve supplies purchased with Head Start or Early Head Start funds.

5960. Insurance During the term of this Agreement, Sub-Recipient shall maintain insurance coverages in conformance with the provisions of Exhibit E. The Sub-Recipient must maintain and provide a copy of insurance to the WISD on an annual basis, by June 30 with submission of annual signed contract.

6061. Delegation/Subcontracting/Assignment Sub-Recipient's obligations under this Agreement may not be transferred by subcontract, assignment, delegation, or notation without the prior express written consent of WISD. Any attempt by Sub-Recipient to assign, Sub-Recipient or subcontract any performance of its obligations hereunder without the written consent of WISD, may be deemed void within WISD's sole discretion. Any such subcontract, delegation, or assignment shall be subordinate to

the terms of this agreement. Any subcontractor, Sub-Recipient or assignee shall be subject to all applicable provisions of this Agreement, and all applicable Federal, State, and local laws and regulations.

6162. No Third-Party Obligations Sub-Recipient may not enter any written or oral contracts for the operation of any part of the Program without the prior written approval of WISD. EduStaff and itinerant staff will be allowed for the Sub-Recipient to use as the absence and leave system for staff and other areas of shortages.

6263. Indemnification Except for the intentional or willful misconduct of WISD, to the extent permitted by law, including but not limited to the restrictions in MCL 380.11a as currently judicially interpreted, Sub-Recipient agrees to indemnify, defend, and hold harmless WISD and its officers, agents, employees, and volunteers, from and against any suits, actions, claims, causes of action, demands, judgments, liens, and losses (including attorney's fees and costs) whatsoever, arising out of or relating to, the acts, omissions, and obligations of Sub-Recipient, its officers, agents, employees, contractors, and volunteers, under this Agreement.

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

6364. Press Release and Communication Communication with the press, television, radio, or any other forms of media Sub-Recipient shall make specific reference to WISD as the sponsoring agency, which is funded by the Administration for Children and Families, Department of Health and Human Services. All contacts with the media concerning the operation of the Program shall be reported immediately to WISD.

6465. Entire Agreement/Modifications This Agreement constitutes the entire agreement between the Parties. Except as otherwise provided in this Agreement, this Agreement may be modified, altered, or revised only on the written consent of both parties hereto. The parties acknowledge this Agreement is subject to any additional restrictions, limitation, policies, or conditions enacted, by the federal or state government, any applicable local government or any law or regulation enacted, by the federal or state government or any applicable local government which may affect the provisions, terms, or funding of this Agreement, and WISD may unilaterally amend this Agreement solely in this regard.

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

6667. Titles The titles to the paragraph of this Agreement and the Exhibits thereto are solely for the convenience of the parties and are not an aid in the interpretation of this Agreement.

6768. Waiver No waiver of any provision of this Agreement shall constitute a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the Party against whom waiver is asserted.

6869. Attorney's Fees If a Party brings a legal action to interpret or enforce this Agreement, the prevailing Party shall recover, in addition to any other relief, reasonable attorney's fees and costs incurred in such action. If no monetary relief is granted, the prevailing Party shall be as determined by the Court.

6970. Michigan Law Except where controlled by federal statutes or administrative regulations, this Agreement shall be governed according to the laws of the State of Michigan.

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

7172. Notices Any notice required by this Agreement shall be deemed to have been sufficiently communicated when (1) personally delivered; or (2) on the second business day after mailing by overnight delivery, postage prepaid to the following: Ypsilanti Community Schools, Attn: Dr. Alena Zachery-Ross, Superintendent, 1885 Packard St., Ypsilanti, MI 48197; and Washtenaw Intermediate School District, Attn: Naomi Norman, Superintendent, 1819 S. Wagner Rd., Ann Arbor, MI 48103.

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

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

7475. Definitions All abbreviations and acronyms in this Agreement shall have the meaning defined by this Agreement, or where not defined herein, as defined by the Act and implementing regulations.

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

Ypsilanti Community Schools

Washtenaw Intermediate School District

Name

Name

Title

Title

Date

Date

EXHIBIT A
REIMBURSEMENT REQUEST

Period of this Request:		Through		Submission	
		:		#:	
Description	APPROVED BUDGET	CUMULATIVE EXPENSES	PREVIOUSLY APPROVED	CURRENT EXPENSES	(OVER) / UNDER
Personnel					
Lead Teacher-salaries	\$ 377,446.00	\$ -	\$ -	\$ -	\$ 377,446.00
Associate Teacher-salaries	\$ 172,816.00	\$ -	\$ -	\$ -	\$ 172,816.00
Family Support Worker-salaries	\$ 48,512.00		\$ -	\$ -	\$ 48,512.00
Office Professional- salaries	\$ 8,496.00	\$ -	\$ -	\$ -	\$ 8,496.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Lead Teacher-benefits	\$ 301,731.00	\$ -	\$ -	\$ -	\$ 301,731.00
Associate Teacher-benefits	\$ 101,000.00	\$ -	\$ -	\$ -	\$ 101,000.00
Family Support Worker- benefits	\$ 32,000.00	\$ -	\$ -	\$ -	\$ 32,000.00
Office Professional- benefits	\$ 4,000.00	\$ -	\$ -	\$ -	\$ 4,000.00
		\$ -	\$ -	\$ -	\$ -
Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Child and Family service supplies	\$ 2,750.00	\$ -	\$ -	\$ -	\$ 2,750.00
	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual	\$ -	\$ -	\$ -	\$ -	\$ -
Interpreters	\$ 2,000.00	\$ -	\$ -	\$ -	\$ 2,000.00
	\$ -	\$ -	\$ -	\$ -	\$ -
TOTALS:	\$ 1,050,751.00	\$ -	\$ -	\$ -	\$ 1,050,751.00
Signature of Sub-Recipient Business Office Official			Date Signed		

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

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

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

EXHIBIT B

CONTACTS ROSTER

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

EXHIBIT C
MONTHLY REPORT CHECKLIST

Sub-Recipient/Site: _____ Month/Year of: _____

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

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

WITHIN 24 HOURS REPORTING REQUIREMENTS

Item	Requirement/Policy	Instruction/Notes
Licensing Visit/Violation	Contract requirement	E-mail notification to Partner Manager report from CCL on all visits within 24 hours
Child Suspension	HSPS 1302.17/ Contract requirement	E-mail notification to Partner Manager
Incident/Notification of Claims Reports	Contract requirement	See Contract for specific information
Ouch/ Accident Reports		All Ouch and/ or Accident Reports must be made available for review within 24 hours of occurrence

FY24 Incident Reporting Form

How to Use This Resource

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

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

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

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

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

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

FY24 Incident Reporting Form

Sample Incident Reporting Form

Part 1: Program Information

Recipient Name: Washtenaw Intermediate School District

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

Subrecipient/Partnership: _____

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

Part 2: Reporting

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

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

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

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

FY24 Incident Reporting Form

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

Current Status of Incident Investigation

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

Additional details:

Part 3: Type of Incident

Select the type of incident:

Serious Child Injury

Which incident does this apply to?

Incident 1

Incident 2

Incident 3

Inadequate Supervision

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

Which incident does this apply to?

Incident 1

Incident 2

Incident 3

Number of minutes of Inadequate Supervision

Child left inside or outside

Unauthorized Release

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

Which incident does this apply to?

Incident 1

Incident 2

Incident 3

FY24 Incident Reporting Form

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

Potential Abuse, Neglect, or Inappropriate Conduct

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

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

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

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

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

FY24 Incident Reporting Form

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

FY24 Incident Reporting Form

Part 4: Incident Details

Please fill in requested information in the table below.

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

Child and Family Information

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

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

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

EXHIBIT D

DRUG-FREE WORKPLACE REQUIREMENTS RECIPIENTS OTHER THAN INDIVIDUALS

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

EXHIBIT E
INSURANCE REQUIREMENTS

Certificate of Insurance shall be provided to WISD.

Types of Insurance Sub-Recipient: Minimums

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

EXHIBIT F

CONFIDENTIALITY OF PARTICIPANT RECORDS

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

WISD and Sub-Recipient employees, contractors or agents may not at any time disclose or use, either during current or subsequent employment, any Confidential Information or other sensitive information, knowledge, or data that is received or developed during employment with WISD or Sub-Recipient.

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

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

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

EXHIBIT G
STANDARDS OF CONDUCT

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

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

EXHIBIT H
HEALTH AND SAFETY PROTOCOLS

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

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

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

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

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

HEALTH SCREENING REQUIREMENTS

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

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

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

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

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

EXHIBIT I
TRANSPORTATION SERVICES

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

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

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

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

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

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

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

EXHIBIT J
INVENTORY

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

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

EXHIBIT K
PUBLIC COMPLAINTS AND GRIEVANCES

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

EXHIBIT L
PROGRAM CALENDAR

Washtenaw Intermediate School District Head Start Program Calendar

Date	Event
July 1 – August 16	Recruitment and enrollment
August 19 – August 21 st	Program level Professional Development and Classroom Preparation
August 22 nd – August 23 rd	WISD Early Childhood Conference
August 26 th – August 30 th	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 nd	No School – Staff Holiday
September 3 rd	First Day of Class
November 14 th – November 15 th	No classes - Conferences
November 28 th – November 29 th	No classes – Holiday Break
December 23 rd – January 3 rd	No classes – Holiday Break
January 20 th	No classes – Holiday
February 17 th	No classes - Holiday
March 7 th and March 14 th	Conferences
March 24 th – March 28 th	No classes – Spring Break
June 5 th – June 6 th	No classes Home Visits
June 12 th	Last Day of Class

Children attend Monday through Thursday. Staff report Friday to complete child assessments, teaching team planning, professional development and for Home Visits and Conferences. There will be Friday’s added for any classroom time that needs to be made up for building closures.

Total contact time for children in the program – 1022 hours per year, 4 days per week, 146 days per year, 7.25 hours per day. The Head Start center-based program will begin on Sept. 3.

Washtenaw Intermediate School District Early Head Start Center-Based Program
Calendar

Date	Event
July 1 – August 16	Recruitment and enrollment
August 19 – August 21 st	Program level Professional Development and Classroom Preparation
August 22 nd – August 23 rd	WISD Early Childhood Conference
August 26 th – August 30 th	Program level Professional Development, Classroom Preparation and First Home Visits
September 2 nd	No School – Staff Holiday
September 3 rd	First Day of Class
November 14 th – November 15 th	No classes - Conferences
November 21 st – November 22 nd	No classes – Holiday Break
December 23 rd – January 3 rd	No classes – Holiday Break
January 20 th	No classes – Holiday
February 17 th	No classes - Holiday
March 13 th - 14 th	Conferences
March 24 th – March 28 th	No classes – Spring Break
June 5 th – June 6 th	No classes Home Visits
July 1 st – July 5 th	No classes – Holiday Break
August 8 th	Last Day of Class

Children attend Monday through Friday 8:30 am to 3:30 pm. One Friday per month except for in November, December and January children will not attend for staff to be provided professional development.

Total hours of classroom time scheduled – 1442

This will allow us enough time to cover any building closure days that happen during the program year.

EXHIBIT M
WISD SELECTION CRITERIA

New Universal Selection Criteria 2024 – 2025

Income	Points	Definition
Foster	200	Includes Kinship – Relatives that are licensed foster parents
Homeless	300	EPHY Liaison Approved “Child must meet criteria for McKinney-Vento Act and paperwork must be submitted.” A-3. What criteria may an LEA consider when determining if a child or youth lives in “substandard housing”? The inclusion of substandard housing in the definition of homeless children and youths has caused some confusion because standards for adequate housing may vary by locality. In determining whether a child or youth is living in “substandard housing,” an LEA may consider whether the setting in which the family, child, or youth is living lacks one of the fundamental utilities such as water, electricity, or heat; is infested with vermin or mold; lacks a basic functional part such as a working kitchen or a working toilet; or may present unreasonable dangers to adults, children, or persons with disabilities. Each city, county, or State may have its own housing codes that further define the kind of housing that may be deemed substandard.
Public Assistance	100	Includes Temporary Assistance for Needy Families (TANF), Supplemental Security Income (SSI), and Supplemental Nutrition Assistance Program (SNAP)* *The Office of Head Start expended its interpretation of public assistance to include SNAP (Supplemental Nutrition Assistance Program). Public Assistance language guidance was updated to include SNAP.
0 -100%	80	Income between 0 – 100%
101% - 250%	20	Income between 101 – 250%
251% and Above	0	Income 251% and above

Age - Based on Class Age of December 1st	Points
18-24	30
25-30	20
31-36	5
37-48	40
49-59	20

Educational Risk Factors	Points	Definition
IEP with Inclusive Preschool/Michigan Mandatory Special Education (MMSE) IFSP	60	A child who has an active inclusive IEP IEP child transitioning from ECSE
Current IFSP (Part C)/IEP	45	A child who has an active IFSP/IEP Documented disability and receiving services through Early on
Documented Development Concerns (child)	15	Documented developmental concerns by a professional. <ul style="list-style-type: none"> Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

		Noted from a professional but not receiving any services. Referral needed
Parent Concern	5	Developmental concerns include delays or abnormal patterns of development in the areas of communication/language, motor skills, problem-solving or social adaptive behavior.

Previously Enrolled	Points	Definition
Early Head Start/Head Start	5	A child who has been a participant (received services) in Early Head Start/Head Start but is no longer due to a break in service. This also includes children who had received services in another county/state.
Early On	7	A child who has been a participant (received services) in Early On but is no longer due to a break in service. This also includes children who had received services in another county/state.

*Grey indicates a drop-down box. This section was updated.

Additional Risk Factors	Points	Definition
<ul style="list-style-type: none"> Applicant Experienced Physical, Sexual, and Verbal Abuse. Applicant Experienced Physical and/or Emotional Neglect The applicant witnessed abuse of the family or household. 	30	<p>Physical abuse is deliberately aggressive or violent behavior by one person toward another that results in bodily injury. (American Psychological Association)</p> <p>Sexual abuse is unwanted sexual activity, with perpetrators using force, making threats, or taking advantage of victims not able to give consent. (American Psychological Association)</p> <p>Verbal abuse is extremely critical, threatening, or insulting words delivered in oral or written form and intended to demean, belittle, or frighten the recipient. (American Psychological Association)</p> <p>Child neglect is the denial of attention, care, or affection considered essentially for the normal development of a child's physical, emotional, and intellectual qualities, usually due to indifference from, disregard by, or impairment in the child's caregivers. (American Psychological Association)</p> <p>Domestic Violence is a pattern of behaviors used by one Sub-Recipient to maintain power and control over another Sub-Recipient in an intimate relationship. (National Domestic Violence Hotline)</p>

Caregiver has History of Domestic Violence/Abuse	20	Combo of domestic violence Applicant would get one or the other
History of substance abuse of Parent/Caregiver	20	Substance abuse is a pattern of compulsive substance use marked by recurrent significant social, occupational, legal, or interpersonal adverse consequences, such as repeated absences from work or school, arrests, and marital difficulties. (American Psychological Association)
Documented Chronic Physical/Mental Illness and/or Exposure to toxic substances for child, parent and/ or siblings.	15	<p>Documented chronic physical/mental illness by a medical professional.</p> <ul style="list-style-type: none"> Chronic physical illness is defined as an enduring health problem that will not go away – for example diabetes, asthma, arthritis, or cancer. Chronic physical illness can be managed, but they cannot be cured. Severe allergies- for example a food allergy. With documentation from Medical Professional. <p>Mental illness are health conditions involving change in emotion, thinking or behavior (or a combination of these). Examples are depression, anxiety, obsessive compulsive disorder, post-traumatic stress disorder, etc.).</p> <p>Exposure to toxic substances known to cause learning or developmental delays. Documentation:</p> <ul style="list-style-type: none"> Medical or hospital records Parent report Social services referral <p>Including but not limited to.</p> <p>Examples of substances include lead, mercury, water pollution, etc.</p> <p>Prenatal or postnatal toxic exposure including Fetal Alcohol Syndrome, children born addicted, or environmentally induced respiratory problems.</p>
Death in Immediate Family	20	A death in the household/immediate family member. This includes any family member that has close ties and is actively involved. This includes deaths due to COVID.
Guardian is not Parent (non-foster)	10	The Guardian of child is not the biological parent and is not in foster care

Parental separation/ Extended absence Drop box: divorce deportation incarceration military service	Drop down: 10	At any point of a child's life
Exposure to violence in applicants living environment and/or exposed to traumatic event.	10	Exposure to violence or traumatic events can harm a child's emotional, psychological, and even physical development. Including but not limited to: <ul style="list-style-type: none"> • Neighborhood shootings • Neighbors fighting • Witnessing death • Family disturbance such as fights.
Refugee Humanitarian Parolee/ Immigrant fleeing violence	10 points	Family or child: <ul style="list-style-type: none"> • Within 12 months
Documented Severe or Challenging Behavior	10	Child has been expelled from preschool or childcare center. Child's behavior has prevented participation in another group setting or mental health professional has referred. Documentation: <ul style="list-style-type: none"> • Exclusion from other preschool/childcare programs • Social services or medical referrals • Parent interview questions/report • Legal report or restraining order • Staff documentation on home visits or other contacts Definition per the Great Start Readiness Program eligibility factors
Behavior Concerns (Child)	5	Behavioral concerns by an educational or medical professional. <ul style="list-style-type: none"> • Behavioral concerns include behaviors that would potentially limit the educational experience of the child without behavioral intervention. Noted from a professional but not receiving any services. Referral or doctor note needed. Or Parent Concern

Family Primary Language is not English	5 points	English is not spoken in the child's home; English is not the child's first language. Documentation: • Parent or advocate report Definition per the Great Start Readiness Program eligibility factors
Single Parent	10	An individual bringing up a child without the other parent living in the home.
Parent and/or siblings Chronic physical/mental illness/diagnosed disability.	5	Includes parent(s) with a learning disability.
Unstable Housing	5	Is in home foreclosure or has frequent changes of residence - 3 times (multiple move) within 12 months - referenced health people.gov
Parent Lacks High School Diploma/GED/has noticeable literacy issue	10	Current caregiver has not graduated from high school/GED or is illiterate
Parent was a Teenager	10	Teen parent (not age 20 when first child born) If child is a much later birth, rather than the first child of a teenager or one of several in proximity, the factor may or may not cause risk and should be examined carefully. Documentation: • Birth certificate • Ages of siblings Definition per the Great Start Readiness Program eligibility factors
4 or more children in the immediate family	3	A family that has 4 or more children living in the home
Child has no Health insurance at time of Enrollment.	5	At the time of application. The family has no active health insurance
Child does not have an established medical home or an Established Dental Home (for children 1 year or older) at the time of enrollment.	3	Family cannot provide name or information about a medical home and dental home during enrollment.

Early Head Start Only	Points	Definition
Birth weight <5.8 lbs. (under 24 months)	10	Parent/Guardian report

Color Key Codes

Required Factor

ACEs (Adverse Childhood Experiences)

GSRP (Great Start Readiness Program)

EXHIBIT N

U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES COMPENDIUM OF REQUIRED CERTIFICATIONS AND ASSURANCES

SF 424B

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the intergovernmental Personnel Act of 1970 (42 U.S.C. 4278-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
6. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the bases of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to non-discrimination on the bases of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended,

relating to confidentiality of the alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other non-discrimination statute(s) which may apply to the application.

7. Will comply, or has already complies, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205)

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection

of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS - PRIMARY COVERED TRANSACTIONS

By signing and submitting this proposal, the applicant, defined as the primary participant in accordance with 45 CFR Part 76 certifies to the best of his or her knowledge and believe that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction by any Federal Department or agency;

(b) have not within a 3-year period preceding this proposal been convicted or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) have not within a 3-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

The inability of a person to provide the certification required above will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The Department of Health and Human Services' (HHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

The prospective primary participant agrees that by submitting this proposal, it will include the clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided below without modification in all lower tier covered transactions.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (TO BE SUPPLIED TO LOWER TIER PARTICIPANTS)

By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 CFR, Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

- (1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee or an agency, a member of congress,

an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty or not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby agree to the above certifications and assurances.

Signature of Certifying Official

Date

Title

Applicant Organization

EXHIBIT O
WASHTENAW INTERMEDIATE SCHOOL DISTRICT HEAD START/EARLY HEAD START
BY-LAWS

BY – LAWS

ARTICLE I - NAME

The name of this organization shall be Washtenaw Intermediate School District Head Start/Early Head Start Policy Council, hereafter known as WISDHSPC.

ARTICLE II - PURPOSE

Section 1. Provide in-put to the Washtenaw County Intermediate School District Head Start/Early Head Start Board of Education concerning the local Head Start/Early Head Start Programs.

Section 2. Assist in the planning and development of Washtenaw County Intermediate School District Head Start/Early Head Start in an effort to create better program operation and communication between staff and parents.

Section 3. To bring Head Start/Early Head Start, the community at large, and the general public in closer communication.

Section 4. To provide in-put to the Administration of Children, Youth, and Families, (ACYF) and to serve as a link between local programs and the Michigan Head Start/Early Head Start Association.

ARTICLE III - MEMBERSHIP

Section 1. Control: The business and affairs of WISDHSPC shall be managed and controlled by its members.

Section 2. Selection of Members:

A. There shall be one (1) parent member per every 50 enrolled Head Start students and one (1) alternate elected from each site, and Early Head Start. All program options must be proportionately represented. Each member shall have voting privileges. Alternates may only have voting privileges in the absence of other voting members.

B. Community Representatives - There shall be three (3) Community Representatives elected by the parent members of WISDHSPC. Community representatives shall have voting privileges and may be parents of past enrolled children.

C. Washtenaw Intermediate School District Board of Education- There shall be one (1) WISD Board of Education member to serve as a liaison between Policy Council and the WISD Board of Education. The liaison shall have voting privileges.

Section 3. Membership Term: The members of WISDHSPC shall serve for a period of one (1) year.

- If the member intends to serve for another year she/he must stand for re-election.
- A policy council member, and policy committee member at the Sub-Recipient level, may serve no more than (5) five terms.

Section 4. Resignations: Any member of WISDHSPC may resign in writing to their local center Chairperson. The chairperson will then report it to the Policy Council.

Section 5. Vacancy: Any vacancy occurring in this organization shall be filled according to Article III, Section 2.

Section 6. Removal of a Policy Council Member: Any member of WISDHSPC may be removed from the Policy Council membership by 2/3 majority of the quorum by secret ballot vote if the procedures below have been followed:

A. When a Policy Council member is deemed by the Appeal Committee not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson in writing of his/her performance deficiencies and shall be given not less than (30) days to make the necessary improvements. If the member does not make necessary improvements within the period to justify retention, s/he may be removed following secret ballot vote by the Council's quorum. All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC member, who claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The member will submit within (10) business days following the written reprimand a letter of explanation of the Chairperson of the Appeal Committee with a copy to the WISDHSPC Chairperson. The Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the committee. The WISDHSPC Chairperson may attend all proceedings of the Appeal Committee, but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal/state performance standards covering program governance.

ARTICLE IV – OFFICERS

Section 1. Officers: The officers of WISDHSPC shall consist of the Chairperson, Vice chairperson, and Secretary-Treasurer. Other officers may be elected as are deemed necessary. Community representatives may hold any of the elected offices. Alternates may hold any office.

Section 2. Elections: Officers shall be nominated and elected from the voting members of WISDHSPC. Alternates may be nominated and elected but may not vote in the election, unless they are taking the place of a regular voting member. They shall hold office from the day of their election until the next annual meeting, or until the successor to that office has been elected and qualified. The elections shall be held by secret ballot and counted in the room of the meeting.

Section 3. Removal of Officers: Any officer of WISDHSPC may be removed from the position s/he holds by a 2/3 majority of the quorum by secret ballot vote if the procedures have been followed:

A. When a Policy Council officer is deemed by the membership not to be performing his/her work satisfactorily, s/he will be informed by the Chairperson (or Vice Chairperson) in writing of his/her performance deficiencies and shall be given not less than thirty (30) days to make the necessary improvements within that period to justify retention, s/he may be removed from office final secret ballot vote by the Council quorum All matters concerning removal procedures shall be made part of written Policy Council records.

B. A WISDHSPC officer, claims s/he has been reprimanded unjustly, shall be provided with an opportunity to appeal such action if it remains unsolved after discussion with the Chairperson. The officer will submit within ten (10) business days following the written reprimand a letter of explanation to the Chairperson of the Appeal Committee will act on the appeal with ten (10) business days following receipt of the letter, and the decision of the committee shall be final.

C. The Appeal Committee will consist of three (3) Policy Council members. The Appeal Committee Chairperson will be elected by the members of the Committee. The WISDHSPC Chairperson may attend all proceedings but may not vote.

D. Cause for removal shall include, but not be restricted to:

1. Habitual absence from Policy Council meetings without just cause.
2. Unauthorized release of privileged or confidential information.
3. Repeated violations of WISDHSPC By-Laws and federal performance standards.

Section 4. Vacancy: Any vacancy of an office shall be filled by the voting membership for the remaining term according to Article IV, Section 2.

Section 5. Chair Duties: The duties of the Chairperson are to preside over all meetings of the organization. The Chairperson shall perform other duties as prescribed by the membership. The chairperson will insure all responsibility of the Policy Council as stated in federal performance standards. Policy Council Chairperson will be the official representative of the Policy Council to the WISDH Board of Directors. The chairperson may vote to make or break a tie. The Chairperson will attend all Budget meetings.

Section 6. Vice-Chairperson Duties: The duties of the Vice-Chairperson are: to preside in the absence of the Chairperson; perform other duties of the chair in the absence of the Chairperson. This person shall be

subject to all restrictions of the chair. The Vice-Chairperson shall perform other duties as prescribed by the membership. In the absence of the chair, will attend the Board Meeting.

Section 7. Secretary Duties: The duties of the Secretary are: to conduct a roll call before each meeting; to insure that notices are given in accordance with the provisions of these By-Laws; to keep accurate minutes of all meetings of WISDHSPC; to recite the minutes of the previous meeting to the members present at each meeting; and to have the responsibility for having the minutes submitted to the Director at least ten (10) days prior to the coming meeting. The Secretary shall perform other duties as prescribed by the membership.

ARTICLE VI - MEETINGS

Section 1. Annual Meetings: The annual meeting of WISDHSPC shall be held during the month of October of each year for the purpose of electing officers and for the transaction of any business authorized or required by WISDHSPC.

Section 2. Regular Meeting and Notice: The regular meetings of WISDHSPC shall be held monthly at such time and place as may be designated by the organization. Written notice for a monthly meeting must be given not less than five (5) days prior to the regular meeting.

Section 3. Quorum: A quorum shall consist of any four (4) representatives of the voting membership; representing at least three (3) of the Head Start/Early Head Start sites. For emergency purposes only if there are not enough voting members to make a quorum: If there is at least one voting member from each target area, a vote can take place to temporarily approve of actions until final approval at the next meeting. If the Chairperson is one of those voting members he/she can vote.

Section 4. Per-Diem: Voting members of WISDHSPC may submit a request for the Head Start/Early Head Start Policy Council Per-Diem in writing at each meeting. A W-9 must be completed each school year to be eligible for the per-diem.

Any action that could be taken by the Policy Council at a meeting may be taken by informal polling of a majority of the members (i.e. telephone or other).

ARTICLE VII – COMMITTEES

Section 1. Special Committees: The Chairperson shall establish such committees as the membership may deem appropriate. Each committee is empowered to perform such duties as shall be prescribed and authorized by the membership. Any WISDHSPC may serve as a committee member.

ARTICLE X - AMENDMENTS

Section 1. The By-Laws may be amended as recommended by WISDHSPC by a 2/3 majority of the voting members present at any regular meeting. Notice of the nature of the changes in By-Laws to be proposed at such meetings shall have been given in writing to WISDHSPC members at least fifteen (15) days prior to such meeting.

EXHIBIT P
SUB-RECIPIENT APPEAL PROCEDURES

Procedure Title	Recipient’s Internal Procedures for Responding to Appeals from Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies
Unit	Administration
Unit Team	All Coordinators
Primary Regulation	2007 Head Start Act, Section 641A – Standards, Monitoring of Head Start Agencies and Program (d)(4) – Termination; Section 646 – Appeals, Notice and Hearing; and 45 CFR Part 1303.33 – Subpart D – Termination of Sub-Recipient Agencies 45 CFR Part 1304.6 – Subpart A – Appeal for Prospective Sub-Recipient Agencies
Other Regulation(s) or Recipient’s References	Recipient’s GIM -- Appeal Procedures for Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies Recipient’s 3000 Series – Business and Non-Instructional Operations
Key Players	All Coordinators, Head Start and Early Head Start Programs All Head Start and Early Head Start Programs staff providing training/technical assistance to Sub-Recipient agencies or monitoring a Sub-Recipient agency in any capacity, Recipient’s staff directly involved in the RFQ/RFP process, Recipient’s General Counsel
Attachment(s)	GIM -- Appeal Procedures for Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies

INTRODUCTION

Recipients will comply with all laws and regulations pertaining to Head Start (HS) and Early Head Start (EHS). The Head Start Act, “Improving Head Start for School Readiness Act of 2007”, requires all Recipients to establish and maintain written appeal procedures for both prospective and current Sub-Recipient agencies. In addition, 45 CFR Part 1303.33 – Subpart D – Termination of Sub-Recipient Agencies and 45 CFR Part 1304.6 – Subpart A – Appeal for Prospective Sub-Recipient Agencies identify certain circumstances whereby agencies may appeal a decision by Recipients, specifically when Recipients:

1. fail to act on a funding application from a prospective Sub-Recipient after Recipient has had 120 days to review but has not notified the prospective Sub-Recipient of a decision;
2. reject a funding application from a prospective Sub-Recipient resulting from a Recipient’s solicited Request for Qualifications (RFQ)/Request for Proposals (RFP) or an unsolicited funding application; or
3. terminate a contract for Head Start and/or Early Head Start services with a current Sub-Recipient during a funded program year. Rejection of a refunding application is a decision to terminate a current Sub-Recipient agency’s contract.

In preparation for any new five-year grant award, no appeal is available to a current Sub-Recipient agency if the Recipient has advised that a Sub-Recipient agency that it is not invited to apply. Each new five-year grant award allows a Recipient to decide its method of providing services to children in the Recipient's service area. This includes the option to serve children directly, to Sub-Recipient services to selected contracted agencies, or a combination of both. That decision is a Recipient's without appeal rights by current or prospective Sub-Recipients.

DEFINITIONS

See Recipient's Blue Book -- Definitions

LEGAL REQUIREMENTS AND REFERENCES

Regulations regarding the termination of a current Sub-Recipient agreement, the denial of a funding application from a prospective Sub-Recipient or failure by a Recipient to act on a prospective Sub-Recipient's funding application are set out in the Head Start Program Performance Standards (referenced above) and in the Head Start and Early Head Start's Recipient's Instructional Memo – Appeal Procedures for Current & Prospective Sub-Recipient Agencies.

Any reference to Head Start in these procedures includes Early Head Start and/or Early Head Start-Child Care Sub-Recipientship (EHS-CCP) unless specifically indicated that the procedure applies only to one or the other program.

Appeals of current or prospective Sub-Recipients of the rejection of a funding application based on the Recipient's Business Services procedures for RFQ and/or RFP will follow the Recipient's Board Policies and

Superintendent Regulations, specifically Recipient's NEOLA 3000 Series – Business and Non-instructional Operations, Education Code, Public Contract Code and all applicable federal, state, and local laws, statues, ordinances, rules, regulations, policies and procedures. These policies and procedures are available on the Recipient's website – www.rcoe.us. These procedures are in addition to the Head Start-specific appeal process as outlined in this SOP and in the GIM on current and prospective Sub-Recipient agency appeals. Recipient's procedures will be followed for internal review and the approval/disapproval of an appeal based on the submission of an RFQ and/or an RFP except as otherwise delineated in this SOP. Program staff will work with Recipient's Business Services units involved in the development and announcement of needed RFQs/RFPs.

However, in all cases, a prospective Sub-Recipient must be informed of its right to submit an appeal directly to the responsible Health and Human Services official if the prospective Sub-Recipient's application is rejected after Recipient's evaluations of the RFQs and/or RFPs. For purposes of clarification, a current Sub-Recipient submitting an application under a Recipient's solicited RFQ/RFP is considered a "prospective Sub-Recipient agency" as there is no guarantee to the current Sub-Recipient of acceptance of their application or award of a sub-grant under the RFQ/RFP process.

The Recipient may not be arbitrary or capricious in its actions regarding Sub-Recipients or the appeal procedures. "Arbitrary or capricious" is defined as willful or unreasonable action without consideration or in disregard of facts or law without determining principle. Acts can be arbitrary or capricious where an agency: relied on improper factors; entirely failed to consider an important aspect of the problem; offered explanation for decision counter to the evidence that is so implausible such that it is not a difference in view or agency expertise.

Note: Neither a Sub-Recipient nor Recipient may use Head Start/Early Head Start funds for the purpose of paying legal fees, or other costs incurred, pursuant to an appeal. Ref: Head Start Act, Sec. 646(a)(4)(C).

APPEAL RIGHT EXCEPTIONS

Current Sub-Recipient agencies do not have appeal rights except if a Recipient terminates a current contract with a Sub-Recipient agency. Per 45 CFR Part 1305.2 – Terms, the definition of “termination of a grant or Sub-Recipient agency agreement means permanent withdrawal of the Recipient’s or Sub-Recipient’s authority to obligate previously awarded grant funds before that authority would otherwise expire”. **Therefore, a decision to terminate a Sub-Recipient’s agreement must be made prior to the end of the agreement period and notification to the Sub-Recipient must be delivered to the Sub-Recipient prior to the end of the agreement period and the notification identifies a specific date and time in which the Sub-Recipient no longer has the authority to obligate current year grant funds.** The Executive Director will work with the Coordinator, Head Start/Early Head Start, Facilities & Special Projects, and the Recipient’s Financial Manager, Fiscal Services, to determine the date and time to end Sub-Recipient agency obligation of funds.

Specifically, no appeal is allowed in any of the following circumstances:

1. Recipient’s decision not to fund a prospective Sub-Recipient or a current Sub-Recipient in the first year of any future competitive or non-competitive five-year grant award period from the Office of Head Start;
2. Any Recipient’s agreement for services other than as a current Head Start or Early Head Start Sub-Recipient;
3. Funding applications from current Sub-Recipients for cost-of-living allowances (COLA), program improvement funds (PIF), or quality improvement funds (QI), or similar supplemental funding whether one-time or a permanent increase in the funding amount to the current Sub-Recipient agency;
4. Reduction, by any amount or percentage, of a current Sub-Recipient’s recruitment area(s);
5. Reduction, by any amount or percentage, of a current Sub-Recipient’s slots or funding level;
6. Removal of one or more contracted programs funded by Recipient except where the removal is a termination of the agreement and all of the Sub-Recipient’s funded programs;
7. Suspension of a current Sub-Recipient’s funding

Prospective Sub-Recipient agencies do not have appeal rights except in a situation when the Recipient:

1. fails to act on a funding application from a prospective Sub-Recipient after Recipient has had 120 days to review but has not notified the applicant of a decision; or
2. rejects a funding application from a prospective Sub-Recipient and the prospective Sub-Recipient submits an appeal to the responsible Health and Human Services (HEALTH & HUMAN SERVICES) official within 30 days after it receives Recipient’s decision.

Funding Application means an application submitted by a current or a prospective Sub-Recipient agency to

LARA for providing services to Head Start, Early Head Start, or Early Head Start-Child Care Sub-Recipientship, and includes both a detailed written program narrative and a detailed budget for providing program services described in the program narrative.

Also, see “Prospective Sub-Recipient Agency Appeal Process,” where a prospective Sub-Recipient may have appeal rights regarding submission of an “application” to Recipient under a RFQ/RFP announcement.

REGULATIONS ARE TIME-SENSITIVE

Head Start regulations regarding appeals are extremely time-sensitive and the time frames established in the Head Start and Early Head Start GIM and this SOP must be followed to preserve the parties’ substantive rights. . The Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will work with the Executive Director to outline the timeframes involved in all phases of any appeal process.

PROCEDURAL RESPONSIBILITY

The Intermediate School District (“ISD”) Superintendent will handle all implementation processes involving any appeal allowed by the Head Start Program Performance Standards or regulations. Except as otherwise stated in this Procedure, the ISD Superintendent will be responsible for making decisions regarding any appeals and reporting his/her actions to the County Board of Education.

The Executive Director, Head Start & Early Head Start Programs, ensures compliance with the divisional GIM and SOP relating to the GIM—“Appeal Procedures for Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies” in accordance with provisions of 45 CFR Part 1303.33 and 1304.6. In fulfilling these responsibilities, the Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will work closely with the Executive Director, Head Start and Early Head Start Programs, as well as the Program Coordinators to ensure all policies and procedures are followed and all appeals are responded to in a timely manner. The Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will develop proposed plans and timelines to meet the requirements of the GIM and SOP. This will include, but not be limited to, designated reviewer selection and training as well as the internal process for ensuring the collection of necessary documentation, preparation of the response to the Sub-Recipient agency’s appeal, notification to the Sub-Recipient agency of the ISD Superintendent’s decision, possible close-out procedures and transition of slots to a newly assigned Sub-Recipient agency.

The Recipient’s Chief Financial Officer ensures compliance with all procedures relating to the RFQ and/or RFP processes as to any agency seeking to compete for Head Start funding as a current or prospective Sub-Recipient agency.

REASONS FOR APPEALS:

- 1. Termination of a Head Start, Early Head Start, Early Head Start-Child Care Sub-Recipientship agreement with a current Sub-Recipient.*

If after providing current Sub-Recipients all the required assessments, technical assistance, and opportunities to correct non-compliance, the Recipient’s Executive Director, Head Start and Early Head Start Programs, determines that terminating an agreement is necessary, they shall notify the

County Superintendent of their recommendation to terminate a Sub-Recipient's agreement and the need to identify a designated reviewer if there is an appeal of Recipient's decision.

2. *Rejection of a funding application from a prospective Sub-Recipient.*

If a prospective Sub-Recipient's funding application is rejected, Recipient's Business Services will notify the prospective Sub-Recipient of Recipient's decision and the prospective Sub-Recipient's right to appeal directly to the responsible Department of Health and Human Services official.

3. *Failure to receive notification from Recipient's by a prospective Sub-Recipient.*

If Recipient's fails to act on a prospective Sub-Recipient's funding application within the specified amount of time, the prospective Sub-Recipient may appeal Recipient's decision or inaction to the responsible Health and Human Services official.

ANNUAL PREPARATION FOR APPEALS—SELECTION OF DESIGNATED REVIEWERS

The purpose of selecting a designated reviewer is two-fold: 1) to provide independent third party review of the original decision to conduct the best possible internal process before a recommendation is made to the ISD Superintendent; and 2) to establish an authenticated, validated and substantiated review of the Program's initial decision to terminate a Sub-Recipient's agreement.

There are three (3) instances when either a current or prospective Sub-Recipient may appeal to either the Recipient or to the responsible Health and Human Services official. They are:

- A. Recipient failed to act on a funding application from a prospective Sub-Recipient after Recipient did not notify the prospective Sub-Recipient of a decision within 120 days and the prospective Sub-Recipient appeals directly to the responsible Health and Human Services official;
- B. Recipient rejects a funding application from a prospective Sub-Recipient and the prospective Sub-Recipient submits an appeal to the responsible Health and Human Services official within thirty (30) days after it receives Recipient's decision; or
- C. Recipient terminates a contract for Head Start and/or Early Head Start services with a current Sub-Recipient agency during the funded program year. **Note:** Rejection of a funding application shall be deemed as Recipient's decision to terminate a Sub-Recipient's agreement.

It is the Program's responsibility to ensure that all designated reviewers receive the required training so that the recommendation(s) to the ISD Superintendent adhere to applicable policy, procedures, law, and regulations.

Prior to August 1 during the annual planning process for the Head Start and Early Head Start Programs, the

Executive Director will work with the Project Coordinator, Head Start/Early Head Start, Facilities & Special Projects, and the Program Coordinators to review the Recipient's staff roster or external consultants for potential "designated reviewers" when the Recipient receives an appeal.

Qualifications and requirements for the reviewers are listed below.

1. Selection of Recipient's Designated Reviewers

The Executive Director, Head Start and Early Head Start Programs will identify a minimum of three (3) current or former Recipient employees or external consultants as designated reviewers. The designated reviewer cannot be a Head Start/Early Head Start employee. The list will be submitted to the Chief Academic Officer and the ISD Superintendent no later than September 1 of each year for approval and will include the names of previously submitted designated reviewers. New names may be added to the list if the current designated reviewers are no longer available to serve. The ISD Superintendent will review, approve, rank, and send the list of potential designated reviewers to the Executive Director, Head Start and Early Head Start Programs, who will then schedule the required training.

The designated reviewers must:

1. Be knowledgeable about Head Start/Early Head Start programs (including Early Head Start/Child Care Sub-Recipientships), regulations, and contracts;
2. Have no involvement with the original decision to terminate the agreement with the current Sub-Recipient;
3. Have no personal interest or bias that may prevent an objective, impartial review of all relevant information; and
4. Have not received funding directly or indirectly through the Recipient's Head Start or Early Head Start budget.

The list must be approved in sufficient time for the Executive Director to prepare any necessary Agreement for outside consultants and have those agreements approved by the ISD Superintendent. The designated reviewers must be notified in sufficient time to schedule and implement their training. The Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will work with the Executive Director to make the above training arrangements.

Appeals by prospective Sub-Recipients are submitted directly to the responsible HEALTH & HUMAN SERVICES official and without the designated reviewer's involvement .

2. Training for the Designated Reviewers

The Executive Director, Head Start and Early Head Start Programs, will schedule a training session for the reviewers no later than November 1 of each year. The training will include a review of the appeal procedures in the GIM and the SOP, federal regulations (1303.33 and 1304.6), Head Start law regarding appeals; and the current Recipient's Head Start and Early Head Start agreement with Sub-Recipients. The training will also include the timetable for the appeals process and the deadlines for current Sub-Recipients to submit appeals.

The Coordinator, Head Start/Early Head Start, Facilities & Special Projects, will notify the reviewers of the scheduled date and time of the training, make room arrangements, and notify Head Start or other Recipient's staff of their part in the training. For example, if the Recipient's Chief Financial Officer is requested to participate in the training, their schedule must be reviewed for availability and sufficient time must be provided for the trainers to prepare their presentation.

INITIATION OF APPEAL PROCEDURES FOR CURRENT AND/OR PROSPECTIVE SUB-RECIPIENT AGENCIES

The Head Start and Early Head Start Programs have both external (GIM) and these internal (SOP) procedures to implement appeal decisions of both Recipients and current or prospective Sub-Recipients. The GIM provides appeal procedures by current or prospective Sub-Recipients in accord with applicable federal regulations in 45 CFR Part 1303.33 and 45 CFR Part 1304.6. Program staff is responsible for following the appeal procedures outlined in the GIM and this SOP. To reduce redundancy and avoid confusion, some of the sections or items are referenced rather than repeated in this SOP. It is expected that Recipient's staff will use the GIM, as appropriate, and this SOP when processing appeals.

If, after providing current Sub-Recipients all required assessments and technical assistance, time and opportunity to correct non-compliance, defects and/or deficiencies in their operations, the Executive Director determines that terminating an agreement is required, they will notify the ISD Superintendent/designee.

A prospective Sub-Recipient, typically applying for funding under an RFQ/RFP, will comply with federal regulations and Recipient's Contracts unit will notify the prospective agency of its appeal rights. The Head Start SOP on RFQ/RFP Selection Process has a procedural timeline to ensure prompt handling of "funding applications" to meet the 120 days allowed for their decision.

A. CURRENT SUB-RECIPIENT APPEALS PROCESS

If, after providing Sub-Recipients all required assessments, technical assistance, and opportunities to correct non-compliance, defects and/or deficiencies in its operations, the Executive Director, Head Start and Early Head Start Programs, determines that terminating an agreement is necessary, they will notify the ISD Superintendent/designee of their recommendation.

The ISD Superintendent must ensure that the appeal procedure for terminating the agreement with a current Sub-Recipient is fair and timely. The decision to terminate must not be arbitrary or capricious.

NOTICE TO A CURRENT SUB-RECIPIENT

Recipient's Business Services Department or the Head Start and Early Head Start Programs will notify the current Sub-Recipient of Recipient's intent to terminate the agreement and its right to appeal.

A decision to terminate a Sub-Recipient agreement must be made before the end of the agreement period and notification to the Sub-Recipient must be delivered to the Sub-Recipient before the end of the agreement period. The notification must identify a specific date and time at which the Sub-Recipient agency loses authority to obligate current year grant funds.

The Executive Director will work with the Coordinator, Facility & Special Projects, to determine the date and time to end the Sub-Recipient's authority to obligate funds.

Recipients will also notify the responsible Health and Human Services official of its decision regarding the termination and the appeal, if any.

Appeal When the Recipient's Terminates an Agreement with a Current Sub-Recipient

The grounds for terminating an existing agreement for cause or cost effectiveness must document all Recipient's efforts to assist the Sub-Recipient in correcting identified non-compliance, defects and/or deficiencies. If the agreement is being terminated for cost effectiveness, the Executive Director must specify the grounds for cost effectiveness and how those funds will be used to ensure delivery of services to children and families through an alternative method.

The same documentation must be available and included in response to a Sub-Recipient's appeal of a decision to terminate its Head Start and/or Early Head Start agreement. The time frames contained herein are critical in substantiating the Recipient's adherence to its own policies and procedures. Failure of a Recipient to follow and document its procedural compliance could result in reversal of agreement a termination.

Note: A Sub-Recipient agency (nor Recipient's) may use Head Start/Early Head Start funds to pay legal fees, or other appeal costs . Ref: Head Start Act, Sec. 646(a)(4)(C).

B. PROSPECTIVE SUB-RECIPIENT AGENCY APPEALS PROCESS

A prospective Sub-Recipient may submit an appeal directly to the responsible Health and Human Services official within thirty (30) days after it receives Recipient's decision to deny a funding application or within thirty (30) days after Recipient or 150 days after its submission, whichever is sooner.

The prospective Sub-Recipient does not submit its appeal to Recipient. The appeal must be sent directly to the responsible Health and Human Services official with a copy simultaneously sent to Recipient.

Recipient must provide the responsible Health and Human Services official with a response to the prospective Sub-Recipient agency's appeal within thirty (30) working days of receiving the materials served by the prospective Sub-Recipient. Federal holidays must be considered in determining the beginning and ending of the thirty (30) working days. Recipient's or the Sub-Recipient's holiday schedule must not be used in calculating the thirty (30) working days. The Federal government recognizes only its own holiday schedule.

Note: In an actual appeal process, a former Sub-Recipient lost its right to appeal because it used its holiday schedule and did not count one of their holidays in the allowed working days. The Federal government did not recognize that Sub-Recipient's holiday and the Sub-Recipient lost its right to appeal because of its untimely filing.

There are two (2) potential reasons for a prospective Sub-Recipient to submit a funding application to Recipient and for Recipient to deny the funding application or fail to act on the funding application.

Those reasons are:

1. The prospective Sub-Recipient submitted a funding application under an announcement through a
2. Recipient's solicited RFQ/RFP; and
3. The prospective Sub-Recipient submitted a funding application even though there was no RFQ/RFP announcement and the application was submitted directly to Recipient or Recipient chose not to respond to the unsolicited funding application.

Note: A current Sub-Recipient submitting an application under a Recipient RFQ/RFP is considered a "prospective Sub-Recipient agency" and must follow the appeal process as specified in the Recipient's GIM–Appeal Procedures for Current & Prospective Sub-Recipient Agencies.

4. Notice to a Prospective Sub-Recipient: If a prospective Sub-Recipient submits a funding application under a Recipient's RFQ/RFP, Recipient's Contracts unit notifies that prospective Sub-Recipient of the results of the RFQ/RFP.

For purposes of clarification, a Request for Qualifications (RFQ) does not normally require neither a detailed narrative for delivery of services to children and families nor a detailed budget for the delivery of those services. The RFQ is intended to determine if a prospective Sub-Recipient is "qualified" to be a Sub-Recipient through its existing organizational structure, if it complies with standard accounting policies and procedures including internal controls, if its governing body and senior management team are structured to comply with Federal regulations, etc. The RFQ also attempts to determine if a prospective Sub-Recipient has the requisite management systems to allow effective and efficient delivery of services.

On the other hand, a Request for Proposal (RFP) normally is followed by a RFQ process. The RFP requires submission of a funding application that includes a complete program narrative, number of children to be served, program options, hours of operation, staffing patterns and qualifications of identified management and multi-disciplinary team members, and a detailed budget outlining the financial ability to deliver the identified services.

If the prospective Sub-Recipient appeals the decision of the RFQ/RFP, the instructions for submitting an appeal directly to the responsible Health and Human Services official is provided to the agency by Recipient's Contracts unit. If the prospective Sub-Recipient contacts the Head Start office regarding the RFQ/RFP, the prospective Sub-Recipient must be directed to the Contracts unit for Recipient's official response to the inquiry.

If a prospective Sub-Recipient submits a funding application directly to the Head Start Office when there was no RFQ/RFP announcement, then a standard letter is issued by the Head Start Office notifying the prospective Sub-Recipient of its appeal rights directly to the responsible Health and Human Services official. If the funding application is submitted to Recipient's Contracts unit, that office will forward it to the Executive Director, Head Start and Early Head Start Programs, for response to the prospective Sub-Recipient. The standard letter will be used in providing that response.

If a prospective Sub-Recipient's RFQ submission is reviewed and the Recipient requests a detailed program narrative and budget from the prospective Sub-Recipient; then it will be deemed that the Recipient has received a "funding application" from the prospective Sub-Recipient. If Recipient decides not to contract with the prospective Sub-Recipient, the prospective Sub-Recipient will be notified by the Head Start Office of Recipient's decision and of the prospective Sub-Recipient's appeal rights.

5. Appeal of Recipient's Failure to Act on a Funding Application from a Prospective Sub-Recipient: If a prospective Sub-Recipient submits a funding application to a Recipient through an RFQ/RFP or an unsolicited funding application to the Head Start and Early Head Start Programs and neither the

Recipient's Contracts unit nor the Head Start and Early Head Start Program timely acts on that application and does not notify the prospective Sub-Recipient; regardless of the reason, the prospective Sub-Recipient has the right to submit an appeal directly to the responsible Health and Human Services official. The prospective Sub-Recipient has thirty (30) days after the initial 120 days to submit an appeal to Health & Human Services. The prospective Sub-Recipient must also notify and provide a copy of its appeal to Recipient at the same time the prospective Sub-Recipient submits its appeal to the responsible Health and Human Services official.

Unlikely as it may seem, Recipient need not notify the prospective Sub-Recipient of Recipient's decision regarding submission of a funding application by the prospective agency and that agency has the right to file an appeal directly with the responsible Health and Human Services official. Within 30 work days of receipt of the appeal, Recipient must respond to the appeal and simultaneously provide a copy of the response to the prospective Sub-Recipient agency.

It is highly unlikely that a prospective Sub-Recipient would submit an unsolicited funding application to Recipient to provide Head Start and/or Early Head Start services. However, if this occurs and the unsolicited funding application is received by the Recipient's Contracts unit, Contracts will forward the unsolicited funding application to the Head Start and Early Head Start Programs for a response to the prospective Sub-Recipient. As there is no RFQ/RFP, Contracts will request the Head Start and Early Head Start Programs to respond to that prospective Sub-Recipient. The standard reply letter will be used to notify the prospective Sub-Recipient.

C. APPEAL PROCEDURES CONCERNING RECIPIENTS AND CURRENT OR PROSPECTIVE SUB-RECIPIENTS

The Executive Director, Head Start and Early Head Start Programs, must be notified immediately of receipt of an appeal from a current or prospective Sub-Recipient. If the Executive Director, Head Start and Early Head Start Programs, is not available, their designees must be notified in the following order : Coordinator, Facilities & Special Projects; Coordinator, Head Start/Early Head Start; Coordinator, Quality Assurance; and finally, Coordinator, Program Compliance. Upon receipt of the appeal, the Executive Director, Head

Start and Early Head Start Programs, or designee, will notify the Assistant Superintendent, Associate Superintendent and Chief Academic Officer who will then immediately notify the Superintendent and Recipient's General Counsel.

An appeal may be hand-delivered to the Head Start office's reception desk by a representative of the appellant, by courier (FedEx, UPS, etc.), or by United States Postal Service (USPS) regular or registered mail. The reception desk will sign for the appeal. The Executive Director, Head Start and Early Head Start Programs, will provide special instructions to the reception desk staff if they receive an appeal and the special handling and immediate delivery of the appeal to the Executive Director or designee.

If the appeal is sent or delivered to the Recipient's Mailroom or another of Recipient's offices e.g., Chief Academic Officer; Superintendent; Contracts unit, etc., that office will immediately notify the Executive Director or designee of the appeal's receipt. The Executive Director or designee will arrange for immediate pickup and have copies made for the Chief Academic Officer and the Superintendent.

The Recipient's Contracts unit must also be notified of receipt of an appeal as that office is responsible for the initial review of the appeal and determination as to action to be taken by Recipient. Normally, the Contracts unit will be involved only during an RFQ/RFP process and will work with the Executive Director, Head Start and Early Head Start Programs, to determine the appropriate course of action for that appeal.

D. COMMENCEMENT OF RESPONSE BY HEAD START AND EARLY HEAD START PROGRAMS' RESPONSE TO APPEAL

EXECUTIVE DIRECTOR (OR DESIGNEE) RESPONSIBILITIES

Immediately upon receiving an appeal from a current or prospective Sub-Recipient, the Executive Director (or designee) will follow the appeal steps indicated below. If the appeal is from a prospective Sub-Recipient, information will be collected about its submission to Recipient. The Office of Head Start may provide instructions to Recipient; however, Recipient's should immediately begin to prepare its response to the appeal.

1. Convene a meeting with the Coordinators and all appropriate staff; i.e., Education, Health, Nutrition staff, etc., assigned to the current Sub-Recipient. Note: If the appeal is from a prospective Sub-Recipient, the meeting will consist of the Executive Director, Coordinators and staff involved with the RFQ/RFP process including the Recipient's Contracts unit.
2. For an appeal from a current Sub-Recipient, contact the Chief Academic Officer who will request the Superintendent identify a designated reviewer from the previously approved list. The designated reviewer will have reasonable time to make a recommendation to the Superintendent.
3. Prepare a listing of all action items required by the Chief Academic Officer and ISD Superintendent. The Executive Director will review the listing with the Chief Academic Officer.
4. Review the reasons for the appeal from either a prospective or current Sub-Recipient and determine the appropriate "framework" (See attachments) to use for responding to the appeal;

- i.e., Recipient's Rejection of a Funding Application from a Prospective Sub-Recipient Agency; Recipient's failure to Act on a Funding Application from a Prospective Sub-Recipient Agency, or Termination of an Agreement with a Current Sub-Recipient Agency.
5. Establish the time frame as outlined in the GIM to respond to the applicant to meet regulatory requirements. If the appeal is from a prospective Sub-Recipient, the responsible Health and Human Services official may notify Recipient of the requirements and timeframe for responding to it . Recipient should contact the responsible Health and Human Services official to request instructions if none are provided by Health & Human Services within five (5) working days of receiving the prospective Sub-Recipient's appeal. Such appeal must also be served simulataneouls to Recipient and the responsible Health & Human Services official.
 6. Review the GIM ("Appeal Procedures for Current Sub-Recipient Agencies and Prospective Sub-Recipient Agencies"), assign responsibilities to specific individuals, set parameters for review of the appeal and prepare supporting documentation in response to the agency's appeal. The Coordinator, Facilities & Special Projects, will work with the Coordinators to ensure all assignments and necessary documentation are identified and responsibilities are assigned to complete each task. If the appeal is from a current Sub-Recipient, most of the documentation originally gathered to propose the termination of the current Sub-Recipient's agreement to the ISD Superintendent should have been maintained by the Head Start and Early Head Start Programs and easily accessible. (See attached planning documents for task assignments.)
 7. Request all staff to identify appropriate documentation (for a current Sub-Recipient appeal) to respond to the appeal and notify staff of the documentation format, to whom it should be delivered, and the specific timeframe for completion of that assignment. The responsible Health and Human Services official may notify Recipient of the documentation and format required for an appeal by a prospective Sub-Recipient.
 8. Identify timeline(s) to review documentation and draft the appeal response to meet the turnaround time required for all information to be forwarded to the designated reviewer or to the responsible Health and Human Services official.
 9. Schedule a meeting with the Chief Academic Officer and the ISD Superintendent to provide information on appeal procedures, deliver draft response letters, and agree to move ahead with the designated reviewer process.
 10. Provide the designated reviewer with a copy of the Sub-Recipient's appeal and Recipient's response to the appeal.
 11. Clarify the time schedule for the designated reviewer in order to provide the ISD Superintendent a recommendation on the appeal.
 12. Meet with the ISD Superintendent after the designated reviewer has provided his/her recommendation and determine the appropriate Notice (Response to Appeal) to the Sub-Recipient. The appropriate response will depend on the ISD Superintendent's final decision to either accept or deny the current Sub-Recipient's appeal.
 13. If the Superintendent's decision is to uphold the termination, the ISD Superintendent will inform the ISD's Board of Education of the decision to terminate the Sub-Recipient's agreement.
 14. Include in the Notice to the Sub-Recipient (Response to Appeal) that the Sub-Recipient will be contacted by the ISD Superintendent to review the appeal action. Depending upon whether the Superintendent upholds the termination or the Sub-Recipient's appeal, the Notice will include a meeting to discuss possible options or closeout activities.
 15. **A decision to terminate a Sub-Recipient agency's agreement and notice thereof must be made and delivered prior to the end of the agreement period . The notification must identify a specific date and time at which the Sub-Recipient loses authority to obligate current year grant funds.**

16. Ensure the ISD Board of Education and the Policy Council are informed of the appeal and the status of the appeal, as appropriate.

E. PLANNING, REFUNDING AND REVIEW PROCESS CONSIDERATIONS

During the Head Start and Early Head Start Programs annual planning process, each Coordinator will review all Sub-Recipients for potential areas of concern and the possibility of identifying agency deficiencies. These agencies will be monitored on a regular and consistent basis to ensure all agencies are held to an equal standard of review and accountability and that no agency is able to provide evidence that the Recipient was arbitrary and/or capricious toward any Sub-Recipient.

During the refunding process, Recipient's review of an agency's application will use a review tool that includes all normal procedures and the reasons for the areas of concern or any identified deficiencies. The review team must ensure that each Sub-Recipient addresses these issues/deficiencies in the application and is on a schedule to improve its status within a reasonable time established by the Recipient. For example, if a Sub-Recipient has submitted a Quality Improvement Plan (QIP), which identifies adding staff or providing special training, Recipient will ensure funds have been designated for those purposes.

Any funding application from a prospective or current Sub-Recipient that is a "for profit" commercial agency will be reviewed to ensure that no Head Start or Early Head Start funds will be paid as profits. "Profit" is any amount in excess of allowable direct and indirect costs. This review will include a comparison to other agencies of similar size (both number of slots and funding) and projected costs are determined to be "allowable," "necessary," "reasonable," and "allocable," as appropriate.

RECORD KEEPING AND REPORTING

All record keeping and reporting will be electronically entered for efficient and effective retrieval and for historical purposes. All correspondence to a current or prospective Sub-Recipient must be filed in accordance with standard filing procedures for the Head Start and Early Head Start Programs. All original documents will be maintained in the Head Start and Early Head Start Programs' official files. Staff may only keep copies, not original documents, in their work files. Documents and files with confidential information may not be maintained in staff files.

All Coordinators will ensure training for their staff on the computerized systems, maintain their respective files, and enforce the use of the system.

ONGOING MONITORING

The Recipient shall comply with the Head Start and Early Head Start Programs "On-going Monitoring Procedures". Other Recipient divisions may have other monitoring procedures that ensure consistency for their activities; i.e., Recipient's Financial Managers, Recipient's Contracts, etc.

COMMUNICATION

All internal and external communication regarding a current Sub-Recipient must be summarized in a written report. Information regarding an active appeal from a prospective or current Sub-Recipient and provided to the Policy Council, County Board, Recipient's senior executive staff, or the public must be conducted in accordance with Recipient's policies and

procedures. Sensitive information that can be used as evidence in an appeal, by the appellant or Recipient, must be held in the strictest confidence and shared only on a “need-to-know” basis.

Throughout the planning, refunding and monitoring process, all Recipient staff will document all communication with current Sub-Recipients. Communication with a prospective Sub-Recipient involved in an RFQ/RFP process must be referred to Recipient’s Contracts unit. Information about an RFQ/RFP should not be provided to any individual outside of Recipient except to refer them to the Contracts unit. All monitoring and/or training and technical assistance, even by telephone, will be recorded in appropriate computerized systems.

Documentation is a key element in the Data Management system for the Recipient and will be readily available for developing reports to the Executive Director and updating the Chief Academic Officer, the ISD Superintendent, or the ISD Board.

The Executive Director will provide information to the Chief Academic Officer in preparing to communicate with the ISD Superintendent or any elected official. The ISD Superintendent and/or designee will direct all communication with elected officials, the media, and affected communities.

Information about appeals should not be communicated publicly until the process is completed, including appeals to the responsible Health and Human services official and final decisions from that office.

When an executive summary is prepared to support an appeal, the information should be carefully reviewed to avoid errors and ensure the accuracy of a transmittal date to a Sub-Recipient.

PROGRAM GOVERNANCE

The Policy Council will be informed of all appeals by current or prospective Sub-Recipients, except for sensitive or confidential information. Any written report to the Policy Council regarding an appeal must ensure sensitive and confidential information is not shared. Policy Council members must also be reminded of their responsibilities regarding the Code of Conduct. Any Policy Council member whose agency has submitted an appeal must not provide any information to a Sub-Recipient that might jeopardize and/or bias the process.

The Chief Academic Officer and ISD Superintendent will receive ongoing written reports (marked “Confidential”), as requested, but at least monthly. If the appeal will be discussed at an ISD Board meeting, a closed session will be requested as permitted by law.

The Executive Director will request official approval from the ISD Superintendent for all proposed rejections of funding applications leading to agreement termination with a current Sub-Recipient.

Should a prospective Sub-Recipient submit an appeal to the responsible Health and Human Services official which results in a finding that Recipient acted arbitrarily, capriciously, or otherwise contrary to law, regulation, or other applicable requirements, Recipient will be directed to reevaluate Sub-Recipient’s application. The ISD Superintendent will consider the facts and determine the action regarding the appeal’s findings and mandates.

Possible actions may include the following:

1. review the responsible Health & Human Services official’s reason(s) for finding Recipient acted in a manner arbitrary, capricious or contrary to law or regulation, and reevaluate the RFQ/RFP applications,
2. accept the prospective Sub-Recipient agency’s funding application with modifications agreeable to Recipient and the prospective Sub-Recipient, or
3. deny the funding application from the prospective Sub-Recipient and notify the responsible Health and Human Services official of the result of Recipient’s reevaluation and final determination.

After reviewing all options, the ISD Superintendent will decide the appeal. The Recipient’s decision must be issued in writing to the prospective Sub-Recipient within thirty (30) work days or within the timeframe stated on the demand by the responsible Health and Human Services official.

If the current Sub-Recipient’s operating funds are exhausted before the appeal is resolved, the Recipient will furnish sufficient funds for the maintenance of the Sub-Recipient’s operations until a final decision has been reached.

FRAMEWORK FOR RECIPIENT’S PROCEDURES TO RESPOND TO A CURRENT OR PROSPECTIVE SUB-RECIPIENT APPEAL

Internal procedures for preparing a response to a current or prospective Sub-Recipient agency’s appeal are divided between “Appeals of Current Sub-Recipient Agencies” and “Appeals of Prospective Sub-Recipient Agencies.” Information is provided identifying all written notifications to an agency and the required documentation needed to respond to an appeal. Each scenario has some requirements as provided by law or regulation.

RESPONSE ITEMS, PERSON RESPONSIBLE AND DOCUMENTATION NEEDED FOR RECIPIENT’S TERMINATION OF A SUB-RECIPIENT AGREEMENT

In Preparation for Review by Superintendent/Designee to Defend Request for Termination of Sub-Recipient Agency and/or Designated Reviewer after Receipt of Sub-Recipient Agency’s Appeal:

<u>Response Item</u>	<u>Person Responsible</u>	<u>Documentation Needed</u>	<u>Timeline Certain</u>
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<p>a. did Recipient advise the Sub-Recipient of defects/deficiencies in the program’s operation prior to the notice to terminate the agreement or show cost effectiveness</p> <p>b. did Recipient provide the Sub-Recipient reasonable time and opportunity to correct the defects/deficiencies</p> <p>c. did Recipient provide, or provide for technical advice, consultation, or assistance to correct the defects/deficiencies;</p> <p>d. what steps or measures, if any, did the Sub-Recipient take to correct any defects/deficiencies;</p> <p>e. when and how did Recipient notify the agency of its decision; the reasons for the decision; how were those reasons communicated to the agency; and Date and Time Sub-Recipient no longer has authority to obligate funds</p> <p>f. is there evidence to support a claim that Recipient acted arbitrarily or capriciously ;</p> <p>f. other relevant facts and circumstances in the reviewed documentation (h) provide the Recipient’s Superintendent/designee with a recommendation to uphold Recipient’s initial decision to terminate the agreement or grant the agency’s appeal</p> <p>(i) provide the Recipient’s Superintendent/designee with a sample letter of termination to Sub-Recipient agency including notice of deadline (date and time) for obligating funds</p> <p>Note: Neither a Sub-Recipient nor Recipient may use Head Start/Early Head Start funds to pay legal fees, or other costs incurred, pursuant to an appeal. Ref: Head Start Act, Sec. 646(a)(4)(C).</p>			
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TABLE OF RESPONSE ITEMS, PERSON RESPONSIBLE AND DOCUMENTATION NEEDED FOR:
Recipient's Failure to Act on a Prospective Sub-Recipient Application

<u>Response Item</u>	<u>Person Responsible</u>	<u>Documentation Needed</u>	<u>Timeline Certain</u>
<p>An appeal filed alleging a Recipient failed to timely act on a prospective Sub-Recipient agency's funding application or notify the prospective Sub-Recipient of the application's disposition need only contain a copy of the application to Health & Human Services. The Recipient must be served a copy of the appeal at the same time it is filed with the responsible Health and Human Services official.</p> <p>The Recipient <u>must</u> maintain proof of the date the Recipient received the application. If through an RFQ/RFP process, Recipient's Contracts officials should have this information.</p> <p>Use framework for "Termination of a Current Sub-Recipient Agency Contract" and identify what sections, if any, are applicable for the appeal response.</p> <p>If under the RFQ/RFP process, Head Start works with Recipient's Contracts officials to provide any documentation that Contracts may need to notify the prospective Sub-Recipient agency.</p> <p>Head Start must collect all documentation regarding the RFQ process, the detailed budget and narrative, and communication with the prospective agency. A timeline should be developed when Head Start began "negotiations" with the prospective agency, requested additional information, etc. All correspondence must be collected. Recipient's response will include this information and timelines in its response to Health & Human Services of the prospective Sub-Recipient's appeal.</p>			

**TABLE OF RESPONSE ITEMS, PERSON RESPONSIBLE AND DOCUMENTATION
NEEDED FOR:**

RECIPIENT’S Rejection of a Funding Application from a Prospective Sub-Recipient Agency

<u>Response Item</u>	<u>Person Responsible</u>	<u>Documentation Needed</u>	<u>Timeline Certain</u>
<p>Use framework for “Termination of a Current Sub-Recipient Agency Agreement” and identify what sections, if any, apply to the appeal response.</p> <p>a. whether, when, and how the Recipient advised the prospective Sub-Recipient of alleged defects/deficiencies in the application before sending the rejection notice. This may be included in the “rejection letter” from Recipient’s Contracts unit.</p> <p>b. whether the Recipient provided the prospective Sub-Recipient reasonable opportunity to correct the defects/deficiencies; details of the opportunity given. This is typically not part of the RFQ/RFP process but should be addressed depending on what Recipient’s Contracts or Head Start requested from the prospective Sub-Recipient agency after receipt of the initial RFQ/RFP application, if the Recipient provided, or offered technical advice, consultation, or assistance to correct defects/deficiencies. This is typically not part of the RFQ/RFP process but should be addressed depending on what Recipient’s Contracts or Head Start requested from the prospective Sub-Recipient agency after receipt of the initial RFQ/RFP application.</p> <p>Steps or measures taken by the prospective Sub-Recipient to correct defects/deficiencies when and how the Recipient notified the agency of its decision; if the Recipient told the prospective Sub-Recipient the reasons for its decision; how the reasons were communicated and what those reasons were;</p> <p>if and why the agency believes the Recipient acted arbitrarily or capriciously, and any other facts supporting the agency’s appeal of the Recipient’s decision</p>			

SAMPLE LETTER

“Letter of Notice of Termination of Agreement to Current Sub-Recipient Agencies”

Note that each bulleted item may be a basis for the termination decision. To provide a basis for the kind of documentation that should support each reason, we have drafted language and ideas for references, analysis of information, and the interplay among issues such as agency Board requirements for fiscal oversight, statutory and regulatory citations, and the use of ChildPlus data. Each letter will differ radically based on documented evidence, follow-up activities, and Sub-Recipient responses.

There is always the admonishment: “Every issue has the potential to draw us down the path to an adverse action.”

(Date)

Name of Board Chairperson

XYZ Agency

Address

City, State, Zip code

Dear Mr./Mrs./Dr. *(Name of Board Chairperson)*:

This letter officially notifies your agency of the Washtenaw Intermediate School District’s (Recipient’s) intention to terminate its agreement with (XYZ agency) effective (date) . (XYZ agency) may not obligate or expend any Recipient-authorized funds effective (time) on (date) .

On (date) , the Recipient’s Superintendent advised the Board of Education of issues described below. Reasons for the termination include a continuing failure on the part of XYZ, its Board of Directors, and leadership to rectify areas of deficiency and non-compliance that resulted in a lack of services to children and families, and a second year of over-expenditure of grant funds.

Recipient is taking this action based on the following:

- I. Recurring findings that hinder the agency’s ability and capacity to function effectively and to implement its planned program without additional Recipient support or intervention. Supportive evidence includes the following:
 - a. The agency has overspent its funded allocation of \$ _____ by \$ _____ with _____ (number) months of program operations remaining. The agency is unable to continue Head Start program operations without an additional allocation from Recipient. This same problem occurred in (year) when the agency overspent its allocation of \$ _____. At that time, Recipient, on a one-time basis, provided an additional \$ _____ in funding. The funds came with the proviso that the agency’s Board take responsibility of ensuring that the agency incur no further over-expenditures and that budget changes would not occur without prior Board and policy committee approval.
 - b. In instances where changes required prior Recipient approval (as in this case) the agency Board committed to ensuring that prior approval would be sought before the changes occurred. The failure of the Board to hold staff accountable and to ensure that funds granted to the agency are used in accord with the funding terms and conditions of the contract are clear indications that the statutory oversight responsibilities of Section 642(E)(i) and Section 642(E)(iv)(VII)(dd) of the Head Start Act are not being implemented.

- c. Despite the over-expenditure of funds, the agency has not provided all of the mandated services to enrolled children and families as described below under multiple noncompliance findings. The failure to maintain up-to-date services based on screening and assessment information means the magnitude of the problem will only grow in the absence of additional funding.

The Board of Directors was unaware of the over-expenditures in both instances although they were advised (by whom) of the noted requirements. The Head Start Act, Section 642(c)(1)(E)(iv)(VII) and VII(aa) requires the board to “approve financial management, accounting, and reporting policies, and compliance with laws and regulations related to financial statements, including the—(aa) approval of all major financial expenditures of the agency.” Each of these requirements is articulated in Recipient’s GIM and explicitly requires the Board to ensure that its oversight of agency financial activities is substantiated in detailed minutes of board and/or committee meetings that support the veracity of the information presented. In reviewing minutes of meetings for the past 12 months, and financial reports submitted to Recipient, it is apparent that the information contained in the reports is erroneous. In reviewing those reports, Recipient identified the erroneous information in the reports and provided that data to your Board. Recipient’s letter of (date) requested the board to respond to our concerns about the content of the reports and verify the accuracy of the information in the reports. To provide additional oversight, Recipient advised the agency in a letter dated (date) that the agency was being placed on Interim Administrative Management and assigned to (Support Level – Intensive Monitoring) of our monitoring system to provide additional time and support to the agency.

To date, Recipient has not received any of the requested responses to verify the information previously submitted or to correct the information. The audit for the period ended (date) documented the over-expenditure of funds last year. Recipient anticipates that if the current rate of expenditures continues, the audit will again verify the agency has overspent its allocation for this contract period beyond the level of over-expenditures last year. Discussions with the agency’s Fiscal Officer failed to provide the reasons for the over-expenditures or any steps to resolve the problems. The Fiscal Officer further indicates that he is unable to determine the source of the problem to propose corrective action to the Board and to managers. In the absence of procedures to safeguard the funds entrusted to the agency, Recipient must take steps to avoid further lack of accountability and oversight.

Multiple non-compliance findings that indicate a failure or inability to implement adequate local oversight and controls have been identified. The following are the specific noncompliance findings that support Recipient’s position:

- d. Over the past six months, the agency has failed to ensure the health and safety of children. This was evidenced by three children leaving the premises of three different classrooms on three different dates without being observed by staff, and being absent from the program for periods of 10 to 30 minutes unsupervised and without the care of an adult from the program. In each of these instances, the agency failed to adhere to its own policies and procedures for care and supervision, and licensing requirements (citation #s). Although the original incident was for a period of 10 minutes, the other incidents were for longer periods and ultimately deemed by Recipient as a deficiency for the agency.
- e. Two sites have violations the agency should have addressed over the summer based on an agreement with Recipient that the leaks in the roof and the resulting mold would be repaired and remediated. To date, four months after the plan for completion have passed, the leaks

have not been corrected and the mold continues to build around the water-damaged areas. These issues violate 45 CFR 1302.47(b) – Safety Practices that requires agencies to “develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with Part 1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety. In addition, 45 CFR 1302.47(b)(1)(iii) requires “All facilities where children are served are free from pollutants, hazards and toxins that are accessible to children and could endanger children’s safety”.

Our review of health information in ChildPlus and of 35 agency files in November show a discrepancy between the two sets of data. In a follow-up review in December, the data still was uncorrected and staff could not provide the source information to show the services were actually performed. In discussions with program managers, we were told that the problems relate to new staff members who were not completely trained on ChildPlus requirements. The agency’s inability to provide the data to enter is a serious breakdown in the internal record-keeping processes given the sensitive nature of the information in question. In addition, the lack of documentation showing that services were provided well beyond the established period for follow-up is a violation of the agency’s ongoing monitoring requirements.

At least three non-compliance issues have occurred: (1) the lack of ongoing monitoring as required by 45 CFR 1302.102(b) – Monitoring Program Performance; the lack of tracking the provision of health services as required by 45 CFR 1302.102(b)(1)(i), and the timely completion of follow-up services as required by 45 CFR 1302.42(d) – Extended Follow-up Care. Because of the lack of tracking and monitoring, the agency is unable to document that each of the children whose files were reviewed has received the required services as stipulated in 45 CFR 1302.42(d).

XYZ agency was notified of these conditions beginning on _____ *(date)* and required to take corrective action. That action did not occur or was not sustained to correct the non-compliance or deficiencies. Recipient’s continued to monitor XYZ agency on at least the below-listed dates with follow-up reports provided after each visit with required corrective action. In addition to the support provided during each visit, Recipient provided the services of an independent consultant from ____ to _____. The results are described in the bi-weekly consultant’s report given to the agency. The reports indicate the agency’s inability to perform the required activities that support continuing implementation of systematic processes required to maintain adequate records, track service delivery, and ensure children and their families receive quality service.

The support provided by Recipient’s fiscal staff included the following.

(List all pertinent monitoring activity by Recipient’s, the follow-up reports provided to the agency. Include a copy of all monitoring and follow-up reports with this letter.)

Recipient provided or provided for the following training and/or technical assistance to XYZ agency to assist your agency with correcting the previously identified items.

(List all pertinent T&TA activity by Recipient to the agency. Include a copy of all T&TA and follow-up reports with this letter.)

Recipient's originally notified XYZ agency of these non-compliance/deficiencies on ____ (date) and the need for your agency to correct the identified items in the period specified. XYZ agency has failed to correct the identified items by the deadline. As more than sufficient time as lapsed from the original notification and your agency has not corrected these items; Recipient takes this action to ensure children and families receive quality services and to safeguard Federal assets.

Your agency has the right to appeal to Recipient in accordance with 45 CFR Part 1303.33 and Recipient's GIM -- Appeal Procedures for Current & Prospective Sub-Recipient Agencies. A copy of each of these documents is enclosed for your reference.

I will convene a joint meeting with the XYZ agency's governing board in the next ten (10) working days to outline the options available to XYZ agency, including the right to voluntarily relinquish the Recipient's funded Head Start and Early Head Start programs. A representative from your Policy Committee executive membership must be in attendance at that meeting.

After the joint meeting between Recipient and XYZ agency, your agency will have five (5) work days to notify me that your agency wishes to voluntarily relinquish the Head Start and/or Early Head Start programs funded by Recipient. If you choose to appeal the termination decision, you will have ten (10) working days from my official notice after the joint meeting to submit an appeal of my decision. Instructions for submission of an appeal to Recipient will be provided in my subsequent letter to you.

Sincerely,

(Name of Superintendent)

Superintendent

Washtenaw Intermediate School District

(Initials)

Enclosures: 45 CFR Part 1303.33
RECIPIENT'S GIM -- Appeal Procedures for Current & Prospective Sub-Recipient Agencies
Copy of all pertinent Recipient's Monitoring and Follow-up Reports to XYZ agency

Copy of all pertinent Recipient's T&TA and Follow-up Reports to XYZ Agency

C: Recipient's Board Chairperson
Chief Academic Officer
General Counsel
Head Start Executive Director
Chairperson, Recipient's Head Start Policy Council
Executive Director, XYZ Agency
Chairperson, XYZ Agency Policy Committee
Director, Regional Program Manager, Office of Head Start – Region V Grants Officer, Office of Head Start – Region V

DATE: December 3, 2024

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Dr. Jennifer Banks, Director of Instruction

SUBJECT: Contract with Calhoun Intermediate School District/Michigan Department of Education

The Tri-County Culturally Responsive Mathematics Institute is a collaboration with Oakland Schools, Washtenaw ISD's Responsive Teaching Institute and Wayne County RESA. The project is designed to provide opportunities for teachers across three counties to learn how to engage all students in meaningful, culturally responsive mathematics, to increase engagement and relevance to all students. Researchers in the field of culturally responsive teaching and mathematics education will work with teams to support the development of creating high quality culturally responsive tasks and provide feedback on finalized tasks.

We are requesting approval to contract with Calhoun Intermediate School District (CISD) to receive year one funds to implement the Tri-County Culturally Responsive Mathematics Institute with educators in Washtenaw, Wayne, & Oakland counties. The project is funded through Title I Technical Assistance Grant awarded to CISD through the Michigan Department of Education. CISD will compensate Washtenaw ISD up to \$300,000 for the scope of work outline in the attached proposal for the timeframe of November 1, 2024 – September 30, 2025. Each of the counties will contribute to the project through consultant time and expenses not covered through the grant.

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

INDEPENDENT CONTRACTOR SERVICE AGREEMENT

This Service Agreement (“Service Agreement” or “Agreement”) made this **26th** day of **November, 2024** by and between **Washtenaw Intermediate School District** referred to as “Contractor”) whose address is **1819 S. Wagner Rd. Ann Arbor, MI 48106** and whose Federal Tax Identification # is _____ and the Calhoun Intermediate School District organized and operated pursuant to Part 7 of the Michigan Revised School Code, located at 17111 G Drive North, Marshall, Michigan 49068 (referred to as CISD).

RECITALS

WHEREAS, CISD is organized and operated as an Intermediate School District under Part 7 of the Michigan Revised School Code and has the powers, authority and duties specified therein, including the authority to engage independent contractors to carry out its powers and to contract with an entity pursuant to Section 601a(1)(d) of the Revised School Code; and

WHEREAS, CISD is engaged in providing public educational services, including vocational education programs, special education programs, and related services and desires to engage Contractor to provide the services described in Appendix A (the “Services”) in connection with CISD’s programming and service delivery; and

WHEREAS, Contractor is a company or entity which has the expertise, training, capacity and qualifications to perform the services contemplated under this Agreement.

NOW THEREFORE, in consideration of the mutual promises and benefits contained herein, the parties agree as follows:

SECTION 1 DESCRIPTION OF SERVICES TO BE PROVIDED BY CONTRACTOR – RELATIONSHIP OF PARTIES

- 1.1 Contractor shall provide the Services set forth in Appendix A (including necessary personnel, equipment and materials) pursuant to the terms and conditions of the Service Agreement.
- 1.2 Personnel assigned by Contractor to perform services under this Agreement for CISD shall be fully certified, licensed, and approved to perform the functions assigned pursuant to and in conformance with the provisions of the Michigan Revised School Code, the Revised Administrative Rules for Special Education and the Michigan Teacher Certification Code. Contractor hereby assures CISD that it will not furnish any substitute teachers to CISD who would be ineligible for employment by CISD if that person were instead employed directly by CISD as a substitute teacher under the provisions of the Revised School Code.
- 1.3 Pursuant to the requirements of Sections 1236a, 1230 and 1230a-h of the Revised School Code, and as authorized by Section 1236(2)(e) of the Revised School Code, CISD shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to all persons to be assigned by Contractor under this Service Agreement to regularly and continuously work in any of the CISD’s facilities or at program sites where CISD delivers educational programs and any of the following services: food, custodial, transportation, counseling or administrative services, or to provide instructional services to pupils or related auxiliary services to special education pupils.

Contractor agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in CISD facilities or program sites if such person has been convicted of any of the following offenses:

- A. Any “listed offense” as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- B. Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b; or

- C. Any felony. Provided, that with prior written approval of the Superintendent of CISD and of its Board of Education an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing services under this Agreement at CISD facilities or program sites may be permitted to perform such services when, in the judgment of the Superintendent and Board of Education of CISD, such individual's presence will not pose a danger to the safety or security of CISD students or employees; or
- D. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Revised School Code.
- E. Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or
- F. Any other offense that would, in the judgment of CISD, create a potential risk to the safety and security of students serviced by CISD or employees of CISD.

CISD reserves the right to refuse Contractor's assignment of any individual, agent or employee of Contractor to render services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in CISD's judgment, unfitness to perform services under this Agreement.

Where necessary, pursuant to Section 1236(2)(e) of the Revised School Code, Contractor shall provide for CISD's review criminal history records and criminal records check information regarding all persons employed and assigned by Contractor to provide services under this agreement. Contractor shall further ensure that CISD is provided a copy of the initial job application for each individual assigned and the CISD shall use the initial job application solely to comply with recordkeeping requirements related to criminal history background checks. CISD's retention of a copy of the initial job application shall not infer an employment relationship.

- 1.4 In the performance of services under this Agreement, Contractor (its agents, contractors and employees) shall be regarded at all times as performing services as independent contractors of CISD. Consistent with that status, Contractor reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Services Agreement and CISD shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Contractor in providing services under this Agreement.
- 1.5 Contractor shall be regarded, designated and considered to be the employer with respect to all individuals whom Contractor may select and assign to provide Services under this Agreement. Contractor shall be exclusively and solely responsible for compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom Contractor utilizes in connection with providing Services under this Agreement.
- 1.6 Contractor shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of Contractor's employees or agents designated by Contractor to carry out the services under this Agreement.

These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of services by employees or agents of Contractor in connection with this Service Agreement.

All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any judgments resulting therefrom shall be the sole and exclusive responsibility of Contractor.

- 1.7 The parties intend that an independent contractor relationship exist between Contractor and CISD, and that nothing in this Service Agreement shall be construed as being inconsistent with that status and relationship. Contractor's employees and agents shall not be considered as agents, employees or contractors of CISD for any purpose and no such employees or agents are entitled to any of the rights, compensation or other benefits which CISD may provide to its own employees.
- 1.8 CISD does not agree to use Contractor exclusively for the services under this Agreement or otherwise. It is understood and acknowledged that CISD is free to contract for similar services to be performed by other persons or entities so long as such services do not interfere with the performance of the obligations of the parties under this Service Agreement.
- 1.9 Contractor agrees that the individuals it assigns to CISD under this Agreement will abide by those policies of CISD which are applicable to performance of services under this Agreement including, but not limited to, policies pertinent to:
- A. Corporal punishment/physical contact with students;
 - B. Non-discrimination;
 - C. Child abuse and neglect reporting;
 - D. Sexual harassment;
 - E. Confidentiality of student records and student record information;
 - F. Bloodborne pathogens exposure control;
 - G. Administration of medication to pupils;
 - H. Communicable diseases;
 - I. Alcohol/controlled substance possession and use; and
 - J. Copyright

At the inception of this Agreement, a copy of the above policies will be provided to Contractor by CISD.

- 1.10 Contractor acknowledges and agrees that it is the sole and exclusive responsibility of Contractor to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed by Contractor to provide services under this Agreement. No part of Contractor's compensation shall be subject to withholding by CISD for the payment of social security, unemployment or disability insurance or any other similar state or federal tax obligation. Contractor shall be solely and exclusively responsible for any taxation consequences to it or its agents or employees as a result of Contractor's engagement under this Agreement. Contractor agrees to indemnify and hold CISD harmless from any and all such claims.
- 1.11 Contractor agrees that the individuals it assigns to CISD under this Agreement will adhere to professional standards and will perform all services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of services rendered. Contractor represents that it has secured the necessary licenses, approvals and regulatory authorizations to provide the services contemplated in this Agreement.
- 1.12 To enable CISD to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA300, as amended CONTRACTOR: (1) shall promptly notify the CISD in writing of the identity of any individual employed or assigned by CONTRACTOR to perform services at the CISD that is a retirant from the Michigan Public School Employees Retirement System (MPSERS); and (2) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the CISD to report on a schedule and in such manner as may be determined from time to time by MPSERS. MCL 38.1342(6).

SECTION 2
TERM OF AGREEMENT AND TERMINATION DURING TERM

- 2.1 This Service Agreement shall commence on **November 1, 2024** (“Effective Date”) and remain in full force and effect until **September 30, 2025**.
- 2.2 This Service Agreement may be terminated for any reason during its term by either party upon thirty (30) days written notice to the other party.

In the event that this Agreement is terminated during its term pursuant to this provision, CISD will pay Contractor for its services performed under this Agreement up to and including the effective date of termination. Any funds remitted by CISD to Contractor in excess of the pro-rata charges for services performed by Contractor up to and including the effective date of termination will be returned to CISD by Contractor. Any such amounts owed by either party to the other shall be paid within thirty (30) days of the effective date of termination of this Service Agreement.

- 2.3 Sections 1.6, 1.10, 4 and 5 of this Agreement survive the expiration or termination of this Agreement for any reason.

SECTION 3
INVOICE AND PAYMENT

- 3.1 In consideration of the services provided to CISD by Contractor under this Agreement, CISD will pay Contractor for services rendered under this Agreement as specified in Appendix B.
- 3.2 Contractor shall submit to CISD as specified in Appendix B an invoice setting forth all applicable charges for the billing interval, itemized by date and service rendered. CISD will remit payment on undisputed invoices or undisputed portions of invoices within thirty (30) days of invoice date.
- 3.3 Contractor shall have sole and exclusive responsibility for the following costs and charges attributable to the persons it assigns to provide Services under the terms of this Agreement:
- A. All wage payments.
 - B. All required statutory or contractual pension and retirement contributions.
 - C. All applicable state and federal employment taxes and FICA.
 - D. All unemployment taxes and costs (whether by commercial or self-insurance) attributable to or arising from the performance of services by Contractor’s employees or agents pursuant to this Agreement.
 - E. All applicable premium costs for insurance coverages and programs applicable to Contractor’s personnel.
 - F. All expenses.
- 3.4 If CISD disputes the accuracy of any invoice delivered by Contractor, CISD shall, within twenty (20) days of receipt, deliver a written notice and explanation of such dispute to Contractor. Contractor shall meet with CISD to review the invoice and account within ten (10) business days.

SECTION 4
LIABILITY, INSURANCE AND INDEMNITY

- 4.1 Contractor shall indemnify and hold CISD (and its officers, trustees and agents) harmless from and against all liabilities, damages, fines, penalties, demands, forfeitures, claims, suits, causes of action or any other liabilities or losses, including all costs of defense, settlement and prosecution along with attorney, expert and other professional fees, arising out of or related to any wrongful act or breach of this Agreement by Contractor or any of its employees or others for whom Contractor is responsible in connection with the performance of the Agreement.

Contractor shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of Contractor's agents, employees and subcontractors in connection with the performance of Services under this Agreement and agrees to defend and indemnify CISD from any and all such claims and/or judgments resulting from such acts or omissions.

The above promise of indemnity and defense shall not apply to liability which results from the sole negligence, wrongful act or breach of this Agreement by CISD or its employees or agents.

- 4.2 CISD shall be solely and entirely responsible for its acts and omissions and for the acts and omissions of its agents, employees and subcontractors in connection with the performance of its obligations under this Agreement.
- 4.3 Contractor agrees to procure and maintain in full force and effect workers' compensation Insurance covering its employees while those persons are engaged in performing Services under this Agreement. In the event that a claim is filed under the provisions of the Michigan Workers' Compensation Disability act against CISD by an employee of Contractor performing Services under this Agreement, Contractor agrees to defend and hold harmless CISD from such claims(s). Contractor agrees to provide CISD, upon request of CISD, with certifications evidencing the required coverage.
- 4.4 Contractor agrees to carry comprehensive general liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, combined single limit for bodily injury and property damage to protect Contractor and CISD against liability or claims of liability which may arise out of Contractor's (including Contractor's employees and agents) performance under this Agreement. Not later than ten (10) days from the date both parties have executed this Service Agreement, Contractor shall provide CISD with certificates of insurance evidencing all coverages and endorsements required hereunder. The certificates of insurance or insurance policies shall require the insurer to provide CISD with written notification in the event of cancellation of the certificates of insurance or insurance policy. Contractor agrees to name CISD, and its officers, agents and employees, as an additional insureds under said policy. It is the purpose of the latter provision to name CISD (and its officers, agents and/or employees) as additional insureds in the event that CISD (its officers, agents and/or employees) are sued as a result of acts or omissions committed by Contractor (or its employees and/or agents) and not solely as a result of the acts or omissions of CISD (its officers, agents, and/or employees).

SECTION 5 **CONFIDENTIALITY/COPYRIGHT**

- 5.1 Contractor agrees that it shall observe the policies and directives of CISD to preserve the confidentiality of student records and student record information, to the extent that Contractor (its employees and agents) are permitted to access student records or student record information protected by the Family Education Rights and Privacy Act while performing services under this Agreement.
- 5.2 Contractor shall advise CISD of any and all materials used or recommended for use by Contractor to achieve project goals, that are subject to any copyright restrictions or requirements. In the event Contractor shall fail to so advise CISD and as a result of Contractor's use of any such programs or materials under this Agreement, CISD is found to be in violation of any copyright restrictions or requirements, or if CISD shall be alleged to be in violation of any such copyright right restriction or requirements, Contractor agrees to indemnify, defend and hold harmless CISD against any such actions or claims brought by the copyright holder.

SECTION 6
INTELLECTUAL PROPERTY

- 6.1 Anything developed in the course of performing work under this agreement with these federal dollars is in the public domain and cannot be copyrighted. Any published documents would need to include a statement: this was developed with federal funds and is the public domain.

SECTION 7
NON-DISCRIMINATION

- 7.1 The parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, national origin, age, height, weight, disability, marital status or veteran status.
- 7.2 The parties further agree not to discriminate against any student or other recipient of services under this Service Agreement due to race, color, religion, sex, national origin, or disability in the delivery of programs and services rendered under this Service Agreement.
- 7.3 Breach of covenants recited in this Section shall be regarded as a material breach of this Service Agreement.

SECTION 8
MISCELLANEOUS

- 8.1 Neither party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other.
- 8.2 This Agreement, and any Appendixes or exhibits attached hereto or incorporated by reference, constitute the entire agreement between the parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the services contemplated.
- 8.3 None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of Contractor and CISD.
- 8.4 Failure by either party at any time to require performance by the other party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either party with regard to any subsequent action to enforce the terms of this Agreement.
- 8.5 Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type), overnight air courier (postage prepaid), registered or certified mail (postage prepaid with return receipt requested) addressed to the party's principal place of business or such other address of which the parties may have given notice.

Unless otherwise specified herein, notices shall be received: (a) on the date delivered, if delivered personally, by wire transmission or confirmed facsimile transmission; (b) on the next business day after deposit with an overnight air courier; or (c) three (3) business days after being signed for, if sent by registered or certified mail.

- 8.6 This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.

- 8.7 If any provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected, impaired or prejudiced thereby.
- 8.8 Neither party hereto shall be liable to the other for any loss of business or any other damages caused by an interruption of this Agreement where such interruption is due to: war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the party seeking relief under this Section; or other causes beyond the reasonable control of Contractor or CISD.
- 8.9 The Section headings of this Agreement are for convenience of the parties only and in no way alter, modify, amend, limit or restrict contractual obligations of the parties.
- 8.10 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which constitute one and the same agreement.
- 8.11 Nothing in this Agreement shall be intended to confer third party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a party to this Agreement.

SECTION 9
AUTHORIZATION

- 9.1 The Service Agreement has been duly authorized, executed and delivered by the parties and constitutes a legal, valid and binding obligation upon each of them, enforceable in accordance with its terms. Each person placing his/her signature below represents and warrants that he/she is the signatory duly authorized to execute this Service Agreement on behalf of CISD or Contractor, as is respectively applicable.

COMPANY

Dated:

By:

Its:

CISD

An Intermediate School District organized and operated pursuant to Part 7 of the Michigan Revised School Code

Dated:

By:

Its:

APPENDIX A – SERVICES

Contractor will provide:

Contractor agrees to devote as much time, attention, and energy as necessary to complete or achieve job function as designed by the Michigan Department of Education. Specific duties shall include, but not be limited to: African American Student Initiative (AASI) as follows:

The scope of work/deliverables for this contract shall include but not be limited to the following:

- Conduct the Culturally Responsive Mathematics Speakers Series
 - o Coordination of speakers
 - o Honorariums for speakers
 - o All materials/supplies/books needed for the learning
- Conduct the Meaningful Mathematics & Science, Technology, Engineering and Mathematics (STEM) Showcase
 - o Showcase venue
 - o Coordination of volunteers
 - o Transportation of students to/from the venue
 - o Coordination and honorariums for speakers
 - o All materials/supplies/books needed for educator learning (including but not limited to stipends, substitute reimbursement to district, etc.) and student showcase needs/learning
- Conduct a Summer Institute with pre-service, in-service, students, and researchers
 - o Communication and coordination of the institute
 - o Stipends for participating educators
 - o Recording/evaluation of learning outcomes
 - o On-going monthly cohort connect opportunities for Professional Learning Community (PLC)
 - o All materials/supplies/books needed for all participant learning
- Conduct the Teaching to Liberate and Leading to Liberate Conferences
 - o Conference coordination (venue, speakers, etc.)
 - o Conference communication
 - o Honorariums
 - o Recording/evaluation of learning outcomes
 - o All materials/supplies/books needed for educator learning
- Conduct the African American Boys Summer Learning Institute
 - o Coordination of all communication and project management for the institute
 - o Securing of venue for summer institute meetings (if necessary)
 - o Securing and payment for researcher(s) for educator professional learning
 - o Transportation for students to/from the institute venue, if necessary
 - o All materials/supplies/books needed for students and educators for summer institute learning
 - o Stipends to educators for institute training
- Provide analytics/statistics and a summary report to the Michigan Department of Education (MDE) of all activities listed in the project scope of work/deliverables described above.

Reporting Requirements

A final report must be sent **not later than 10/31/2025** to Dr. Jill Griffin, MDE AASI project manager, that includes the following:

- A comprehensive review/evaluation of the work performed and any artifacts collected through the activities described in the statement of work
- Recommendations for future activities that support the AASI
- Attendance reports and participant feedback for both the annual conference and monthly speaker series, along with recommendations for future content and speakers

Invoices

Invoices must be submitted to the MDE project manager on or before the following dates:

- o January 15, 2025
- o March 14, 2025
- o June 13, 2025
- o September 15, 2025
- o October 15, 2025
- o October 30, 2025

The contract is effective November 1, 2024, through September 30, 2025. Services will be planned and delivered in collaboration with the Educational Experiences Unit and approved by Dr. Griffin (griffinj9@michigan.gov).

Washtenaw Intermediate School District Contact:

Dr. Jennifer Banks, Director of Instruction, jbanks@washtenawisd.org

The above, to be referred to in this Agreement as the "Scope of Work". The Scope of Work shall be completed between November 1, 2024 and September 30, 2025.

Contractor shall be responsible to CISD for completion of the Scope of Work within the established time frame, but will not generally be required to follow a regular or daily work schedule. CISD retains the right to inspect, stop, or alter the work of Contractor to assure its conformity with this Agreement. Contractor understands that all documentation, materials, reports, articles and other products prepared by contractor in the performance of services under this agreement are deemed "work for hire," and are therefore owned by the Michigan Department of Education.

APPENDIX B – FEE FOR SERVICE

The Fee for Services as outlined in this Agreement is:

Company agrees to pay Contractor at an established rate for services, not to exceed \$300,000 for performance of all tasks and duties related to Scope of Work (inclusive of all expenses and travel).

Payment will become due and payable to Contractor, upon completion and submission by Contractor of sign-in/sign-out sheets provided at training/professional development sessions and submission of invoices by Contractor, documenting when and where work occurred, along with a detailed work description. Invoices shall be submitted to Jill Griffin for first approval according to the above payment schedule.

Payment of the final 10% of the maximum amount of compensation due under this Agreement shall not be made until completion of the Scope of Work required. Final invoice must be received by CISD no later than October 15, 2025. All services must be performed before September 30th, 2025. Funding for this Agreement shall be provided by the Title I Technical Assistance Grant, awarded to CISD by the Michigan Department of Education.

DATE: December, 4 2024

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Tanner Rowe, Director of Operations

SUBJECT: 2025 TLC Roof Restoration and Repairs

The administration recommends the WISD Board of Education authorize the administration to utilize capital project funds to perform roofing repairs and restoration to the Teaching and Learning Center building in the amount not to exceed \$498,276.

In the summer of 2023, the restoration to the west portion of the Teaching and Learning Center (TLC) roof was completed. This left the east portion of the roof still in need of repairs and restoration. WISD worked with Tremco, a commercial sealant and waterproofing company, to create a plan for the restoration and repairs. A thermal imaging scan was performed and identified a few small areas of roofing in need of repair and a portion of the roof in need of replacement. It also showed that the majority of the roof is in good enough shape to receive a coating restoration, rather than a full replacement.

The benefit of using this type of coating system rather than a full tear off and replacement is a reduced labor and material cost, as well as a lesser environmental impact by diverting a large amount of waste from being sent to a landfill. The new roof system will be a partially reinforced system, and will carry a 15-year warranty.

On December 2, 2024, bids were received for the roof restoration and repair work. There was a total of 4 bids received. The lowest responsible bidder and the contractor being recommended is Lutz Roofing Company. A copy of the bid tabulation is attached. The roofing materials will be purchased direct by WISD through the OMNIA Cooperative Purchasing Contract. The total recommended cost is outlined below.

Lutz Roofing Company	\$260,550
Materials through OMNIA	\$192,726
Contingency	<u>\$45,000</u>
Total Cost:	\$498,276

Bid Tabulation

Date: 12/2/2024

Proposal: TLC - 2025 Roof Restoration and Repairs

Contractor/ Vendor	Base Bid Labor & Misc.	Base Bid Material	Base Bid Total	Alternate #1	Bid Bond?	Familial Disclosure?	Iran Sanctions?
Schreiber Corporation	\$ 321,000.00	\$ 182,472.66	\$ 503,472.66	n/a	Yes	Yes	Yes
JD Chandler	\$ 370,000.00	\$ 183,714.00	\$ 553,714.00	n/a	Yes	Yes	Yes
Lutz Roofing	\$ 260,550.00	\$ 192,725.90	\$ 453,275.90	n/a	Yes	Yes	Yes
Royal Roofing	\$ 312,500.00	\$ 210,162.82	\$ 522,662.82	n/a	Yes	Yes	Yes



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SCHOOL LAW NOTES

NOVEMBER 21, 2024

Labor

Federal Judge Vacates FLSA Minimum Salary Threshold Increases..... 1

Midpoint Marker: Navigating Teacher Midyear Progress Reports..... 1

Refresher: Hiring Retirees & Tenure Implications..... 2

Employee Speech & Social Media..... 3

Finance

December Filing Deadlines "Yule" Regret Missing..... 4

Student Issues

The ABCs of Student Behavior Management: BIPs, FBAs, & PBIS..... 4

Miscellaneous

Next Stop: Pupil Transportation..... 5

Board Approval Isn't Boring, It's Required..... 6

SORA Unraveled: Legal Insights for Educators..... 7

Social Media Litigation Update & Extended Deadline to Join..... 8

Thrun News

Brian Baaki Joins Thrun Law Firm..... 8

Saving Trees and Updating Contacts..... 8

Upcoming Speaking Engagements

- | | |
|---|---------------------|
| JEFFREY J. SOLES | RYAN J. NICHOLSON |
| ROY H. HENLEY | CRISTINA T. PATZELT |
| MICHAEL D. GRESENS | PHILIP G. CLARK |
| CHRISTOPHER J. IAMARINO | PIOTR M. MATUSIAK |
| RAYMOND M. DAVIS | JESSICA E. MCHAMARA |
| MICHELE R. EADDY | RYAN J. MURRAY |
| KIRK C. HERALD | ERIN H. WALZ |
| ROBERT A. DIETZEL | MACKENZIE D. FLYNN |
| KATHERINE WOLF BROADDUS | KATHRYN R. CHURCH |
| DANIEL R. MARTIN | MARYJO D. BANASIK |
| JENNIFER K. STARLIN | CATHLEEN M. DOOLEY |
| TIMOTHY T. GARDNER, JR. | AUSTIN M. DELANO |
| IAN F. KOFFLER | KELLY S. BOWMAN |
| FREDRIC G. HEIDEMANN | BRIAN D. BAAKI |
| GORDON W. VAN WIJEREN, JR. (OF COUNSEL) | |
| LISA L. SWEM (OF COUNSEL) | |

Federal Judge Vacates FLSA Minimum Salary Threshold Increases

On Friday, November 15, 2024, a federal Texas court vacated the April 23, 2024 U.S. Department of Labor (DOL) final rule that increased the minimum salary threshold for Fair Labor Standards Act (FLSA) exemptions (Final Rule), concluding that the Final Rule was unlawful. The court's decision applies *nationwide* and results in the minimum salary threshold for FLSA exemptions reverting to the pre-Final Rule level of \$684 per week (\$35,568 per year).

The Administrative Procedures Act requires that a reviewing court set aside agency action found to be unlawful. As such, the Federal District Court Judge's ruling applies nationwide, which includes Michigan. As explained in our [June 2024 School Law Notes](#), the Final Rule increased the minimum salary threshold to \$844 per week (\$43,888 per year) effective July 1, 2024, and the Final Rule would have increased the minimum salary threshold for exempt employees to \$1,128 per week (\$58,656 per year) effective January 1, 2025. Given the court's decision, employers are no longer required to comply with the Final Rule.

Employers that already granted salary increases for FLSA exemption purposes and that want to revert back to pre-Final Rule salary levels should proceed with caution. Although the Final Rule no longer requires higher salaries for FLSA exemptions, employers may have contractually obligated themselves to pay higher salaries. The DOL may also appeal the federal court's decision. If you have questions about this recent development, please contact your Thrun labor attorney.

Midpoint Marker: Navigating Teacher Midyear Progress Reports

As the school year's midpoint approaches, school officials evaluating teachers should focus on midyear progress reports. Revised School Code Section 1249 requires school officials to complete midyear progress reports for all first-year probationary teachers and all teachers rated "minimally effective," "ineffective," "needing support," or "developing" in their most recent annual year-end evaluation. It is also prudent to conduct a midyear progress report for *all* probationary teachers to measure individualized development plan (IDP) progress. For schools that have negotiated collective bargaining agreement terms covering teacher evaluations, school officials are reminded to review any terms that may apply to midyear progress reports.

The midyear progress report is a supplemental tool used to gauge a teacher's improvement from the preceding school year (or current year for first year teachers) and is designed to assist teacher growth. As a "supplemental tool," the midyear progress report does not replace a teacher's annual year-end evaluation. Nevertheless, the

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midyear progress report is an essential part of the teacher evaluation process. If a midyear progress report is not completed, the evaluator will not have a complete picture of the teacher's performance at the end of the school year.

The midyear progress report must: (1) align with the teacher's IDP; and (2) include specific performance goals for the remainder of the school year. As a practice point, the evaluator should document in the midyear progress report the teacher's progress toward *all* IDP goals, trainings, and other requirements. Where applicable, the report must also review the teacher's improvement from the "preceding school year" to assist the teacher's future growth.

Aligning the midyear progress report with the teacher's IDP will help an evaluator assess the teacher's performance and improvement, if any, during the first half of the school year. The midyear progress report should clearly indicate whether any past performance deficiencies remain.

Including specific performance goals in the midyear progress report will help gauge a teacher's progress at the end of the year. These goals must be developed by the school official who conducts the teacher's annual year-end evaluation and should include recommended training to help the teacher achieve the goals. Evaluators should ensure that the goals are rigorous and aligned with the teacher's performance deficiencies. Additional goals should identify performance deficiencies and provide the teacher with ample opportunities to improve. The goals and training should also address any persistent previously-identified performance deficiencies.

RSC Section 1249 requires that "[a]t the midyear progress report, the school administrator or designee . . . develop, in consultation with the teacher, a written improvement plan." That language could be construed as requiring a meeting. "Consultation," as interpreted by the State Tenure Commission, means that the teacher receives an opportunity to review and respond to the improvement plan before adoption. The best practice, therefore, is to meet with the teacher to align the midyear progress report with the IDP, review the newly drafted goals and training recommendations, and obtain the teacher's input and signature.

The evaluator should have the teacher sign the midyear progress report to certify that the document was developed in consultation with the teacher. If the teacher refuses to sign the midyear report, the evaluator should so indicate on the document. The evaluator should sign and date the midyear report. The teacher should receive a copy of the midyear progress report, and a copy should be placed in the teacher's personnel file.

Scheduling time to meet with a teacher and assembling the relevant information can inadvertently take a back seat to other pressing issues. Skipping this step in the evaluation process could undermine the annual year-end evaluation process and future employment decisions for the teacher. Evaluators should prioritize midyear progress reports during the next two months to ensure full statutory compliance.

Refresher: Hiring Retirees & Tenure Implications

Last year, Public Act 147 of 2023 (PA 147) amended the Michigan Public School Employees Retirement Act (MPSER) to allow certain retirees to continue to receive their retirement allowance and subsidy for health care benefits when returning to work for a "reporting unit" (e.g., a public school district, ISD, or public school academy). Specifically, a person who retires from a non-superintendent position may return to work to a reporting unit and continue to receive their retirement allowance and health care subsidy after a six-month post-retirement waiting period following a bona fide termination or without a waiting period if the retiree earns no more than \$15,100 in a calendar year.

A person who retires from a superintendent position may return to work for a reporting unit and continue to receive their retirement allowance and health care subsidy after a six-month post-retirement waiting period following a bona fide termination or without a waiting period if the retiree earns no more than \$15,100 in a calendar year in a *non-superintendent* position. Effectively, a superintendent cannot retire and return to a superintendent position within 6 months of retirement without forfeiting their retirement allowance and health care subsidy. PA 147 is in effect until October 10, 2028.

A retired tenured teacher who returns to work for a school as a teacher cannot forfeit their tenure rights when returning to work if returning to the same school. They therefore regain their tenure rights immediately upon their return as a certificated teacher.

The Michigan Court of Appeals has long held that rights under the Teachers' Tenure Act (TTA) cannot be waived or bargained away in any contract. Further, the TTA does not allow a school to terminate a tenured teacher without observing TTA protections. An employment contract for a returning retired teacher (probationary or tenured) should *not* include a requirement that the teacher will resign their employment at the end of the school year. Such a requirement is not legally enforceable because teachers' TTA rights cannot be waived. By operation of law, a retired, certificated tenured teacher who returns to work in the school in which they held tenure will

have their TTA tenure status immediately restored. No board action is required.

Retired tenured teachers who return to work to a different school from which they earned tenure are subject to a two-year probationary period, unless the controlling board immediately places the teacher on continuing tenure. Once a teacher has successfully completed the two-year probationary period, that teacher will acquire tenure in that school.

Regardless of retiree status, school officials must follow Revised School Code (RSC) requirements for all teachers, including obligations for evaluation (RSC Section 1249), and teacher placement, layoff, and recall decisions (RSC Section 1248). Further, a retiree who returns to teaching is subject to provisions of any applicable collective bargaining agreement, unless a different agreement is reached with the teachers' union.

School officials should be mindful of the implications of hiring a retired tenured teacher, including tenure status and applicability of collective bargaining agreement terms. If you have questions about hiring a retiree, please consult with your Thrun labor attorney.

Employee Speech & Social Media

Employee social media use can present challenges for school officials, particularly during times of charged political and social climates. When school officials receive a complaint about an employee's social media speech, school officials must balance several factors to ensure they do not infringe on the employee's First Amendment rights.

Background

The U.S. Supreme Court first recognized public employee free speech rights in *Pickering v Board of Education* (1968), holding that a teacher had the right to submit to the local newspaper a letter criticizing his school board's handling of funds. The Court wrote, "The problem in any case is to arrive at a balance between the interests of the teacher, as a citizen, in commenting upon matters of public concern and the interest of the state, as an employer, in promoting the efficiency of the public services it performs through its employees."

In 2006, the Supreme Court provided additional analysis in *Garcetti v Ceballos*. In that decision, the Court determined that a public employee has a First Amendment right to speech: (1) that the employee makes as a private citizen; (2) that addresses a matter of public concern; and (3) for which the employee's interest in expression is not outweighed by the government's interests as an employer in promoting effective and efficient public service. The Court further

held that a public employee does not speak as a private citizen "if he make[s] statements pursuant to [his] official duties."

Speaking As a Private Citizen on Matters of Public Concern

When determining whether an employee is speaking as a private citizen or a public employee, school officials should consider whether: (1) the speech is related to employment or the employer's functions; (2) the speech is of public concern or related more to internal operations; (3) the employee used school resources to engage in the speech; and (4) the speech identified the employee as a school employee.

School officials must also analyze whether the speech relates to issues of "political, social, or other concern to the community." An employee's personal grievances against a public employer are not usually matters of public concern.

The Balancing Test

If the employee is speaking as a private citizen on a matter of public concern, the employer must balance the employee's interest in speaking on that issue with the school's interest in promoting the efficiency of the public services it performs (i.e., educating pupils). In evaluating the speech, pertinent considerations include whether the statement: (1) impairs discipline by superiors or harmony among coworkers; (2) has a detrimental impact on close working relationships for which personal loyalty and confidence are necessary; (3) impedes the performance of the speaker's duties or interferes with the regular operation of the enterprise; or (4) undermines the employer's mission.

The U.S. Court of Appeals for the Sixth Circuit's ruling in *Bennett v Metro Gov't of Nashville*, 977 F3d 530 (CA 6, 2020), is instructive and binding in Michigan. In 2016, Bennett, a dispatch operator, posted about President Trump's election victory on Facebook. In the replies to her post, Bennett used a racial slur. The next day, she deleted the post. Before its deletion, several of Bennett's coworkers saw the post and filed complaints. Ultimately, the employer fired Bennett for using the racial slur.

The Sixth Circuit upheld the employer's right to terminate Bennett. The court noted sufficient disruption was shown to tip the *Pickering* balance test towards the employer. The court observed that the post likely disrupted the harmony of the workplace, had a detrimental impact on working relationships, and detracted from the employer's mission. The court also found that the fact that Bennett's public Facebook profile identified her as a government employee weighed in the employer's favor. Finally, the Sixth Circuit recognized that the use of a slur enjoys less

protection than other types of speech, so less proof of a disruption is required.

Conclusion

School employees have a strong interest in their personal speech – including online – about matters of public concern. To overcome that interest in the context of employment discipline, a school must show that the speech resulted in disruption to the school environment. The analysis of a school employee's right to speak on such matters includes subjective factors that can be difficult to weigh.

Before acting on employee speech issues, school officials must minimally have proof that the speech adversely affected the school's ability to operate. Consequently, we encourage school officials to consult legal counsel before disciplining an employee for a social media post. For Thrun Policy Service subscribers, employee social media use on district property, during work hours, or while using district-owned devices is addressed in Policy 4217.



**December Filing Deadlines
"Yule" Regret Missing**

With the excitement of the holiday season, finance-related filings may be the last thing on school officials' priority lists. Please keep in mind two important end-of-the-calendar-year deadlines to stay off the "naughty" list: (1) continuing disclosure and (2) qualified status.

Continuing Disclosure

If your school has outstanding bonds, it likely entered into a continuing disclosure agreement (CDA) when those bonds were issued. A CDA requires school officials to submit certain continuing disclosure documents annually to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System (EMMA). The required documents include the school's audit and updates to key financial and operating information.

If your school entered into a CDA and the related bonds remain outstanding, school officials must file the annual continuing disclosure documents soon. The annual filing deadline depends on the CDA's terms, but it typically falls between December 27 and December 31. For Thrun Policy Service subscribers, additional continuing disclosure protocols are addressed in Policy 3212.

We recommend that school officials confirm the filing has been completed before leaving for winter break. If your school works with a disclosure agent (e.g., a financial advisor) to prepare and submit the annual disclosure filings, we recommend that you coordinate

with that agent well before the deadline to ensure timely filing.

Qualified Status

In last month's edition of *School Law Notes*, we discussed the importance of annually filing the Municipal Finance Qualifying Statement form with the Michigan Department of Treasury by December 31. A successful Qualifying Statement submission gives a school "qualified status" for the upcoming year. Obtaining qualified status allows schools to issue most types of municipal obligations (e.g., bonds, state aid notes, and tax notes) without the delay and additional cost of applying for Treasury pre-approval before each borrowing.

As a service to our retainer and regular finance clients, Thrun Law Firm's finance attorneys will, at a client's request and at no additional charge, review a draft Qualifying Statement before filing. Due to the electronic submission process, clients should provide a screenshot of the draft online submission form for review. Clients that wish to take advantage of this service should provide that draft Qualifying Statement by early December to allow adequate time for review.

If your school is denied qualified status for any reason, please contact our office before submitting a request for reconsideration of that denial. Treasury allows only one reconsideration request each year, so it is critical that the reconsideration request be error-free. A flawed reconsideration request may result in a final denial of qualified status for the upcoming calendar year.

Please contact a Thrun finance attorney if you have any questions related to these important deadlines.



**The ABCs of Student Behavior
Management: BIPs, FBAs, & PBIS**

Managing student behavior is integral to a successful educational experience for all students but becomes a mandate when a student has a disability. The IDEA and Section 504 recognize the connection between behavior and providing a free appropriate public education (FAPE) to students with disabilities. When a student's behavior impairs their or others ability to learn, school staff likely need to address the causes of and seek solutions for the problematic behavior.

School staff may use a variety of strategies to address problem behaviors, including positive behavioral interventions and supports (PBIS), generally adopted on a campus-wide basis, and behavior intervention plans (BIPs), designed for individual students.

In July 2023, the Michigan Department of Education's (MDE) Office of Special Education published a brief *Family Matters fact sheet* to explain the basics of PBIS, which it described as an evidence-based practice that creates "a framework for supporting whole school practices (schoolwide) to promote a safe school setting by supporting social, learning, behavioral, and emotional needs of all students." Though PBIS is a schoolwide general education approach to behavior management, it also provides an excellent framework for developing student-specific interventions and, therefore, can be a valuable tool for IEP teams.

The IDEA requires IEP teams to consider the use of PBIS when a student's behavior interferes with their learning or that of others. Though the requirement is only to "consider" the use of PBIS, hearing officers generally expect an IEP team to have developed a BIP that incorporates PBIS strategies when adjudicating a failure to provide a FAPE claim for a student who did not make progress on IEP goals, was moved to a more restrictive setting, or experienced a disciplinary change of placement because of behaviors.

A BIP should be included in a student's IEP when it is necessary to provide a FAPE. It should describe with specificity the behaviors that interfere with the student's learning and identify the positive behavioral interventions and other strategies that staff will implement to try to replace those problematic behaviors with appropriate ones. A BIP is *not* a behavior contract that sets out what a student will and will not do. Instead, a BIP is a document that identifies the proactive and reactive actions adults will take to address a student's behaviors. For example, a BIP may include strategies to use if staff recognize that a student may become escalated because of stimuli in the environment. The BIP will also identify the interventions to use if the student is already escalated.

The IDEA does not regulate how BIPs are developed, but the best practice is to create a written document based on data about a student's behaviors, the recommendations of a professional who has experience working with students with similar behaviors, and input from staff and parents. A BIP may be more effective if it is based on the findings of a functional behavior assessment (FBA), which involves identifying a target behavior, observing and collecting data about the antecedents and consequences of the behavior, and developing a hypothesis about the behavior's function.

The IDEA does not impose requirements regarding who can conduct an FBA and how it should be administered, but school officials should ensure that FBAs are conducted by a person who has experience collecting the required data and using that information to identify the behavior's probable function. A team then uses that information to develop a BIP, generally

with input and guidance from the person who conducted the FBA. The BIP will include strategies to avoid problematic behavior (such as elopement) by satisfying the behavior's function (which might be escape from a non-preferred task) in a safer and more acceptable way (perhaps a short break to engage in a preferred activity).

If a BIP is necessary for a FAPE, it must be implemented by all staff with fidelity and it should be revisited if new behaviors emerge or existing behaviors do not improve.

The IDEA expressly requires school officials to conduct an FBA and implement a BIP in only one situation – when a student has engaged in behavior that may result in a disciplinary "change of placement." A change of placement occurs when a student is moved out of the setting identified by the IEP as the student's least restrictive environment (LRE). If the behavior is a manifestation of a disability, school officials must conduct an FBA and implement a BIP. If, however, a BIP has already been implemented, the IEP team must review and modify the BIP to better address the behavior. If the behavior is not a manifestation of a disability, school officials may still obtain an FBA, if appropriate, and implement behavioral intervention strategies and modifications designed to prevent the behavior from recurring.

Proactively addressing behaviors that impede learning by using FBAs and BIPs and adequately training staff on how to implement behavior interventions will help avoid special education due process and state complaints and create a calmer learning environment for students and staff.

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Next Stop: Pupil Transportation

The Michigan Department of Education (MDE) recently released guidance to help schools navigate the complexities of pupil transportation. MDE's guidance explains new funding and reporting requirements established by Public Act 120 of 2024 (PA 120) and provides important reminders to help schools steer clear of common pupil transportation pitfalls.

Funding Requirements

PA 120 allocated \$125 million to school transportation reimbursement funding for the 2024-2025 school year. Michigan school districts and intermediate school districts are eligible for this funding under State School Aid Act Section 22I. As you are likely aware, to remain eligible, school districts are to submit the [District Nonpublic School Student Transportation Reporting Form](#) by December 1, 2024 to its ISD. On this form, school districts identify the

number of riders that it expects to transport to nonpublic schools each day of the week.

Revised School Code Section 1321 requires school districts to transport nonpublic school riders if the school district provides transportation to the grade level that the pupil is enrolled in and the pupil attends the nearest state-approved nonpublic school in the school district. A school district is not required to transport or pay for the transportation of a resident pupil who lives less than 1.5 miles from the nonpublic school or who attends a state-approved nonpublic school located outside of the district, unless the school district also transports its resident pupils to public schools outside of the district.

By February 1, 2025, ISDs must collect and submit the [Nonpublic School Student Transportation Reporting Form](#) to MDE. This form requires an ISD to list each school district and public school academy within its boundaries and identify each entity's total number of anticipated nonpublic school riders. It also requires a projected total number of nonpublic school riders within the entire ISD, which can be calculated by tallying the totals provided by constituent districts.

MDE will compile this information and issue a report no later than March 1 of each fiscal year.

Reminders

MDE issued several important reminders that will help schools avoid common pupil transportation pitfalls:

1. Schools cannot use vehicles other than school buses with a manufacturer's rated seating capacity of 11 or more passengers, including the driver, to transport pupils to or from school-related events. Schools may contract with a licensed passenger motor carrier to use a motor bus for occasional pupil transportation to or from school-related events, but certified motor carriers cannot use a motor bus to transport pupils to and from school.
2. Schools must submit a [MDE-approved school transportation vehicle waiver](#) for all of its vehicles with a seating capacity of 10 passengers or less.
3. The owner or lessor of a school bus must remove or destroy the pass sticker (i.e., green tag) before selling or returning a leased school bus.
4. School buses must be inspected before use. See the [Michigan State Police School Bus Inspection Manual](#) for more information.
5. If a defect or deficiency is discovered or reported to a school-employed or contracted

driver, the driver must prepare and sign a vehicle inspection report.

6. Pre-trip school bus inspections are mandatory, must be retained for two years, and will be audited by either MDE or the Michigan State Police beginning in the 2025-2026 school year.

For Thrun Policy Service subscribers, bus inspection requirements are outlined in Policy 3309.

By following this guidance, school officials can help ensure they satisfy pupil transportation reimbursement requirements and provide safe and reliable transportation for their students.



Board Approval Isn't Boring, It's Required

Revised School Code Section 11a provides: "[A]n act of a school board is not valid unless approved, at a meeting of the school board, by a majority vote of the members lawfully serving on the board." Further, the Michigan Supreme Court has held that a school board speaks only through its minutes and resolutions.

For each contract entered into by a school, there must be a corresponding approval of that contract by the school's governing body contained in meeting minutes or a resolution. As a result, your school board must approve every contract through either: (1) an express action, such as a motion or resolution for that specific transaction, or (2) an action or approved board policy that delegates authority to an individual administrator to enter into the contract on the school's behalf.

Selecting a vendor and negotiating a contract can be a time-consuming process, and sometimes a vendor may demand that a school official immediately sign a form contract. In either circumstance, school officials need to be mindful that, unless the board has taken one of the above two actions, there is no authority for an individual administrator to approve and sign a contract. Contracts are meant to be binding on both parties, and without the school board's approval, a contract is arguably unenforceable. But the legal risks may not stop there for an individual administrator who signs contracts without board approval.

Courts have held that entities that contract with government entities assume the risk that the public official signing the contract has the authority to bind the government entity (e.g., the school). In other words, implied authority does not exist for public schools. If a school official's act is beyond the limits of his or her authority, the school may not be bound by the contract. Many vendors, in an attempt to protect themselves, include "personal guarantee" clauses in contracts. These clauses place personal liability on the school

official signing the contract in the event the school board has not properly authorized the contract. The school official in his or her individual capacity becomes legally responsible for the consequences if the contract is not binding on the school. Needless to say, that is both high risk and potentially fiscally bad for such school officials.

For Thrun Policy Service subscribers, Policy 2202 "Authority to Enter into Contracts" addresses these tenets. Absent express authority delegated by the board to an individual administrator, the board can only be bound by a contract that it has expressly approved at an open meeting. It is our position that the form of contracts, and not just the proposed contract terms, must be presented to the board for approval. To ensure transparency, your board should approve a contract in its entirety and not just basic terms, such as the price. Some of the most important contract terms that could have significant consequences in the event of a dispute are buried deep within the contract documents. Keep in mind many vendors include indemnification provisions in contracts, but schools generally do not have the authority under Michigan law to indemnify third parties except in very limited circumstances.

Additionally, for all purchase and service contracts, it is important to follow the relevant process required by board policy. For instance, when purchasing materials, supplies, and equipment in an amount more than \$30,512 for 2024-25, school administrators should be familiar with the board's relevant purchasing and procurement policies. For Thrun Policy Service subscribers, please refer to Policy 3301 "Purchasing and Procurement".

When negotiating a vendor contract, there should be a clear message that the contract must be approved by the board. At the outset, let the vendor know the upcoming meeting dates as well as deadlines for board packet materials. Vendors that regularly work with schools should be aware of the need for board approval, as their contracts likely include that requirement.

We are here to assist in the contract review and approval process for schools and have reviewed contracts from many major school vendors.



**SORA Unraveled:
Legal Insights for Educators**

The Sex Offenders Registration Act (SORA) requires individuals convicted of sex offenses to register with the State. The law imposes various reporting requirements and restrictions on registered offenders aimed at monitoring offenders' activities and ensuring community awareness. SORA has been amended seven

times, most recently in 2021. The 2021 amendments implemented three significant changes:

1. *Elimination of the School Safety Zone:* The prohibition on living, working, or "loitering" within 1,000 feet of a school ("school safety zone") was eliminated.
2. *Prosecution Standards:* Individuals cannot be prosecuted for unintentional or mistaken SORA violations. To secure a conviction, the prosecution must prove that any violations were "willful."
3. *Registry Removals:* Certain individuals may be removed from the registry if their offenses have been expunged, set aside, or if they successfully complete a term of supervision under the Holmes Youthful Trainee Act.

A recent decision from the U.S. District Court for the Eastern District of Michigan, *Does III v Whitmer*, stems from the 2021 amendments to SORA. The plaintiffs brought several claims alleging that the 2021 SORA amendments violate registrants' constitutional rights. The court agreed with the plaintiffs on a critical point - it deemed the retroactive application of SORA unconstitutional, ruling that registered individuals cannot be subjected to provisions that were not in effect at the time of their offenses. Additionally, the court struck down the 2021 amendment that required individuals convicted of a crime without any sexual element to be indefinitely labeled as sex offenders, thus subjecting them to SORA's reporting requirements.

For school officials, it is crucial to note that the court left untouched the removal of the school safety zone provision. See ["Student Safety Zone" Repealed by Amendments to Sex Offenders Registration Act](#); therefore, the 2021 removal of this provision is still valid law. Schools can no longer use the school safety zone as a basis to exclude registered sex offenders from school grounds.

Despite the abolishment of the school safety zone, the Revised School Code still prohibits schools from employing or hiring individuals who have been convicted of a listed sex offense. Moreover, school officials retain the authority to implement reasonable rules and regulations to protect students, staff, and visitors on school property. However, policies that rely on the now-defunct definitions of the "school safety zone" and "loiter" may face challenges. To the extent your board policies reference or include these definitions, we recommend contacting a Thrun attorney for assistance with necessary revisions.



Social Media Litigation Update & Extended Deadline to Join

As previously announced in our *School Law Notes* and E-Blasts, schools nationwide are joining a lawsuit against Facebook ("Meta"), Instagram, Snapchat, TikTok, and other social media platforms. The lawsuit asserts that the defendants targeted minors to maximize profits despite knowing the severe detrimental effects of excessive social media use by children.

The lawsuit was filed in the U.S. District Court for the Northern District of California. On October 24, 2024, the court denied the defendants' motion to dismiss the schools' negligence and public nuisance claims.

In broad strokes, negligence is a failure to act as a reasonable person would under similar circumstances. Public nuisance is unreasonable interference with public rights, such as creating a condition dangerous to public health. The court concluded: "In sum, defendants' conduct is plausibly alleged to have contributed to negative mental health outcomes for students, causing foreseeable resources expenditures by the school districts to combat that alleged public health crisis."

At least 120 Thrun school clients are currently participating in the social media litigation. The trial date has been pushed back to April 2026, meaning schools that have not yet joined the litigation may still do so. There is currently no deadline for joining, but Frantz Law Group – the law firm representing schools in the litigation – anticipates that schools joining before December 31, 2024 will likely be entitled to higher settlement amounts (if there is a settlement) than schools joining after that date.

Frantz is representing schools in the litigation on a contingency fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz would receive 25% of any recovery, but a recovery in the litigation is not guaranteed. Thrun would receive a portion of that 25% in relation to Thrun-referred clients. If there is a recovery, schools would also reimburse Frantz out of the recovery only (not out-of-pocket) for costs such as court filing costs and expert witness fees incurred by Frantz during the litigation.

Thrun is not co-counsel in the litigation – our role is limited to referring clients to Frantz.

To join the litigation, your governing body would need to approve a resolution and contract. To obtain those documents, please email pmatusiak@thrunlaw.com. Signed resolutions – and signed and initialed contracts – should be returned to that same email address. To confirm that your school has joined the litigation, or if you have questions about the litigation,

please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

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Brian Baaki Joins Thrun Law Firm

We are pleased to announce that Brian D. Baaki has joined Thrun Law Firm as an associate attorney in our East Lansing office. Brian was sworn in to practice law in Michigan on November 12, 2024.

Brian earned his bachelor's degree from Wayne State University before heading west for his master's at the University of Nevada, Reno. In 2024, Brian graduated from the Michigan State University College of Law. He was a member and editor of the *Michigan State Law Review*, and he competed on teams representing Michigan State at the national Gibbons Criminal Procedure and Chicago Bar Association moot court competitions. At the latter competition, Brian's team earned points that contributed to Michigan State's national first place moot court ranking.

While in law school, Brian also worked at the Ingham County Prosecutor's Office, the Lapeer County Prosecutor's Office, and the Michigan Department of Attorney General-Children and Youth Services Division.

Brian has an extensive background in education. Before entering law school, he earned a Ph.D. in English from the City University of New York, Graduate Center, and taught in the English Departments at Hunter College, University of California-Davis, Rutgers University, and University of Memphis.

Brian is a Detroit native and currently resides in Okemos with his wife and their three children.

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Saving Trees and Updating Contacts

Thrun Law Firm offers an electronic version of *School Law Notes* delivered right to your email. If you would like to stop receiving a paper copy of SLN with your monthly invoice, please contact Rachel Hewitt at rhewitt@thrunlaw.com or call 517.374.8856.

As a Thrun retainer client, you can sign up as many of your school's administrators as desired to receive the digital copy of SLN and our E-Blast email updates. To add a new contact or update an existing contact, please send their name, title, and email address to Rachel Hewitt at rhewitt@thrunlaw.com. To access [previous editions of SLN](#) or [previous E-Blasts](#), please create an account on ThrunLaw.com.

We look forward to another great year of serving your school in 2025.

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Schedule of Upcoming Speaking Engagements

Thrun Law Firm attorneys are scheduled to speak on the legal topics listed below.

For additional information, please contact the sponsoring organization.

www.thrunlaw.com/calendar/list

Date	Organization	Attorney(s)	Topic
December 5, 2024	MASPA	Lisa L. Swem	Is Telework a Reasonable ADA Accommodation? It Depends.
December 5, 2024	MASPA	Katherine Broaddus Kathryn R. Church	Are You in Compliance?
December 5, 2024	MASPA	Robert A. Dietzel	Legal Update
December 5 & 6, 2024	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings Webinar
January 15, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Comprehensive Title IX Training Webinar – 2024 Regulations
January 30, 2025	Thrun Law Firm, P.C.	Jessica E. McNamara Kelly S. Bowman	Open Meetings Act Webinar
March 6, 2025	MNA	Lisa L. Swem	Bargaining Teacher Contracts: Implications of “Caving” on Just Cause, Placement, and Evaluation
March 14, 2025	MSBO	Philip G. Clark	Prevailing Wage
March 20, 2025	MASA Region 7	Lisa L. Swem	School Law Update
May 8, 2025	MASA Region 6	Lisa L. Swem	School Law Update