



October 15, 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, October 15, 2024 05:00 PM

1. Call To Order - President Diane Hockett

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

3. Approval of the Agenda

[October 15, 2024 Agenda Memo \(p. 4\)](#)

4. Communications

Red Oak and High Point SOMI Grant

[Red Oak and High Point SOMI Grant Memo \(p. 9\)](#)

[Red Oak School UCS 24-25 Agreement \(p. 10\)](#)

[High Point School UCS 24-25 Agreement \(p. 15\)](#)

5. Public Participation

6. New Business

Appointment of Honey Creek Board Member

[Appointment to Board Honey Creek K Bailey \(p. 20\)](#)

[Karen Bailey Resume \(p. 21\)](#)

7. Presentations

A. Celebration of Dr. Theresa Saunders

B. Kriseles

8. Equity, Inclusion, and Social Justice Dialogue

9. Consent Agenda

A. Approval: Minutes

[9-24-24 Minutes \(p. 24\)](#)

B. Approval: Superintendent's Recommendations

032-24-25 Employment Recommendations

[New Hire_R. Redding \(p. 28\)](#)

[New Hire_S. Knox \(p. 34\)](#)

[New Hire_Student Worker_E. Zapata \(p. 38\)](#)

033-24-25 Reclassification Requests

[Position Change_D. Stewart \(p. 39\)](#)

[Position Change_J. Lenhart \(p. 45\)](#)

034-24-25 New Position Requests

[New Position_Coordinator of Career Technical Education \(p. 51\)](#)

[New Position_Coordinator of Experiential Learning \(p. 56\)](#)

035-24-25 Staff Retirement

[Retirement_J. Brakhage \(p. 61\)](#)

[Retirement_S. Heister \(p. 65\)](#)

036-24-25 Hanover and Washtenaw ISD – 2024 CTE Contract

[Hanover Contract \(CTE\) \(p. 67\)](#)

[Hanover and Washtenaw ISD - CTE Services Agreement \(p. 68\)](#)

037-23-25 Home Visiting Expansion Grant Renewal – Contract with SOS Community Services

[SOS Comm Services HV Expansion FY24 funds Board Memo \(p. 70\)](#)

[WISD and SOS Comm Service contract FY25 \(p. 71\)](#)

038-24-25 Restorative Practices Training, BFDI Training Institute

[Restorative Practices- BFDI Memo \(p. 76\)](#)

[Restorative Practices- BFDI Contract \(p. 77\)](#)

039-24-25 Michigan Rehabilitation Services - Partnership Agreement 2024

[Michigan Rehabilitation Services Partnership Agreement Memo \(p. 82\)](#)

[Michigan Rehabilitation Services Partnership Agreement \(p. 83\)](#)

10. New Business

A. 12c Consolidation Incentive Payments Grant CTE Contract

[12c Consolidation Incentive Payments Grant Memo \(p. 94\)](#)

[12c Award Letter \(p. 95\)](#)

[12c GAN Washtenaw ISD \(p. 96\)](#)

B. Reclamation Education Project, LLC Contracted Services Agreement for 2024- 2025

[Gholson 24-25 Board Memo \(p. 97\)](#)

[WISD Contractor Maisie Gholson for Math Institute REV 10-8-24 \(p. 98\)](#)

C. Emdin Support Services Contracted Services Agreement

[CEmdin 24-25 Board Memo \(p. 102\)](#)

[Chris Emdin Contract October 2024 \(p. 103\)](#)

D. FY25 SNAP-Ed Subrecipient Agreement

[SNAP-Ed FY25 Board Memo \(p. 107\)](#)

[FY25 SNAP-Ed Subrecipient Agreement - WISD \(p. 108\)](#)

E. WISD Board of Education Candidate Review

F. Authorization of Closed Sessions

11. Recess to Closed Session

12. Reconvene to Open Session

13. Other Items of Business

14. Board of Education Reports

15. Administrative Reports

A. Superintendent's Report

B. Retainer Newsletter

[Thrun Law Firm September 2024 School Law Notes \(p. 142\)](#)

16. Adjournment

MEMORANDUM

TO: Board of Education

FROM: Naomi Norman, Superintendent

DATE: October 2, 2024

RE: Regular Meeting October 15, 2024

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

Agenda Item 4: Communications: Please see memo from Superintendent Naomi Norman regarding two grants from Special Olympics Michigan (“SOMI”) that were awarded to Washtenaw ISD to provide funding in the amount of \$1200 per school to support the 2024-2025 Special Olympics Unified Champion Schools Strategy at Red Oak and High Point Schools.

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

Agenda Item 6: New Business:

A. Appointment of Honey Creek Board Member: As the authorizer of Honey Creek Community School, the WISD Board is required to appoint the members of the Honey Creek Community School Board. The process for appointing Board members includes a nomination recommendation. Honey Creek Community School has recommended one individual for appointment: Karen Bailey. Additional information on the candidate is enclosed.

Agenda Item 7: Presentations:

A. Celebration of Dr. Theresa Saunders: A celebration of Dr. Theresa Saunders and her time on the WISD board.

B. Kriseles: Tracy Sessions and Antonio Saunders from Kriseles will introduce their framework for the culture survey that the WISD staff will be completing over the next two weeks.

Agenda Item 8: Equity, Inclusion, and Social Justice Dialogue: Superintendent Naomi Norman will facilitate the equity, inclusion, and social justice discussion.

Agenda Item 9: Consent Agenda

A. **Approval: Minutes:** Approval of the minutes of the September 24, 2024, regular and closed session meetings.

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

The Superintendent recommends the Board accept the following employment recommendations:

032-24-25 Employment Recommendations: Please see the employment recommendations for: Renee Redding as Teaching Assistant. If approved Renee Redding's salary will be \$31,102 Step 3. All other fringe benefits will be set forth in the Unit I contract.

Elijah Zapata as a Classroom Attendant at the Ypsilanti Young Adult location. If approved Elijah Zapata's salary will be \$10.33 per hour. This is an hourly position with no fringe benefits.

Shannon Knox as a teaching assistant. If approved by the board Shannon Knox's salary will be \$34,407, Step 3. All other fringe benefits are set forth in the Unit I contract agreement.

The Superintendent recommends the Board accept the following reclassification:

033-24-25 Reclassification Requests: Please see the reclassification request for: Dawn Stewart, current position: LEA Mental Health Coordinator, 1.0 FTE, 210 workdays, Salary: Grade 10, Step 6, \$98,585, Non-Affiliated. Recommended position: Supervisor of Instructional Supports, 1.0 FTE, 230 workdays, Salary: Grade 11, Step 6, \$118,773, Non-Affiliated.

Julie Lenhart, current position: Home Visitor, 1.0 FTE, 230 workdays, Salary: EC NA GR2 Step 7, Unit I. Recommended position: Early Head Start Home Visitor, 0.6 FTE, 230 workdays, Salary: EC NA GR2 Step 7, Unit I.

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

034-24-25 New Position Requests: Please see the new position requests for: Coordinator of Career Technical Education, 1.0 FTE, 210 workdays, salary level: Grade10, Step (Based on experience), Worksite: TLC, Non-Affiliated bargaining.

Coordinator of Experiential Learning, 1.0 FTE, 210 workdays, salary level: Grade10, Step (Based on experience), Worksite: TLC, Non-Affiliated bargaining.

The Superintendent recommends the Board accept the following retirements:

035-24-25 Staff Retirement: Please see the staff resignations for: Jeanne Brakhage, effective September 1, 2024. Jeanne has been employed with the WISD since April 25, 2000, as a part-time Family Support Worker in our Special Education Department.

Donald "Scott" Heister, effective June 30, 2025. Scott has been employed with the WISD since October 1, 2018, as the MiSTEM Director.

The Superintendent recommends the board authorize the administration to approve contract between Hanover and Washtenaw ISD, as presented.

036-24-25 **Hanover and Washtenaw ISD – 2024 CTE Contract:** Please see the memo from Director of Career Technical Education Dr. Ryan Rowe. Recommendation that the WISD enter into an additional agreement with Hanover Research to add an additional project stream for the purpose of conducting a literature review, evaluation, research, data analysis and reporting. This research is pertinent to efforts focused on researching, designing, and implementing PreK through 12th grade Applied and Experiential Learning opportunities, including CTE, for all students. The cost of service will be paid out of the Section 12c-Consolidation Incentive Payments Grant recently awarded to the WISD. This agreement is for \$45,000 for the project stream, plus \$40,000 to add intensive focus group work. The contract will run from October 16, 2024, until October 15, 2025.

The Superintendent recommends the board authorize the administration to approve contract between SOS Community Services and Washtenaw ISD, as presented.

037-23-25 **Home Visiting Expansion Grant Renewal – Contract with SOS Community Services:** Please see the memo from the Director of Success by 6 Great Start Collaborative Margy Long. The attached contract with SOS Community Services is for 1.0 FTE Home Visitor and the additional funds needed for training, travel, and materials to support a home visiting staff person. The total contract amount with SOS Community Services is for \$49,000 and supports the SOS home visiting program, from July 1, 2024-June 30, 2025.

The Superintendent recommends the Board of Education authorize administration to approve contract with BFDI Training Institute in the amount of \$47,333.84, as presented.

038-24-25 **Restorative Practices Training, BFDI Training Institute:** Please see the memo from Executive Director of Community & School Partnership Dr. Holly Heaviland. Attached is a contract with BFDI Training Institute. The contract is for 4 trainings. The first is for 2 of the Introduction to Restorative Practices & Using Circles Effectively training. The second is for 2 of the Facilitating Restorative Justice Conferences training. The total of this contract which covers August 1, 2024, through June 30, 2025, is \$47,333.84.

The Superintendent recommends that the Board of Education to authorize administration to approve contract with Michigan Rehabilitation Services in the amount of \$100,000.00, as presented.

039-24-25 **Michigan Rehabilitation Services - Partnership Agreement 2024:** Please see the memo from Executive Director of Special Education Deborah Hester-Washington. This program provides unique and highly individualized services, including job development and coaching to high school and young adult students with disabilities enrolled in the nine Washtenaw County school districts and WISD. Per this agreement WISD will provide \$100,000.00 and MRS will provide \$270,370.00 in federal funds for a combined total of \$370,370.00 and the contract will run from October 1, 2024, until September 30, 2025.

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 10: New Business

A. 12c Consolidation Incentive Payments Grant: Please see the memo from Director of Career Technical Education Dr. Ryan Rowe. We are requesting approval to accept funds from the Michigan Department of Education (MDE) in the amount of \$5,000,000 to implement services and supports outlined in the 12c Consolidation Incentive Payments Grant. The Michigan Department of Education's 12c Consolidation Incentive Grant is an opportunity for the Washtenaw ISD and the public-school districts to address substantial inequities and lack of access to experiential and applied learning opportunities, including state approved CTE programs. The grant will cover costs October 1, 2023, through September 30, 2025.

Recommendation: Motion that the Board of Education authorize administration to accept funds from the Michigan Department of Education (MDE) in the amount of \$5,000,000 to implement services and supports outlined in the 12c Consolidation Incentive Payments Grant, as presented. (Roll Call Vote)

B. Reclamation Education Project, LLC Contracted Services Agreement for 2024- 2025: Please see the memo from Director of Instruction Dr. Jennifer Banks. The administration is requesting the approval to contract with Dr. Maisie Gholson and the Reclamation Education Project, LLC for the design and development of a professional workshop focused on secondary mathematics. This initiative will also include the instruction and facilitation of a 4-hour workshop for teachers as part of the Tri-County Culturally Responsive Mathematics Institute. The total contract amount is \$165,000, and the agreement will span from October 8, 2024, to June 30, 2025. Funding for this contract will come from the Tri County Culturally Responsive Grant, with no impact on the general fund.

Recommendation: Motion that the Board of Education to approve contract with Reclamation Education Project, LLC in the amount of \$165,000.00, as presented. (Roll Call Vote)

C. Emdin Support Services Contracted Services Agreement: Please see the memo from Director of Instruction Dr. Jennifer Banks. The administration is requesting approval to contract with Dr. Chris Emdin and Emdin Educational Services for the development and facilitation of two in-person, three-hour professional learning sessions on Collider Classrooms, along with quarterly virtual learning lab check-ins. The total contract value is \$65,000, covering the period from October 8, 2024, to November 30, 2025. This contract will be funded by MDE's 23h Improving Teaching and Learning in Mathematics grant and will have no impact on the general fund.

Recommendation: Motion that the Board of Education to approve contract with Emdin Support Services in the amount of \$65,000.00, as presented. (Roll Call Vote)

D. FY25 SNAP-Ed Subrecipient Agreement: Please see the memo from Regional School Health Coordinator Danielle Oros. We are requesting the board authorize administration to accept the FY25 Supplemental Nutrition Assistance Program Education (SNAP-Ed) funding from Michigan Fitness Foundation in the amount of \$360,746.00. The SNAP-Ed grant funding is for one year, October 1, 2024-September 30, 2025, and will be used to pay for the following: 100% of WISD's Healthy Habits Program Assistant's salary and benefits, 100% of WISD's Healthy Habits Program Nutrition Outreach Specialist's salary and benefits, 40% of WISD's Regional School Health Coordinators salary and benefits, contracted staff time, staff travel, and program supplies.

Recommendation: Motion that the Board of Education authorize administration to accept the FY25 Supplemental Nutrition Assistance Program Education in the amount of \$360,746.00, as presented. (Roll Call Vote)

E. WISD Board of Education Candidate Review: The Board of Education would like to review the potential candidates who have applied for the vacant Board of Education position.

Recommendation: Motion that the Board of Education review the potential candidates who have applied for the vacant Board of Education position, as presented. (Roll Call Vote)

F. Authorization of Closed Sessions: The Board of Education has requested a closed session under Section 8(1)(h) to consider a letter from Washtenaw ISD attorneys.

Recommendation: Motion that the Board of Education convene in closed session under Section 8(1)(h) of the Open Meetings Act to consider a letter from Washtenaw ISD attorneys, as presented. (Roll Call Vote)

Agenda Item 11: Recess to Closed Session

Agenda Item 12: Reconvene to Open Session

Agenda Item 13: Other Items of Business:

Agenda Item 14: Board of Education Reports: The Board of Education will discuss the Delegate Handbook for the Michigan Association of School Boards.

Agenda Item 15: Administrative Reports:

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

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

Agenda Item 16: Adjournment



DATE: September 30, 2024
TO: Members of the Board of Education
FROM: Naomi Norman, Superintendent
RE: Red Oak and High Point Schools' Unified Champion Schools Grant Award

I wanted to inform you about two grants from Special Olympics Michigan ("SOMI") that were awarded to Washtenaw ISD to provide funding in the amount of \$1200 per school to support the 2024-2025 Special Olympics Unified Champion Schools Strategy at Red Oak and High Point Schools. Our Adapted Physical Education Teacher, Delia Powell, works hard to secure funding to make Special Olympics possible for our students.

This effort includes the implementation of all three Unified Champion School strategy components: Unified Sports, Inclusive Youth Leadership, and Whole School Engagement. The grant funding will support our efforts in these areas for students preparing for and engaging in Special Olympics.

We are very excited to support our students' engagement in Special Olympics and are grateful to SOMI for their support.



Dear Delia Powell and Red Oak :

Special Olympics Michigan ("SOMI") is pleased to provide Unified Champion Schools' Funding in the amount of \$ 1200 to support the 2024-2025 Special Olympics Unified Champion Schools Strategy which includes the implementation of all three Unified Champion School strategy components: Unified Sports, Inclusive Youth Leadership, and Whole School Engagement as outlined in your approved budget form.

The Project Funding Period is September 1, 2024 through June 15, 2025. Please review the attached agreement, return a signed copy to SOMI, scanned, and emailed to your Unified Champion School Coordinator within two weeks of receiving this agreement. Upon receipt of the signed Contract ("the Agreement"), SOMI will allocate funds awarded to your school to fulfill the objectives of the program. Your school will utilize these funds by (1) working with your UCS Coordinator to purchase expenses for you, (2) utilizing the UCS Amazon Business Account, (3) having Special Olympics Michigan Unified Champion Schools be directly billed/invoiced for your expenditures, or (4) submit receipts for reimbursement.

By signing the Agreement, you agree to comply with SOMI's grant policies as outlined in the original application and follow guidelines for expenses. *You also agree to submit a mid-term progress report which will be due on January 15, 2025, a final report will be due June 10, 2025, the UMASS Boston Report which will be due in May of 2025, and completing [two brag report submissions](#) throughout the school year. These reports will be in the monthly newsletter, as well as on [the resource landing page](#). Failure to comply with this agreement and requirements will result in loss of funds.*

Congratulations on receiving this award. Your participation in Unified Champion Schools is vital to achieving the strategic goals for your school and the Special Olympics Unified movement. Do not hesitate to contact our office with any questions. We look forward to working with you this school year.

Sincerely,

Cathy Burr

Unified Champion Schools
Special Olympics Michigan
unifiedschools@som.org



Special Olympics

This **Agreement** is made between Special Olympics Michigan, Inc. (referred to as "SOMI"), a nonprofit Michigan corporation having its principal address at SOMI, Central Michigan University, Mount Pleasant, Michigan, 48859 and Red Oak _____

I. **BACKGROUND**

SOMI is the recipient of funding to support school and youth activities under the umbrella of Unified Champion Schools. The overarching goal of Unified Champion Schools is to promote school communities where all young people are agents of change - fostering respect, dignity, and advocacy for people with intellectual and developmental disabilities. SOMI utilizes funds to provide project funding on a competitive basis to chosen Michigan schools to implement Unified Champion Schools in accordance with criteria set by Special Olympics and Unified Champion Schools.

The Project Funding has been awarded for the 2024-2025 Unified Champion Schools Project and includes the detailed goals outlined in your approved application and accompanying action plan. Funding under the Agreement is from September 1, 2024, through June 15, 2025 ("**the Agreement Period**").

Upon receipt of this Agreement, duly signed by program recipient and school administrator, you will be eligible to utilize your allocated funding. By signing the Agreement, your school agrees to comply with SOMI's policies.

II. **UNIFIED CHAMPION SCHOOLS FUNDING AGREEMENT**

As a condition of providing this project funding from Special Olympics Michigan, Inc. Program Recipient agrees to the terms and conditions specified herein.

SOMI is the recipient of funding and SOMI intends to provide a Sub-Award agreement for project funding to the Program Recipient for the purpose of the Program Recipient to conduct the activities set forth in the guidelines for Unified Champion Schools. The term of this Agreement shall be September 1, 2024, through June 15, 2025, and the amount shall be **up to \$ 1200** utilized in accordance with the terms and conditions of this Agreement. In consideration of the project funding, Program Recipient shall:

- ***Achieve or surpass each of the goals and performance metrics by the dates set forth in the attached Application Proposal, Plan, or other document approved by SOMI.***
- ***Use the project funding solely for the purposes set forth in the Application, Plan, Budget or other document approved by SOMI.***
- ***Comply with all applicable Federal laws and regulations including OMB Circular A-133, "Audits of States, Local Governments and Nonprofit Organizations," OMB Circular A-110 and OMB Circular A-122.***
- ***Maintain adequate insurance coverage for any property or equipment purchased with project funds, if applicable.***



- **Comply with the budget and not make any changes or modifications to such budget, including moving funds between line items, without the prior written approval of SOMI.**
- **Document expenditures of all disbursed funds through purchase orders, invoices, receipts or other documentation that adequately substantiates all payments made under this Agreement and submit documentation of expenses to SOMI. If Program Recipient does not provide the required receipts and documentation or does not provide such information in the time allowed by SOMI, Program Recipient shall be solely responsible for repaying all funds advanced to Program Recipient to date. In such case and without restricting any of SOMI's rights as set forth in this Agreement, SOMI reserves the right to withhold such amounts from any amounts that SOMI may owe to the Program Recipient under this Agreement or any other agreement, oral or written, between SOMI and Program Recipient.**
- **Retain all financial records and supporting documentation for a period of three years from the date of submission of the final report or other period as may be requested by SOMI from time-to-time.**
- **Submit the following reports:**
 - 1) **A mid-term report is due January 15, 2025, and a final report is due June 10, 2025.**
 - 2) **Complete the UMass Boston Report in April/May which will be emailed directly to you from the university of Massachusetts Boston**
 - 3) **Complete two brag reports within the school year**

Failure to comply with this agreement will result in loss of funds.

The reports referred to above shall set forth in detail the use of the project funding, compliance with the terms of the Agreement, and the progress made by Program Recipient toward achieving the goals and objectives of the Agreement.

- *Comply with all applicable Federal provisions as provided for in Part 74 of the Education Department General Administrative Regulations (EDGAR) at <http://www.ed.gov/policy/fund/reg/edgarReg/edgar.pdf> incorporated into this Agreement by this reference and Attachments B, C and D attached to this Agreement and complete all forms in a timely manner.*
- *Acknowledge SOMI's support on all press materials and public statements related to the project funded under this Agreement.*
- *Permit SOMI to use and exploit the materials developed using these funds.*

U.S Executive Orders, U.S. laws, European Union Directives and other similar laws, regulations or statutes prohibits transactions with and the provision of resources and support to, individuals and organizations associated with terrorism. By signing below, Program Recipient certifies that neither it nor any of its principals or key personnel (including volunteers) is presently engaged in any activities that would exclude or disqualify Program Recipient from receiving the project funding. This funding is not "earmarked" within the meaning of Treasury Regulations Section 53.4945-2(a)(5)(i), to be used (a) in any attempt to influence legislation within the meaning of Section 4945(e) of the Code.

SOMI has the right to: 1) discontinue the Agreement, and thus not provide Program Recipient with the full amount of the project funding if Program Recipient does not comply with the above conditions or if SOMI concludes that discontinuing funding is in the best interest of Special Olympics, in SOMI's sole discretion (in such event, Program Recipient shall promptly return the requested portion of the project funding); 2) require repayment of all or any portion of project funding if SOMI believes all or a portion



of the project funding was not used or was not used in compliance with this Agreement; 3) audit the Agreement at SOMI expense (in which case Program Recipient shall cooperate fully with any such audit); and 4) reallocate the project funding among the various budget line items.

Any interest earned on project funds must be applied to the project purposes and must be reported to SOMI. Program Recipient shall promptly return any unused project funds, or funds used for any purpose not specified in the Application, Plan, or other document approved by SOMI, unless otherwise agreed in writing, in advance, by SOMI.

Any purchases made that do not follow the guidelines will not be paid and will be reimbursed to SOMI by your school.

No purchases after June 1, 2025, will be paid by SOMI. Receipts sent in after June 15, 2025, will be the responsibility of the school district.



The term of this Agreement shall be September 1, 2024, through June 15, 2025, and the amount shall be up to \$ 1200 utilized in accordance with the terms and conditions of this Agreement. Your signature is confirmation of this agreement between Special Olympics Michigan, Inc. and Red Oak as it relates to the Unified Champion Schools Program, the attached documents have been reviewed, and you agree to comply with set policies.

School Recipient Signatures

Delia Powell Signature
Red Oak

Date

School Administrator Signature
Red Oak

Date

School Administrator Printed Name

Special Olympics Michigan, Inc.

Dan Ekonen
Senior Director of Program Leadership
Special Olympics Michigan, Inc.

Attachments:
Federal Guidance Document from SOI



Dear Delia Powell and High Point :

Special Olympics Michigan ("SOMI") is pleased to provide Unified Champion Schools' Funding in the amount of \$ 1200 to support the 2024-2025 Special Olympics Unified Champion Schools Strategy which includes the implementation of all three Unified Champion School strategy components: Unified Sports, Inclusive Youth Leadership, and Whole School Engagement as outlined in your approved budget form.

The Project Funding Period is September 1, 2024 through June 15, 2025. Please review the attached agreement, return a signed copy to SOMI, scanned, and emailed to your Unified Champion School Coordinator within two weeks of receiving this agreement. Upon receipt of the signed Contract ("the Agreement"), SOMI will allocate funds awarded to your school to fulfill the objectives of the program. Your school will utilize these funds by (1) working with your UCS Coordinator to purchase expenses for you, (2) utilizing the UCS Amazon Business Account, (3) having Special Olympics Michigan Unified Champion Schools be directly billed/invoiced for your expenditures, or (4) submit receipts for reimbursement.

By signing the Agreement, you agree to comply with SOMI's grant policies as outlined in the original application and follow guidelines for expenses. *You also agree to submit a mid-term progress report which will be due on January 15, 2025, a final report will be due June 10, 2025, the UMASS Boston Report which will be due in May of 2025, and completing [two brag report submissions](#) throughout the school year. These reports will be in the monthly newsletter, as well as on [the resource landing page](#). Failure to comply with this agreement and requirements will result in loss of funds.*

Congratulations on receiving this award. Your participation in Unified Champion Schools is vital to achieving the strategic goals for your school and the Special Olympics Unified movement. Do not hesitate to contact our office with any questions. We look forward to working with you this school year.

Sincerely,

Cathy Burr

Unified Champion Schools
Special Olympics Michigan
unifiedschools@somi.org



Special Olympics

This **Agreement** is made between Special Olympics Michigan, Inc. (referred to as "SOMI"), a nonprofit Michigan corporation having its principal address at SOMI, Central Michigan University, Mount Pleasant, Michigan, 48859 and High Point

I. **BACKGROUND**

SOMI is the recipient of funding to support school and youth activities under the umbrella of Unified Champion Schools. The overarching goal of Unified Champion Schools is to promote school communities where all young people are agents of change - fostering respect, dignity, and advocacy for people with intellectual and developmental disabilities. SOMI utilizes funds to provide project funding on a competitive basis to chosen Michigan schools to implement Unified Champion Schools in accordance with criteria set by Special Olympics and Unified Champion Schools.

The Project Funding has been awarded for the 2024-2025 Unified Champion Schools Project and includes the detailed goals outlined in your approved application and accompanying action plan. Funding under the Agreement is from September 1, 2024, through June 15, 2025 ("**the Agreement Period**").

Upon receipt of this Agreement, duly signed by program recipient and school administrator, you will be eligible to utilize your allocated funding. By signing the Agreement, your school agrees to comply with SOMI's policies.

II. **UNIFIED CHAMPION SCHOOLS FUNDING AGREEMENT**

As a condition of providing this project funding from Special Olympics Michigan, Inc. Program Recipient agrees to the terms and conditions specified herein.

SOMI is the recipient of funding and SOMI intends to provide a Sub-Award agreement for project funding to the Program Recipient for the purpose of the Program Recipient to conduct the activities set forth in the guidelines for Unified Champion Schools. The term of this Agreement shall be September 1, 2024, through June 15, 2025, and the amount shall be **up to \$ 1200** utilized in accordance with the terms and conditions of this Agreement. In consideration of the project funding, Program Recipient shall:

- ***Achieve or surpass each of the goals and performance metrics by the dates set forth in the attached Application Proposal, Plan, or other document approved by SOMI.***
- ***Use the project funding solely for the purposes set forth in the Application, Plan, Budget or other document approved by SOMI.***
- ***Comply with all applicable Federal laws and regulations including OMB Circular A-133, "Audits of States, Local Governments and Nonprofit Organizations," OMB Circular A-110 and OMB Circular A-122.***
- ***Maintain adequate insurance coverage for any property or equipment purchased with project funds, if applicable.***



- **Comply with the budget and not make any changes or modifications to such budget, including moving funds between line items, without the prior written approval of SOMI.**
- **Document expenditures of all disbursed funds through purchase orders, invoices, receipts or other documentation that adequately substantiates all payments made under this Agreement and submit documentation of expenses to SOMI. If Program Recipient does not provide the required receipts and documentation or does not provide such information in the time allowed by SOMI, Program Recipient shall be solely responsible for repaying all funds advanced to Program Recipient to date. In such case and without restricting any of SOMI's rights as set forth in this Agreement, SOMI reserves the right to withhold such amounts from any amounts that SOMI may owe to the Program Recipient under this Agreement or any other agreement, oral or written, between SOMI and Program Recipient.**
- **Retain all financial records and supporting documentation for a period of three years from the date of submission of the final report or other period as may be requested by SOMI from time-to-time.**
- **Submit the following reports:**
 - 1) **A mid-term report is due January 15, 2025, and a final report is due June 10, 2025.**
 - 2) **Complete the UMass Boston Report in April/May which will be emailed directly to you from the university of Massachusetts Boston**
 - 3) **Complete two brag reports within the school year**

Failure to comply with this agreement will result in loss of funds.

The reports referred to above shall set forth in detail the use of the project funding, compliance with the terms of the Agreement, and the progress made by Program Recipient toward achieving the goals and objectives of the Agreement.

- *Comply with all applicable Federal provisions as provided for in Part 74 of the Education Department General Administrative Regulations (EDGAR) at <http://www.ed.gov/policy/fund/reg/edgarReg/edgar.pdf> incorporated into this Agreement by this reference and Attachments B, C and D attached to this Agreement and complete all forms in a timely manner.*
- *Acknowledge SOMI's support on all press materials and public statements related to the project funded under this Agreement.*
- *Permit SOMI to use and exploit the materials developed using these funds.*

U.S Executive Orders, U.S. laws, European Union Directives and other similar laws, regulations or statutes prohibits transactions with and the provision of resources and support to, individuals and organizations associated with terrorism. By signing below, Program Recipient certifies that neither it nor any of its principals or key personnel (including volunteers) is presently engaged in any activities that would exclude or disqualify Program Recipient from receiving the project funding. This funding is not "earmarked" within the meaning of Treasury Regulations Section 53.4945-2(a)(5)(i), to be used (a) in any attempt to influence legislation within the meaning of Section 4945(e) of the Code.

SOMI has the right to: 1) discontinue the Agreement, and thus not provide Program Recipient with the full amount of the project funding if Program Recipient does not comply with the above conditions or if SOMI concludes that discontinuing funding is in the best interest of Special Olympics, in SOMI's sole discretion (in such event, Program Recipient shall promptly return the requested portion of the project funding); 2) require repayment of all or any portion of project funding if SOMI believes all or a portion



of the project funding was not used or was not used in compliance with this Agreement; 3) audit the Agreement at SOMI expense (in which case Program Recipient shall cooperate fully with any such audit); and 4) reallocate the project funding among the various budget line items.

Any interest earned on project funds must be applied to the project purposes and must be reported to SOMI. Program Recipient shall promptly return any unused project funds, or funds used for any purpose not specified in the Application, Plan, or other document approved by SOMI, unless otherwise agreed in writing, in advance, by SOMI.

Any purchases made that do not follow the guidelines will not be paid and will be reimbursed to SOMI by your school.

No purchases after June 1, 2025, will be paid by SOMI. Receipts sent in after June 15, 2025, will be the responsibility of the school district.



The term of this Agreement shall be September 1, 2024, through June 15, 2025, and the amount shall be up to \$ 1200 utilized in accordance with the terms and conditions of this Agreement. Your signature is confirmation of this agreement between Special Olympics Michigan, Inc. and High Point as it relates to the Unified Champion Schools Program, the attached documents have been reviewed, and you agree to comply with set policies.

School Recipient Signatures

Delia Powell

Delia Powell Signature

High Point

9-18-24

Date

School Administrator Signature

High Point

Date

School Administrator Printed Name

Special Olympics Michigan, Inc.

Dan Ekonen

Senior Director of Program Leadership
Special Olympics Michigan, Inc.

Attachments:

Federal Guidance Document from SOI



To: Naomi Norman
 Superintendent, Washtenaw Intermediate School District

From: Sherrill MacKay
 President, Board of Trustees
 Honey Creek Community School

Date: September 20, 2024

Re: Appointment to the Honey Creek Community School Board of Trustees (Karen Bailey)

Please find the following update to our 2024-2025 Board of Trustees at Honey Creek Community School. Thank you for your continued support.

- We are pleased to recommend Karen Bailey to be appointed to the open seat on the board following the resignation of Jordan Greene.
- Pending WISD approval, the candidate is available to initiate their terms effective immediately with term ending June 30, 2027.
- There are no changes to other board seats.
- Below is the updated list of the 2024-2025 Honey Creek Board of Trustees.

2024-2025 Board of Trustees	Vincent Deneff	2023-2026
	<i>Karen Bailey*</i>	<i>2024-2027</i>
	Dillon Hendrick, <i>Vice-President/Secretary</i>	2022-2025
	Sherry MacKay, <i>President</i>	2024-2027
	Mouna Mana	2022-2025
	Laura Pasek, <i>Treasurer</i>	2022-2025
	Daniel Thiel	2023-2026
	Jordan Greene	2022-2025**
Contact Information for Appointed Candidates*	Karen Bailey 2220 Steeplechase Drive Ann Arbor, Michigan 48103 202-658-8870 kj.bailey65@gmail.com	

*Recommended candidate. Pending approval by the WISD Board of Education.

**Appointed in September 2024 to complete the term of Jordan Greene and extended through June 30, 2027.

Karen Bailey, LMSW

RESUME

RELEVANT EXPERIENCE

Dates Employed	2021-present
Position Title	Private Practice Remote Psychotherapist
Employer's Name	Self employed
Duties	Provide individual and couples psychotherapy for clients referred by an EAP. Clients present with a wide variety of clinical issues and are provided culturally, and trauma informed evidence based treatment
Dates Employed	2019 – 2022
Position Title	Home Care Clinical and Medical Social Worker
Employer's Name	EHM Senior Solutions/Shared Services Home Care
Duties	Provide psychosocial evaluations, psychotherapy, medical case management and care coordination as needed for elderly and/or clients with disabilities.
Dates Employed	2018 – 2019
Position Title	Rotating Shelter Co-coordinator
Employer's Name	Shelter Association of Washtenaw County
Duties	Recruit and screen homeless clients for a rotating shelter program, coordinate transportation of clients and program supplies, collaborate with church volunteers, provide supportive listening, proactive behavior management and support for de-escalation as needed.
Dates Employed	2017
Position Title	Rights Representative
Employer's Name	State of Michigan, Department of Civil Rights, DODDBHH
Duties	Provided advocacy, outreach, and referrals to people who are Deaf, Deaf/Blind or hard of hearing. Conducted certification processing for sign language interpreters serving clients in the state of Michigan.
Dates Employed	2015 – 2016
Position Title	Advanced MSW Intern
Employer's Name	Ann Arbor VA, Visually Impaired Services Team
Duties	Under supervision, provided case management to legally blinded veterans, provided supportive counseling, co-lead support groups

for legally blinded veterans and their families, created a resource directory for each county served by the VIST, collaborated on outreach and community education projects.

Dates Employed 2015
Position Title MSW Intern
Employer's Name Ann Arbor VA, Substance Use Disorders Clinic
Duties Under supervision, provided individual intake evaluations, co-lead a CBT-based substance use disorder treatment group, co-lead a case management group for veterans residing in a sober living program, co-lead a CBT-based relapse prevention group, co-lead a mindfulness-based relapse prevention group, provided individual case management and CBT-based individual therapy to veterans.

Dates Employed 2010 – 2012
Position Title Community Support Provider
Employer's Name Deaf-REACH, Inc.
Duties Provided case management, supportive counseling, advocacy and skills training to d/Deaf, hard of hearing and d/Deaf-Blind adults in a community mental health setting

Dates Employed 2009 – 2010
Position Title Student Extern
Employer's Name Gallaudet University Counseling Center
Duties Under supervision, provided psychological and neuropsychological assessments to college students and adult community members and carried a psychotherapy caseload of student and adult community clients

Dates Employed 2008 – 2011
Position Title Adjunct Faculty
Employer's Name Gallaudet University
Duties Designed curriculum for and taught the following undergraduate courses: Adult Development and Aging, Educational Psychology, Personality, and Research Methods. Designed curriculum for the following graduate course: The Teaching of Psychology

LICENSURE
Michigan LMSW

EDUCATION
MSW April, 2016, Eastern Michigan University
B.A. Humanities with Emphasis in Parent Education, 1989, New College of California

B.A. General Studies, 2005, The Evergreen State College
Post Baccalaureate study, MIT - Special Education and Teaching, The Evergreen State College
Post Baccalaureate study - Psychology, Gallaudet University

CURRENT VOLUNTEER AFFILIATIONS

Governor appointed Advisory Board Member, Michigan Board of Qualified Interpreters under Michigan Department of Licensing – 2018 - 2020

Governor appointed Advisory Board Member, DODDBHH Advisory Board under the Michigan Department of Civil Rights – 2016 – 2017

President, Executive Board, SHIM=DB 2017 – 2020

Vice-President, Executive Board, SHIM=DB 2014 - 2017

Advisory board member DHHDB Mental Health Task Force NASW-Michigan – 2015 - 2019

Advisory board member, DB Central 2013 – present

Planning committee member, Michigan Deaf/Blind Workshop 2009 - 2020



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

Tuesday, September 24, 2024

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, September 24, 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
Steve Olsen, Trustee

The following member was absent:

Theresa Saunders, Secretary
Sarena Shivers, Treasurer

Quorum was met.

Also present:

Naomi Norman, Superintendent
Cherie Vannatter, Deputy Superintendent
Matthew Cook, Chief of Information Officer
LaDawn White, Early Childhood Grant Manager
Jennifer Banks, Director of Instruction
Alicia Kruk, Assistant Director of Preschool and Family Services
Jacqueline Coluccy, Teacher Consultant
Gwendolyn McGee, Social Worker
Deborah Hester-Washington, Executive Director of Special Education
TJ Greggs, Administrative Assistant to the Superintendent

APPROVAL OF THE AGENDA

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

Ayes: Diane Hockett, Mary Jane Tramontin, Steve Olsen

Nays: None.

Motion carried.

COMMUNICATIONS: There were no communications.

PUBLIC PARTICIPATION: There was no public participation.

FINANCIAL REPORTS –Superintendent Naomi Norman reviewed the financial reports for August 2024 and Early Childhood Grant Manager LaDawn White reviewed the Head Start financial report for July and August 2024.

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

Ayes: Diane Hockett, Mary Jane Tramontin, Steve Olsen

Nays: None.

Motion carried.

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

- Superintendent Naomi Norman shared discussed about the upcoming 2024 National Summit for Courageous Conversations.
- Superintendent Naomi Norman and the Board of Education discussed the training dates with the equity team.

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, Steve Olsen

Voting no: None.

Motion carried.

Approval of Minutes

The Board approved the minutes of the September 10, 2024, regular meeting.

028-24-25

The Board approved the following employment recommendations:

- Brandi Valerio as a Teacher Consultant.
- Kara Lilly as a Mental Health Practitioner.

029-24-25

The Board approved the following reclassification requests:

- Brandon Thacker, Intern, 1.0 FTE, 210 Workdays, Non-Bargaining to Level 1 Support, 1.0 FTE, 230 Workdays, Non-Bargaining.
- Jessica Fonville, General Education Social Worker, 1.0 FTE, 205 Workdays, Unit II to General Education Social Worker, 1.0 FTE, 205 Workdays, Non-Affiliated.
- Kara Williams, Social Worker, 1.0 FTE, 205 workdays, Unit II to Social Worker, 1.0 FTE, 205 workdays, Unit II.
- Simonne Mildenstein, Teacher Consultant- WL, 1.0 FTE, 185 workdays, Unit II to Teacher of students with severe cognitive impairments- Young Adult (205 days), 1.0 FTE, 205 workdays, Unit II.

030-24-25

The Board authorized the administration to approve 2024 renewal agreement between Hanover and Washtenaw ISD, as presented.

031-24-25

The Board authorized the administration to approve contracts with Ann Arbor Public Schools, Chelsea School District, Dexter Community Schools, Lincoln Consolidated School District, Manchester Community Schools, Milan Area Schools, Saline Area Schools, Whitmore Lake Public Schools, and Ypsilanti Community Schools to provide an early literacy coach to each district for the 2024-2025 school year at a cost not to exceed \$50,000.00, as presented.

NEW BUSINESS – MDE Future Proud Educator Grow Your Own Grant: Director of Instruction Dr. Jennifer Banks addressed the Board regarding the increase of the Future Proud Michigan Educator Grow Your Own initiative grant funds from \$700,811.00 to \$4,929,035.00 and what those funds will be used for.

Mary Jane Tramontin moved, Steve Olsen seconded, that the Board of Education authorize administration to accept funds from MDE in the amount of \$4,228,224.00 to implement phase 3 of the Future Proud Michigan Educator Grow Your Own initiative, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Steve Olsen

Voting no: None.

Motion carried.

NEW BUSINESS – TLC Building Virtual Machine Infrastructure - VM Host Upgrade/Replacement: Chief Information Officer Matthew Cook addressed the Board regarding the continued stability and security of our virtual servers and the need to upgrade the older M4 hosts.

Steve Olsen moved, Mary Jane Tramontin seconded, that the Board of Education authorize administration to approve the purchase of 3 Cisco M6 Rack servers, along with infrastructure-related materials, licenses, and a service warranty, in the amount not to exceed \$73,663.00, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Steve Olsen

Voting no: None.

Motion carried.

NEW BUSINESS – WISD Head Start Awareness Month Resolution 2024: Assistant Director of Preschool and Family Services Alicia Kruk addressed the board regarding the WISD's Head Start Awareness month resolution. The proclamation outlines our agencies support for the children and families that are served by this program.

Mary Jane Tramontin moved, Steve Olsen seconded, that the Board of Education approve the Head Start Awareness Month Resolution, as presented.

Voting yes: Diane Hockett, Mary Jane Tramontin, Steve Olsen

Voting no: None.

Motion carried.

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

BOARD OF EDUCATION REPORTS: The Board of Education had nothing to report.

ADMINISTRATIVE REPORTS - Superintendent's Report: Superintendent Naomi Norman addressed the Board, speaking about the following:

- Adapting the Head Start policies into the WISD's policies.
- Millage information (interviews, yard signs, promotion).
- Lockdown in Ypsi the previous week.
- Dyslexia Bill

ADJOURNMENT.

The meeting was adjourned at 6:34 PM

Respectfully submitted,

Theresa Saunders, Secretary
Washtenaw ISD Board of Education

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Chandra L. Dumas, Principal Red Oak

DATE: August 27, 2024

RE: New Hire Recommendation - Teaching Assistant Floater #1409

I would like to recommend Renee Redding for employment as Teaching Assistant. Renee received her high school diploma from Huron High School and has most recently been employed as a Secretary for Ypsilanti Schools

If approved by the Board Renee's salary will be \$31,102 Step 3. All other fringe benefits will be set forth in the Unit I contract.

Washtenaw Intermediate School District Online Application

Redding, Renee

Date Submitted: 8/19/2024

Personal Data

Name: Renee Redding
(First) (Middle Initial) (Last)

Other name(s) under which transcripts, certificates, and former applications may be listed:

Other: (First) (Middle Initial) (Last)

Email Address:

Postal Address

Permanent Address

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

Present Address

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

Employment Desired

Open Vacancy Desired:		Date Last Submitted	Experience in Similar Positions
JobID: 1422	Student Support Services: Teaching Assistant - Young Adult Red Oak at Young Adult Red Oak	8/19/2024	years
JobID: 1409	Student Support Services: Teaching Assistant - Young Adult Red Oak (9 Positions) at Young Adult Red Oak	8/19/2024	23 years

JobID 1409 Questions

* Do you have a High School Diploma or Equivalent?

Yes

JobID 1422 Questions

* Do you have a High School Diploma or Equivalent?

Yes

Equal Opportunity Employer

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

Washtenaw Intermediate School District Online Application

Redding, Renee

Date Submitted: 8/19/2024

Legal Information

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

Are you eligible to work in the United States?

Yes

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

No

If yes, explain, giving dates:

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

No

If yes, explain, giving dates:

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

No

Applicant's Acknowledgement and Agreement.

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

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

Renee Redding
(Applicant Name)

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

Current or Most Recent Position		Employer Contact Information		Supervisor/Reference Contact Information	
Ypsilanti Community School para		2095 Packard St Ypsilanti, MI 48198			
Date From - Date To:	02/2020 - 07/2024	Full or Part Time:	Full	Last Annual Salary:	
Reason for Leaving:	Would like to do some different				
Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Ypsilanti Community School Para		2095 Packard St Ypsilanti, MI 48198 734-221-2202			
Date From - Date To:	07/2023 - 07/2024	Full or Part Time:	Full	Last Annual Salary:	
Reason for Leaving:	Was asked by Principal to move to anew position				

Washtenaw Intermediate School District Online Application

Redding, Renee

Date Submitted: 8/19/2024

Education

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

High School Attended: Huron High School
Graduation Status: H.S. Diploma

Colleges, Universities and Technical Schools Attended:

Name and location	Major area of study and number of semester hours	Minor area of study and number of semester hours	Degree	Date Conferred or Expected
w.c.c	Science Hrs: 9	Science Hrs: 9	Nursing	

Number of graduate hours beyond your highest degree: N/A
Grad Program Of Study

List honors, awards or distinctions you have earned:

Highly Qualified Teacher

* Have you previously obtained Highly Qualified status from a school district? **No**
If Yes, what type of school district considered you Highly Qualified?

No information entered on Highly Qualified Teacher Subject(s)/Method(s).

Language Skills

Do you know any language other than English? No

Professional References

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

Washtenaw Intermediate School District Online Application

Redding, Renee

Date Submitted: 8/19/2024

Professional References cont.

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

Referrals

How did you hear about employment with us?

Other: Internet

Legal Information

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

I agree

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

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

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

--

Washtenaw Intermediate School District Online Application

Redding, Renee

Date Submitted: 8/19/2024

Legal Information continued

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

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

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

Fingerprint results on file at another Michigan School District

-

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Jennifer Parrelly, High Point Principal

DATE: September 6, 2024

SUBJECT: New Hire Memo- Title of Position

I would like to recommend Shannon Knox for employment as a teaching assistant in room 42 at High Point. Shannon received an Associate's Degree in Psychology from Argosy University. Shannon is currently employed as a patient access representative at Henry Ford Health System. If approved by the Board, Shannon's salary will be \$34,407, step three (3). All other fringe benefits are set forth in the unit one (1) contract.

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

Shannon Knox

A versatile and organized professional with 10+ years of experience in insurance claims, verification, processing, filing and billing. Seeking to fill a position as a Claims Tech with Trinity Health

Work Experience

Patient Access Representative

Henry Ford Health System - Jackson, MI

November 2019 - June 2021

- Under general supervision, followed standard operating procedures and protocols for all patient registration and Account management activities
- Patient reception
- Face-to-face check in, pre-registration confirmation of insurance eligibility and cash collections.
- Performed new patient registration; Update Registration and insurance information; responded to inquiries from all callers/customers.
- Advocate on the caller/customer behalf to ensure their needs are met.
- Act as a welcoming front door for all callers/customers, instilling loyalty and anticipating needs, while providing efficient, effective customer relationship management and ensuring privacy for account management.

Insurance and Risk Management Claim Technician

Henry Ford Health System - Jackson, MI

June 2021 - February 2024

- Reviewed and processed notices of loss and other claim information in EPIC database; entered claim information in database, established claim file numbers; set initial reserves, created diaries for management review, and created paper claim files. Assigned appropriate policy number for each new file.
- Coordinated Legal Hold process for each claim ensuring the information is captured in EPIC; prepared and distributed Legal Hold notices to appropriate employees and management: retained electronic information; sent appropriate information to all necessary individuals at close of each file and assured appropriate destruction of electronic information.
- Reviewed and edited Epic data integrity reports as appropriate. Independently coordinated file audits with internal and external auditors; prepared files for review. Maintained working knowledge of applicable Federal, State, and local laws and regulations, Trinity Health Corporate integrity program, code of ethics and other policies and procedures, in order to ensure adherence in a manner that reflects honest, ethical and professional behavior.
- Maintained proper claim documentation, assuring to follow privacy policy.
- Independent auditing of claims to be finalized and closed.
- Overseen proper disposal of electronic information according to policy and guidelines.
- Mailing of documentation and follow-up.
- Processing of legal correspondence.
- Liaison for legal counsel, medical staff and claimants.
- Maintained a comprehensive knowledge of liability claims processing and administration.

Care Coordinator (Contract)

Randstad Staffing

August 2022 - April 2023

- Applied acquired job skills and company policies and procedures to complete assigned tasks
- Referred to policies and past practices for guidance
- Receive general direction on standard work; receive detailed instruction on new assignments
- Consulted with Supervisor or senior peers on complex and unusual problems
- Accountabilities in this role; Created and completed accurate referrals and applications and kept updated on policy or procedural changes
- Entered detailed information into company proprietary software
- Maintain quality while providing an empathetic and supportive experience to the patient
- Interacted with the patient referral sources to process new claims
- Steward patient accounts from initial contact through final approval/denial

Home Health Provider

COMMUNITY ALLIANCE - Jackson, MI

April 2014 - October 2019

- Administer bedside personal care, such as ambulation and personal hygiene assistance.
- Perform housekeeping duties, such as cooking, cleaning, washing clothes dishes, and running errands.
- Cared for an individual during periods of incapacitation, family disruption, or convalescence, provided companionship, personal care, or help in adjusting to new lifestyles.
- Perform healthcare-related tasks, such as monitoring vital signs and medication, under the direction of registered nurses or physiotherapists.
- Plan, shop for, or prepare nutritious meals or assist families in planning, shopping for, or preparing nutritious meals.
- Transport clients to locations outside the home, such as to physicians' offices or on outings, using a motor vehicle.
- Prepare and maintain records of client progress and services performed, reporting changes in client condition to manager or supervisor.

Claims Auditor, Customer relations

Xcel Staffing - Jackson, MI

September 2017 - 2018

- Staffing agency-Customer Service
- Processing and Auditing agent
- Consumers SAP back office
- Claims processing
- Data entry
- File maintenance.

Home Health/Senior Med Tech/ Clerical support

ADAMS GROVES INC - Winter Haven, FL

July 2010 - December 2012

- Maintain records of patient care, condition, progress, or problems to report and discuss observations with supervisor or case manager.
- Provide patients with help moving in and out of beds, baths, wheelchairs, or automobiles and with dressing and grooming.

- Check patients' pulse, temperature, and respiration.
- Care for patients by changing bed linens, washing and ironing laundry, cleaning, or assisting with their personal care.
- Entertain, converse with, or read aloud to patients to keep them mentally healthy and alert.
- Administer prescribed oral medications, under the written direction of physician or as directed by homecare nurse or aide, and ensure patients take their medicine.
- Plan, purchase, prepare, or serve meals to patients or other family members, according to prescribed diets.
- Accompany clients to doctors' offices or on other trips outside the home, providing transportation, assistance, and companionship and care management.
- Direct patients in simple prescribed exercises or in the use of braces or artificial limbs.
- Perform a variety of duties as requested by client, such as obtaining household supplies or running errands.
- Massage patients or apply preparations or treatments, such as liniment, alcohol rubs, or heat-lamp stimulation.

Skills

Proficient with Microsoft Word, Powerpoint, Excel, Outlook and Adobe Acrobat.
Well versed with multiple software (SAP, EPIC, etc.) Highly proficient and keen ability to effectively utilize tools available.

Education

Associate in Psychology

Argosy University-Phoenix Online Division - Phoenix, AZ
August 2016 to October 2018

Nurse Aide

Rose Training Institute - Lakeland,
FL 2008

High School Diploma in High School

Winter Haven Senior High School - Winter Haven, FL
June 1996

AAPC

Credentialing Specialist
Online 2023

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Shantell Gordon
Facilities Assistant

DATE: 9/20/24

RE: New Hire Recommendation – Classroom Attendant

I am writing to enthusiastically recommend Elijah Zapata for the position of Classroom Attendant at the Ypsilanti Young Adult location. Elijah is currently a dedicated student in our Ypsilanti Young Adult program, and I have had the pleasure of observing her growth and commitment firsthand. I believe Elijah’s skills and dedication make her an excellent fit for this role. If approved by the Board, Elijah’s hourly rate will be \$10.33/hr.

Please let me know if you require additional information.

Washenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

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

Dawn Stewart

Department

Achievement Initiatives

Supervisor

Jennifer Banks

Current Position Title

LEA Mental Health Coordinator

Recommended Position Title

Supervisor of Instructional Supports

Current Position Number

51,000.902.01

Recommended Position Number

51,000.221.31

Current Bargaining Unit

Non-Affiliated

Recommended Bargaining Unit

Non-Affiliated

Current Pay Rate/ Salary Level

Grade 10 - 210 Days - Step 6 \$988,585

Recommended Pay Rate/ Salary Level

Grade 11 -230 days- Step 6 \$118,773

Current FTE

1

Recommended FTE

1

Current Number of Work Days

210

Recommended Number of Work Days

230

Should the Current Position Remain?

- Remain
- Delete

Current Account 1

11,1311,1590,000,2494,000000,0000

Current Account 1 Split

100

Current Account 2

Current Account 2 Split

Current Account 3

Current Account 3 Split

Current Account 4

Current Account 4 Split

Recommended Account 1

11,1221,1250,000,0000,000000,1100

Recommended Account 1 Split

64

Recommended Account 2

11,1221,1250,000,0000,000000,1300

Recommended Account 2 Split

11

Recommended Account 3

22,1221,1250,000,0000,000000,1300

Recommended Account Split 3

5

Recommended Account 4

11,1221,1250,000,9751,000000,0000

Recommended Account 4 Split

20

Current Location

Worksite/Desk Location

TLC

Recommended Location

Worksite/Desk Location

TLC/Achievement Initiatives

Rational for Position Change

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

Due to the increase in the number of positions on the AI Team, in addition to the multiple grants that the team has received there is a need for an additional supervisor.

Effective Date

Date new duties were assigned or changes made

09/01/2023

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

Supervisor of Instruction

Department Head Comments

Department Head

Jennifer Banks

09/18/2024

Finance Approval

Approve

Adjust, See Comments

Finance Comments

Finance

SAP

09/24/2024

Human Resources Approval

Approve

Adjust, See Comments

Human Resources Comments

1st SCRIPT Approval - 8/22/24; Gr. 11, Step 6, 2nd SCRIPT Approval - 9/18/24; Gr. 11, Step 6.

Human Resources / Executive Admin Review

CD Harmon-Higgins

09/18/2024

Superintendent Comments

Superintendent

Naomi Norrae

10/01/2024

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
JOB DESCRIPTION**

Job Title: Supervisor of Instructional Supports
Department: Achievement Initiatives
Calendar: 230-Day/Annual
Reports To: Director, Achievement Initiatives
FLSA Status: Exempt
Prepared By: Jennifer Banks, Ph.D.
Director, Achievement Initiatives
Prepared Date: July 30, 2024
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director, Human Resources & Legal Services
Approved Date: August 5, 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 Supervisor of Instructional Support and Youth Programming is responsible for overseeing the development, implementation, and evaluation of instructional support services and youth programs. This role ensures that all programs align with educational standards and meets the diverse needs of students and the community. The Supervisor collaborates with educators, administrators, and community partners to enhance educational opportunities and outcomes for youth.

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.
- Develops, implements, and evaluates instructional support services and youth programming that advance student achievement across the ISD and local district programs.
- Ensures programs align with state standards and objectives.
- Monitors program effectiveness and makes data-driven adjustments as needed.
- Oversees the development of curriculum and instructional materials for youth programs.
- Promotes and coordinates interagency efforts involving programs across the curriculum.
- Creates and sustains a team culture that is collaborative and supportive.
- Demonstrates ability to work collaboratively with local district personnel and ISD staff.

Collaboration and Communication:

- Collaborates with educators, administrators, parents, and community partners to enhance program offerings and support student success.
- Communicates program goals, objectives, and outcomes to stakeholders.
- Demonstrates ability to work across departments including Special Education, Community School Partnership, and Early Childhood in order to connect services, ensuring success for all students.
- Demonstrates ability to lead collaborative processes with a variety of stakeholders.
- Demonstrates ability to supervise and evaluate coordinators, program managers, and project assistants.
- Demonstrates ability to design and conduct program evaluation.

- Supports the team in articulating its goals and vision, both internally and externally.
- Creates and supports a system for internal program evaluation addressing the following questions: How do we hold ourselves accountable? Are we achieving our goals? How do we know?
- Creates a structure for implementing youth programs that are culturally sustaining.
- Cultivates sustainable relationships with local districts to support teacher professional learning, teacher recruitment, and teacher retention.
- Supports coordinators in the design and implementation of youth programs and initiatives for county and local districts.
- Develops and sustains community partnerships with organizations (such as WACY, EMUWP, YpsiWrites 826, UMMA, UMS, and libraries,).
- Provides organization and leadership to maintain and expand current initiatives, including the Responsive Teaching Coalition, and Freedom Schools.
- Identifies and assists in securing potential grant funding opportunities working with WISD grant coordinators and district leadership.

Resource Management:

- Develops and manages budgets for instructional support services and youth programming.
- Identifies and secures funding opportunities, including grants and donations.
- Allocates resources effectively to support program goals and objectives.
- Maintains accurate records of program activities and outcomes.
- Seeks opportunities to develop and expand engagement with a diverse group of stakeholders, partners, and communities.
- Provides leadership, direction, and high levels of collaboration for professional learning and development approaches for the county.
- Provides consulting and leadership to state committees or organizations.
- Partners with regional and state instructional networks to advance and connect to people, ideas and opportunities relevant to the instructional efforts in our county.

Student Support:

- Coordinates programming to provide direct support to students as needed, including academic tutoring, mentoring, and counseling.
- Develops and implements strategies to support marginalized students and promotes equity and inclusion.

Experiential Learning Coordination:

- Designs and implements experiential learning opportunities such as internships, field trips, service-learning projects, and hands-on classroom activities.
- Supports current youth programs including Youth Council, Freedom Schools, NSBE Jr., and Ten80.
- Fosters partnerships with local businesses, non-profits, and other organizations to create real-world learning experiences.
- Evaluates the impact of experiential learning activities on student engagement and achievement.
- Other Duties as Assigned.

SUPERVISORY RESPONSIBILITIES:

- Supervises professional staff, clerical staff, and contractors responsible for programs, projects, and initiatives designed to advance the goals of the organization.

Staff Supervision and Development:

- Recruits, hires, trains, and supervises instructional support staff and youth program coordinators.
- Provides ongoing professional development and support to staff.
- Conducts performance evaluations and provide feedback to staff members.

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. Knowledge of organizational development and schools as organizations/systems; school improvement processes: research to improve achievement; curriculum development, alignment, and implementation; assessment practices that result in improved instruction.

EDUCATION and/or EXPERIENCE:

- Master's degree minimum in Education, Educational Leadership, or a related field.
- Degree or coursework in Curriculum and/or Educational Leadership preferred.
- Experience with developing and implementing youth programming.
- Experience in preK-12 or higher education preferred.

LANGUAGE SKILLS:

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

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.

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.

CERTIFICATES, LICENSES, REGISTRATIONS:

- A valid Michigan Teaching Certificate, Social Work, Counseling, or Michigan Administrative Certificate.

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 speak or listen. While performing the duties of this job, the employee is regularly 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 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 may be required to be outdoors for periods of time, and therefore subject to varying weather conditions, for purposes of accomplishing the essential functions of this job.

FUNCTIONS OF POSITION DESCRIPTION:

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

This position description is not a contract for employment.

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

TERMS:

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the Non-Affiliated Staff Manual. Starting salary ranging (dependent upon experience) from \$100,025 - \$122,930. This position is partially grant-funded and will be contingent upon grant awards.

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 at 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.

Washenaw ISD Position Change / Upgrade Form

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

Change Recommended

Please select all that apply

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

Employee Name:

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

Julie Lenhart

Department

Early Childhood

Supervisor

Athea Wilson

Current Position Title

Home Visitor

Recommended Position Title

Early Head Start Home Visitor

Current Position Number

52.00.226-11

Recommended Position Number

52.00.212.07

Current Bargaining Unit

Unit 1

Recommended Bargaining Unit

Unit 1

Current Pay Rate/ Salary Level

EC NA GR2 Step 7

Recommended Pay Rate/ Salary Level

EC NA GR2 Step 7

Current FTE

1

Recommended FTE

.6

Current Number of Work Days

230

Recommended Number of Work Days

230 @ .6

Should the Current Position Remain?

- Remain
- Delete

Current Account 1

11.1351.1250.987.7235.90711.0000

Current Account 1 Split

90

Current Account 2

22.1212.1290.000.3264.00000.0000

Current Account 2 Split

10

Current Account 3

Current Account 3 Split

Current Account 4

Current Account 4 Split

Recommended Account 1

11.1212.1290.997.3434.00000.0000

Recommended Account 1 Split

1

Recommended Account 2

Recommended Account 2 Split

Recommended Account 3

Recommended Account Split 3

Recommended Account 4

Recommended Account 4 Split

Current Location

Worksite/Desk Location

No change

Recommended Location

Worksite/Desk Location

No change

Rational for Position Change

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

Julie applied for the 6 position as the only internal candidate.

Finance Comments

Account was changed to 3435 since 3434 ends 9.30.24 and effective date of move is 10.15.24

Finance

SAP

Human Resources Approval

- Approve
- Adjust. See Comments

Human Resources Comments

Human Resources / Executive Admin Review

CD Harmon-Higgins

Superintendent Comments

Effective Date

Date new duties were assigned or changes made
10/15/2024

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

Julie Lenhard is already in this position as a 1.0, she is moving into the part time .6 FTE position.

Department Head Comments

Department Head

Dr. Edward G. Manuszak II

Finance Approval

- Approve
- Adjust. See Comments

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
JOB DESCRIPTION**

Job Title: Home Based Parent Educator (Early Head Start)
FTE: 0.6 FTE (3 days/week)
Department: Early Childhood Programs
Reports To: Family Services Coordinator
FLSA Status: Non-Exempt
Prepared By: Alicia Kruk
Assistant Director, Early Head Start & Family Services
Prepared Date: August 30, 2024
Approved By: Cassandra D. Harmon-Higgins, Esq.
Executive Director, Human Resources and Legal Services
Approval Date: August 30, 2024

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

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

SUMMARY:

The Early Head Start Home-Based Parent Educator for the WISD provides parent education and child development information to families qualifying for services. This position ensures that the Parents as Teachers curriculum is used in implementation of the Early Head Start model and that any developmental delays and IFSP goals are addressed and supported and supports both health and family services. Services are provided to families in their own homes weekly. Group connections are also co-facilitated by Home-Based Parent Educators. Home-Based Parent Educators participate in learning related to social justice.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities.
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Engages in reflection and ongoing learning and development on critical concepts and terms identified in the Washtenaw ISD Educational Equity Policy including concepts such as cultural proficiency, racial equity, and systemic and structural inequities.
- Demonstrates a strong commitment to the educational and related needs of very young children.
- Conducts (90 minute) home visits with assigned Early Head Start families weekly.
- Becomes familiar with Head Start Standards as they relate to the Early Head Start Home Based model.
- Co-facilitates group connections (socializations) for enrolled families and community members.
- Provides parent education using the Parents as Teachers curriculum to increase knowledge of child development and support parent learning of appropriate expectations of infants and toddlers.
- Conducts screening and ongoing assessment of young children's development.
- Collaborates with families to establish developmental and family goals.
- Engages parents and caregivers in jointly planning home visits using the family's daily schedule and routine and utilizing materials in the home (e.g. Toys, play structures, favorite family activities, books, etc.)

- Educates parents on the importance of obtaining preventative medical and dental care.
- Tracks well-child medical appointments and immunization schedules for enrolled children.
- Provides crisis intervention and resource referrals in partnership with the Family Support Specialist.
- Completes documentation of home visits in Child Plus.
- Maintains the data system regularly and accurately.
- Maintains confidentiality of family records and information.
- Builds relationships with existing Early Childhood programs to better serve families in the transition and referral process.
- Attends program staff meetings and Professional Learning Communities (PLCs)
- Participates in Reflective Supervision.
- Engages in practice-based coaching.
- Participates in meetings to support local initiatives in the field.
- Supports the WISD vision and mission to enhance achievement for all students.
- Has some flexibility in their schedule to accommodate working families when necessary.
- Supports a team-based approach to problem solving.
- Performs such other tasks as may from time to time be assigned by the supervisor.
- Demonstrates excellent customer service.
- Maintains 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 EXPERIENCE¹:

- Infant/Toddler or Home-Based CDA required.
- Two (2) years of Home-Based experience in early childhood, social work or a related field required.
- Bachelor's degree (Early Childhood, Child Development or Social Work) preferred.
- Must attend the Parents as Teachers Foundational training to obtain certification within period set forth by the District.
- Possesses knowledge of early childhood programs and related services (i.e., health, dental/oral health, mental health, human services, etc.).
- Possesses knowledge of the Primary Service Provider model for early intervention.
- Possesses an understanding of the needs of high-risk families.
- Possesses a genuine empathy for and understanding of families and young children.
- Possesses excellent records management skills and practice.
- Possesses excellent data management and assessment skills.
- Possesses leadership ability and cultural competency to develop relationships between diverse populations and multiple agencies across the region.
- Possesses exceptional organizational, leadership and interpersonal skills.
- Possesses extensive knowledge of child development birth-three.
- Possesses experience in mentoring or coaching parents in the home setting.

¹ The WISD Board may approve such alternatives to the above qualifications as it deems appropriate and acceptable.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must have access to reliable transportation and a valid driver's license.

SUPERVISORY RESPONSIBILITIES:

- N/A

LANGUAGE SKILLS:

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

TECHNICAL SKILLS:

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

MATHEMATICAL SKILLS:

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

REASONING ABILITY:

- Demonstrates a high proficiency in subject areas of: problem solving, organizational dynamics and emotional intelligence.
- Demonstrates ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Demonstrates ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.
- Exhibits a high level of professionalism with the ability to handle confidential information, use good judgment, plan and handle complex projects and maintain a flexible attitude.
- Demonstrates ability to define problems, collect data, establish facts and draw valid conclusions.

INTERPERSONAL SKILLS:

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

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to

successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to stand, walk, sit, talk, see and hear. The employee is occasionally required to stoop, kneel, crouch, crawl and reach with hands and arms. The employee is continuously repeating the same hand, arm or finger motion many times.

The employee must occasionally lift and/or move up to 35 pounds such as books and training materials. Specific vision abilities required by this job include close vision, distant vision, and the ability to adjust focus.

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

ENVIRONMENTAL ADAPTABILITY:

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

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

FUNCTIONS OF POSITION DESCRIPTION:

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

This position description is not a contract for employment.

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

TERMS:

Contract, salary and other employment conditions to be established by the Board of Education as reflected in the current Non-Affiliated and Early Childhood Staff Manual. Starting salary range (dependent upon experience) from \$29,313.60 - \$36,033.60.

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:	Coordinator of Career Technical Education
FTE:	100
# of Workdays/Year:	210
Salary:	Non-Affiliated, Grade 10, Step (based on experience).
Worksite:	Teaching & Learning Center
Bargaining Unit:	Non-Affiliated
Department:	Instruction

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
JOB DESCRIPTION**

Job Title: Coordinator of Career Technical Education
Department: Career Technical Education
Calendar: 210-Day/Annual
Reports To: Director of Career Technical Education
FLSA Status: Non-Exempt
Prepared By: Ryan Rowe, Ph.D.
Director of Career Technical Education
Prepared Date:
Approved By: Cassandra Harmon-Higgins, Esq.
Executive Director, Human Resources and Legal Services
Approved Date:

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 Coordinator of CTE, will assist efforts to increase equity and access to state-approved CTE programs throughout Washtenaw County. The Coordinator will work with faculty, staff, and administration to establish PreK through 12th grade experiential and applied learning opportunities leading to state-approved CTE programs and aligned with post-secondary pathways. The Coordinator will facilitate experiences empowering students to gain valuable insight and knowledge of career possibilities to enhance their academic and career development. The Coordinator will work closely with students, faculty, employers, and community partners to develop and maintain meaningful and impactful learning experiences that enhance academic and professional growth. This role provides leadership, professional development, consulting, and technical assistance to the local school districts. In this position, you will assist local district staff and students with connecting their experiential and applied learning, including CTE, to business/ industry and post-secondary pathways in a meaningful way to help prepare all students for their respective career.

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.
- Develop, implement, and evaluate instructional support services and youth programming that advances student achievement across the ISD and local district programs
- Ensure programs align with state standards and objectives.
- Monitor program effectiveness and make data-driven adjustments as needed.
- Oversee the development of curriculum and instructional materials for youth programs
- Program Development and Management:
 - Design, implement, and evaluate experiential learning programs, including CTE, that align with career development goals.
 - Develop and maintain partnerships with local businesses, organizations, community groups, and post-secondary partners to create and sustain career pathways and programs, including work-based learning opportunities.

- Ensure that all experiential learning programs are aligned with K-12 Michigan state standards and best practices in the field.
- **Teacher Professional Learning and Support**
 - Provide professional development for teachers on how to link CTE experiences to classroom instruction in and outside of the classroom.
 - Work with teachers to identify and coordinate available experiential learning opportunities, including internships, research projects, and service-learning programs with the Michigan Career Development Model.
 - Provide leadership and support to local districts, educators, and families in K-12 career readiness
- **Faculty and Partner Collaboration:**
 - Collaborate with faculty to integrate experiential learning into academic programs and courses.
 - Serve as a liaison between the educational service agency, students, and external partners to ensure successful programs, placements, and experiences.
 - Organize workshops, training sessions, and events to prepare students and partners for participation in experiential learning programs.
- **Assessment and Reporting:**
 - Monitor and assess the effectiveness of experiential learning programs through feedback, evaluations, and data collection.
 - Prepare reports on program outcomes, student progress, and partnership developments for institutional review and improvement.
 - Utilize data to make recommendations for program enhancement and to highlight success stories.
- **Marketing and Outreach:**
 - Promote experiential learning opportunities to students, faculty, and external partners through presentations, marketing materials, and online platforms.
 - Maintain an up-to-date database of experiential learning opportunities, student placements, and partner organizations.
 - Represent the institution at events, conferences, and meetings to network and develop new partnerships.
- **Other duties as assigned.**

QUALIFICATIONS:

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

- **Leadership:** Ability to lead initiatives, manage programs, and guide students and partners towards achieving experiential learning goals.
- **Collaboration:** Strong ability to work with faculty, students, and external partners to create effective learning experiences.
- **Adaptability:** Flexibility to adapt to changing needs and environments, and to develop innovative solutions to challenges.
- **Detail-oriented:** Attention to detail in managing program logistics, maintaining accurate records, and ensuring compliance.
- **Communication:** Effective verbal and written communication skills, with the ability to present information clearly and persuasively.

EDUCATION and/or EXPERIENCE:

- Bachelor's degree in Education (Master's degree preferred).
- Michigan Department of Education Vocational (CTE) teacher certification (preferred)
- Experience working in K-12 environments
- Experience in program coordination, career services, or a related field.

- Strong organizational and project management skills, with the ability to manage multiple tasks and priorities.
- Excellent interpersonal and communication skills, with the ability to build and maintain relationships with diverse stakeholders.
- Knowledge of experiential learning practices, career development, and employer relations.

LANGUAGE SKILLS:

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

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.
- Proficiency in using technology and software for program management, data collection, and communication.

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

ENVIRONMENTAL ADAPTABILITY:

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

The noise level in the work environment is quiet to loud depending upon the activity in the particular part of the day. The employee 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.

May require occasional travel to meet with partners or attend events. Some evenings or weekend hours may be required for events or student support.

FUNCTIONS OF POSITION DESCRIPTION:

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

This position description is not a contract for employment.

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

TERMS:

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

New Position Recommendation

Position Title:	Coordinator of Experiential Learning
FTE:	100
# of Workdays/Year:	210
Salary:	Per Non-Affiliated Manual, Grade 10, Step (based on experience)
Worksite:	Teaching & Learning Center
Bargaining Unit:	Non-Affiliated
Department:	Instruction

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
JOB DESCRIPTION**

Job Title: Coordinator of Experiential Learning
Department: Achievement Initiatives
Calendar: 210-Day/Annual
Reports To: Supervisor of Instructional Supports, Achievement Initiatives
FLSA Status: Non-Exempt
Prepared By: Jennifer Banks, Ph.D.
Director of Instruction
Prepared Date: September 13, 2024
Approved By: Cassandra Harmon-Higgins, Esq.
Executive Director, Human Resources and Legal Services
Approved Date: September 30, 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:

Coordinator of Experiential Learning will help to ensure that students gain valuable hands-on experience that enhances their academic and career development. The Coordinator of Experiential Learning will be responsible for planning, implementing, and overseeing experiential learning opportunities, including internships, co-op programs, service learning, and other hands-on educational experiences. The coordinator will work closely with students, faculty, employers, and community partners to develop and maintain meaningful and impactful learning experiences that enhance academic and professional growth

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.
- Develop, implement, and evaluate instructional support services and youth programming that advances student achievement across the ISD and local district programs
- Ensure programs align with state standards and objectives.
- Monitor program effectiveness and make data-driven adjustments as needed.
- Oversee the development of curriculum and instructional materials for youth programs.
- Program Development and Management:
 - Design, implement, and evaluate experiential learning programs that align with institutional goals and academic curricula.
 - Develop and maintain partnerships with local businesses, organizations, and community groups to create and sustain internship, co-op, and service-learning opportunities.
 - Ensure that all experiential learning programs are aligned with K-12 Michigan state standards and best practices in the field.
- Teacher Professional Learning and Support
 - Provide professional development for teachers on how to link real-life experiences to classroom instruction in and outside of the classroom.

- Work with teachers to identify and coordinate available experiential learning opportunities, including internships, research projects, and service-learning programs.
- **Faculty and Partner Collaboration:**
 - Collaborate with faculty to integrate experiential learning into academic programs and courses.
 - Serve as a liaison between the institution, students, and external partners to ensure successful placements and experiences.
 - Organize workshops, training sessions, and events to prepare students and partners for participation in experiential learning programs.
- **Assessment and Reporting:**
 - Monitor and assess the effectiveness of experiential learning programs through feedback, evaluations, and data collection.
 - Prepare reports on program outcomes, student progress, and partnership developments for institutional review and improvement.
 - Utilize data to make recommendations for program enhancement and to highlight success stories.
- **Marketing and Outreach:**
 - Promote experiential learning opportunities to students, faculty, and external partners through presentations, marketing materials, and online platforms.
 - Maintain an up-to-date database of experiential learning opportunities, student placements, and partner organizations.
 - Represent the institution at events, conferences, and meetings to network and develop new partnerships.
- **Other duties as assigned.**

QUALIFICATIONS:

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

- Knowledge of organizational development and schools as organizations/systems; school improvement processes; research to improve achievement; curriculum development, alignment, and implementation; assessment practices that result in improved instruction.
- **Leadership:** Ability to lead initiatives, manage programs, and guide students and partners towards achieving experiential learning goals.
- **Collaboration:** Strong ability to work with faculty, students, and external partners to create effective learning experiences.
- **Adaptability:** Flexibility to adapt to changing needs and environments, and to develop innovative solutions to challenges.
- **Detail-oriented:** Attention to detail in managing program logistics, maintaining accurate records, and ensuring compliance.
- **Communication:** Effective verbal and written communication skills, with the ability to present information clearly and persuasively

EDUCATION and/or EXPERIENCE:

- Bachelor's degree in Education or Social Work (Master's degree preferred).
- Experience working in K-12 environments
- Experience in program coordination, career services, or a related field.
- Strong organizational and project management skills, with the ability to manage multiple tasks and priorities.
- Excellent interpersonal and communication skills, with the ability to build and maintain relationships with

diverse stakeholders.

- Knowledge of experiential learning practices, career development, and employer relations.

LANGUAGE SKILLS:

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

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.
- Proficiency in using technology and software for program management, data collection, and communication.

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:

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TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: October 15, 2024

RE: Retirement Notification

Attached please find Jeanne Brakhage's retirement letter, effective September 1, 2024. Jeanne has been employed with the WISD since April 25, 2000, as a part-time Family Support Worker in our Special Education Department.

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

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

Nicole Hubler

From: Cherie Vannatter
Sent: Friday, August 23, 2024 11:24 AM
To: Nicole Hubler
Cc: Cassandra Harmon-Higgins
Subject: Fw: Resending: Jeanne Brakhage WISD employment

Jeanne Brakhage is retiring.

Cherie

Cherie Vannatter
Deputy Superintendent

Washtenaw Intermediate School District
1819 South Wagner Rd.
PO Box 1406
Ann Arbor, Michigan 48106-1406
Telephone: (734)994-8100 ext.1543
HR Fax: (734)994-1629

From: Jeanne Brakhage <jbrakhag@washtenawisd.org>
Sent: Friday, August 23, 2024 11:18 AM
To: Cherie Vannatter <cvannatter@washtenawisd.org>
Cc: Nancy Blair <nblair@washtenawisd.org>; Andrea Bennink <andreabenninkpacrep@gmail.com>
Subject: Resending: Jeanne Brakhage WISD employment

Hi Cherie,

I'm resending the email below since I didn't hear back. It's a busy time of the year! I am cc'ing Nancy and Andrea so that they're aware also. Please let me know if I need to do anything further or if you all have any questions.

Thank you all for all your hard work in supporting families!
Jeanne

Jeanne Brakhage
Parent Consultant
Washtenaw Intermediate School District-
Family Support Services, and
Michigan Alliance for Families-
Statewide Information & Referrals
1819 South Wagner Road
Ann Arbor, MI 48103
800-552-4821
734-994-8100, x1514
jbrakhag@washtenawisd.org

www.washtenawisd.org and
www.michiganallianceforfamilies.org

From: Jeanne Brakhage <jbrakhag@washtenawisd.org>
Sent: Wednesday, August 7, 2024 10:41 AM
To: Cherie Vannatter <cvannatter@washtenawisd.org>
Subject: Jeanne Brakhage WISD employment

Hi Cherie,

I am writing to let you know that after all these years and as I ease into retirement, I made the difficult decision to resign my position as the Parent Consultant/Liaison with the Washtenaw Intermediate School District (WISD) and supporting the Parent Advisory Committee (PAC) effective September 1, 2024. It's been a great pleasure working with you, all the WISD staff and the PAC.

The PAC is in excellent hands with Andrea Bennink's leadership as the Chair and the current Representatives. This includes all the wonderful support that you, Naomi Norman, Deborah Hester-Washington, and Nancy Blair provide as well as other WISD and school district staff. As a reminder, Amy Sanderson, Parent Mentor with Michigan Alliance for Families is available to provide support to the PAC and districts too [About Michigan Alliance for Families - Michigan Alliance for Families](#).

We will need to discuss and decide the future of the PAC's Washtenaw County Special Education Information listserv that only I send information to under the email address familysupport@washtenawisd.org. Here's the link [Washtenaw County Special Education Information - Google Groups](#). On average I probably send notices a few times a week depending on the time of the year and what's sent to me to send out including the announcements of the PAC meetings. There are currently 413 members although several email addresses are bouncing back and maybe those members should be removed.

At this time, I am continuing my employment with the Michigan Alliance for Families and we still have an office at the WISD. Therefore, I would like to continue to have access to the building and keep my WISD email address so that I can stay connected with the WISD's activities and communications. Please let me know if that is ok and if you have any questions or concerns.

Thank you so much for all you do for the PAC and families. Thank you also for your support to myself and the Michigan Alliance for Families.

Sincerely,
Jeanne Brakhage

Jeanne Brakhage
Parent Consultant
Washtenaw Intermediate School District-
Family Support Services, and
Michigan Alliance for Families-
Statewide Information & Referrals
1819 South Wagner Road
Ann Arbor, MI 48103
800-552-4821

734-994-8100, x1514
jbrakhag@washtenawisd.org
www.washtenawisd.org and
www.michiganallianceforfamilies.org

TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: October 15, 2024

RE: Retirement Notification

Attached please find Donald “Scott” Heister’s retirement letter, effective June 30, 2025. Scott has been employed with the WISD since October 1, 2018, as the MiSTEM Director.

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

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

WISD HR,

I am officially submitting my letter of intent to retire, June 30, 2025. It is my intent that the first day of retirement will be July 1, 2025. I have verbally notified Dr. Jennifer Banks, my direct supervisor, Ms. Megan Schrauben the Executive Director of MiSTEM and Ms. Naomi Norman, WISD Superintendent, of my intent to retire, effective June 30, 2025.

I have also been in contact with the Michigan Office of Retirement Services and have completed preliminary forms. They have communicated that I need to complete the final submission process 3 months in advance of my retirement and am on record as having completed initial paperwork for a June 30, 2025 retirement date with start of retirement date of July 1, 2025.

I am working with Dr. Banks, Ms. Norman and Ms. Schrauben to help with the transition process so that initiatives that have been started can seamlessly move forward.

Please let me know if there are forms, and/or any details that need to be completed as June 30, 2025 approaches.

Thank you,

A handwritten signature in cursive script that reads "D. Scott Heister".

D. Scott Heister,
MiSTEM Region 2 Director



Washtenaw I S D

A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: October 3, 2024

TO: Washtenaw ISD Board of Education and Superintendent Naomi Norman

FROM: Dr. Ryan Rowe, Director of Career Technical Education

RE: Hanover Career Technical Education Contract

I recommend the WISD enter into an additional agreement with Hanover Research to add an additional project stream for the purpose of conducting a literature review, evaluation, research, data analysis and reporting. This research is pertinent to efforts focused on researching, designing, and implementing PreK through 12th grade Applied and Experiential Learning opportunities, including CTE, for all students. The amendment will allow Hanover to move forward immediately on critical, time-sensitive research for the ongoing study and design work towards increasing equitable access for all students in Washtenaw County as they engage in meaningful Applied and Experiential Learning opportunities, including CTE, throughout our community.

This agreement is for \$45,000 for the project stream, plus \$40,000 to add intensive focus group work. This will empower students, families, educators, and the community to share their lived experiences and vision for the future as experiences with Applied and Experiential Learning influence students post-secondary plans, towards college and career.

The cost of service will be paid out of the Section 12c-Consolidation Incentive Payments Grant recently awarded to the WISD.

Hanover Research

4401 Wilson Blvd, 4th Floor, Arlington VA 22203
 Phone: (202) 559-0057 Fax: (202) 204-5802

Services Agreement

Order Form Information			
Date	10/3/2024	Valid Until	10/18/2024
Quotation #	Q-09321	Prepared By	Mary Kate Taylor

Bill-to Information		Contact Information	
Customer Name	Washtenaw Intermediate School District	Contact Name and Email	Ryan Rowe rrowe@washisd.net
Billing Contact Name and Email	Ryan Rowe rrowe@washisd.net	Address	1819 South Wagner Road, PO Box 1406, Ann Arbor, MI 48106-1406 United States of America 48106-1406

Quantity	Description	Start Date	End Date	Amount
1.00	Custom Research Queue	10/16/2024	10/15/2025	\$45,000.00
1.00	Focus Group Consultation	10/16/2024	10/15/2025	\$40,000.00
If you have any questions concerning this quotation, please contact: Mary Kate Taylor mtaylor@hanoverresearch.com				\$85,000.00
Thank you for your business!				

Invoicing Schedule	
Payment Due Date	Amount
11/14/2024	\$45,000.00
11/14/2024	\$40,000.00

STANDARD TERMS & CONDITIONS:

1. This order form is made effective this day and shall remain valid until **10/18/2024** after which, if not accepted by the Client by signature below, it shall become null and void.
2. All prices are in US dollars.
3. Prices do not include taxes. Client shall be responsible for any applicable taxes. Please forward tax-exempt certificate for new Clients, as appropriate.
4. Failure to pay promptly will result in project postponement or suspension of service.
5. Client understands and agrees that there may from time to time be incidental costs not included in the Service Fee set forth above ("Additional Services"). Such Additional Services may include purchased database access, panel costs, survey incentives, translation costs, infographic development costs, postage/printing for mass mailings, etc. With prior written approval, Client agrees to pay for all such Additional Services to either Hanover or directly to such third-party vendor if requested. If Additional Services are estimated to cost exceed \$10,000, Client shall either (1) contract directly with the third-party vendor(s) for such Additional

Services, or (2) execute an additional order form stating the estimated fees and pre-pay to Hanover Research such estimated fees for the Additional Services prior to the project kick-off.

SIGNATURE:

Does Customer require a Purchase Order (PO)?

If Yes, please provide PO#:

This Order Form between The Hanover Research Council LLC (“Hanover Research”) and **Washtenaw Intermediate School District** hereby incorporates by reference the following terms and conditions (“Client Services Terms – K12”) that are available for review by Client online at: [\(http://www.hanoverresearch.com/client-services-terms-conditions-K12/\)](http://www.hanoverresearch.com/client-services-terms-conditions-K12/) (collectively with any applicable Order Forms, the “Agreement”). Client’s signature below shall be deemed its acceptance and acknowledgement of the Agreement. Each person signing this Order Form represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Order Form and the Agreement.

Please check the box below if you elect to receive your Deliverables under this Agreement via our client portal, Hanover Digital. For more information, and to register for Hanover Digital, please visit: <https://hanoverresearch.secure.force.com/customerportal/>.

Client will receive Deliverables through Hanover Digital.

Client Name	Washtenaw Intermediate School District	Hanover Research	Hanover Research Council LLC
Client Signature		Hanover Research Signature	
Date Signed		Date Signed	



DATE: October 8, 2024

TO: Washtenaw ISD Board of Education

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

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

SUBJECT: Home Visiting Expansion Grant Renewal – Contract with SOS Community Services

WISD was awarded an additional year of the Early Childhood programming grants as part of 32p and 32p4. As in previous grant cycles, the funds will support the Early Head Start Program at WISD and the Parents and Teachers Program at SOS Community Services. The attached contract is to continue to support the SOS home visiting program, from July 1, 2024-June 30, 2025. These two programs are excellent companion programs. WISD's Early Head Start program provides services to families with children 0-3 and SOS Community Services program provides service to families with children 0-5 and allows for a broader family income.

The community needs assessment conducted in spring of 2024 by professionals and parents across the county and led by the Great Start Collaborative, supports a continued need for home visiting services with a focus on the eastern side of the county. The information about families served, by each program, indicates that they continue to address these needs.

The attached contract with SOS Community Services is for 1.0 FTE Home Visitor and the additional funds needed for training, travel, and materials to support a home visiting staff person. The total contract amount with SOS Community Services is for \$49,000.

Please let me know if you have questions about this contract.



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

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

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

SECTION I – SCOPE OF SERVICES

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

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

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

SECTION II -COMPENSATION

WISD does hereby agree as follows:

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

SECTION III – OTHER CONSIDERATIONS

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

SECTION IV – INSURANCE COVERAGE

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

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

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

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

SIGNATURES

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

Agreed to on _____, 20__

Contractor (Company) DATE _____

Department Head DATE _____

Washtenaw Intermediate School District DATE _____

Washtenaw Intermediate School District DATE _____

Washtenaw Intermediate School District DATE _____



Washtenaw ISD

A REGIONAL EDUCATIONAL SERVICE AGENCY

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

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

DATE: September 24, 2024

RE: Restorative Practices Training, BFDI Training Institute

Attached is a contract with BFDI Training Institute. The contract is for 4 trainings. The first is for 2 of the Introduction to Restorative Practices & Using Circles Effectively training. The second is for 2 of the Facilitating Restorative Justice Conferences training.

Introduction to Restorative Practices & Using Circles Effectively will take place October 29-30, 2024, and February 26-27, 2025. The dates for Facilitating Restorative Justice Conferences & Using Circles Effectively are December 3-4, 2024, and March 11-12, 2025. The total of this contract which covers August 1, 2024, through June 30, 2025, is \$47,333.84.

Please contact me with any additional questions.

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

This agreement is made this 1st day of August, 2024 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and BFDI Training Institute, hereinafter referred to as Contractor.

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

SECTION I – SCOPE OF SERVICES

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

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than August 1, 2024. Once this contract is implemented, the ending date for providing services shall be June 30, 2025.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Duty 1: Contractor will provide 2 offerings of the 2-day training on Introduction to Restorative Practices and Using Circles Effectively. October 29th-30th, 2024 and February 26th-27th, 2025.

Duty 2: Contractor will provide 2 offerings of the 2-day training on Facilitating Restorative Justice Circles. December 3rd-4th, 2024 and March 11th-12th, 2025.

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

SECTION II -COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$47,333.84** including all related expenses, including travel expenses outlined in Section III.
2. The above consideration for the Contractor's services is based on the time reasonably expended by the Contractor to complete the tasks herein above described in Section I and is based on the following rates:
 - Introduction to Restorative Practices and Using Circles Effectively on October 29th-30th, 2024. - \$11,842.24.
 - Facilitating Restorative Justice Circles on December 3rd-4th, 2024 - \$11,824.67.
 - Introduction to Restorative Practices and Using Circles Effectively on February 26th-27th, 2025. - \$11,842.24
 - Facilitating Restorative Justice Circles on March 11th-12th, 2025. - \$11,824.67
3. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
4. The Contract is retained by WISD only for the purposes and to the extent set forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
5. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
6. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
7. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
8. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
9. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
10. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

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

SECTION III – OTHER CONSIDERATIONS

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

SECTION IV – INSURANCE COVERAGE

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

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

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

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

SIGNATURES

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

Agreed to on August 1, 2024,

Kendall [Signature] DATE August 22, 2024
Contractor

[Signature] DATE 9-5-24
Department Head

Washtenaw Intermediate School District DATE _____

Washtenaw Intermediate School District DATE _____

Washtenaw Intermediate School District DATE _____

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

Full Name (Last, First, Middle)

Job Title/Position/Responsibility

1. Dr. Keisha N. Allen

Presenter

2.

3.

4.

5.

6.

7.

8.

9.

10.

Use additional sheet(s) if necessary



Washtenaw I S D

A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: October 8, 2024

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Deborah Hester-Washington, Executive Director of Special Education *djh*

SUBJECT: Partnership Agreement: Michigan Rehabilitation Services

Included with this memo is the continuation of the Interagency Cash Transfer Agreement between Washtenaw Intermediate School District and Michigan Rehabilitation Services (MRS).

Since 1997, MRS and WISD have partnered to coordinate student transition services focused on employment and community connections. This program provides unique and highly individualized services, including job development and coaching to high school and young adult students with disabilities enrolled in the nine Washtenaw County school districts and WISD.

Per this agreement WISD will provide \$100,000.00 using account number 22.1122.3110.000.0000.07487.2100 and MRS will provide \$270,370.00 in federal funds for a combined total of \$370,370.00 and the contract will run from October 1, 2024, until September 30, 2025.

The Special Education administration recommends that the WISD Board of Education continue with this Partnership Agreement.

Agreement #: 312

MRS District & Site: Ann Arbor District/Ann Arbor Unit

INTERAGENCY CASH TRANSFER AGREEMENT

This Agreement is entered into between the designated State unit and the state or local public agency named below:
DESIGNATED STATE UNIT NAME: Michigan Rehabilitation Services (MRS)
STATE OR LOCAL PUBLIC AGENCY NAME: Washtenaw Intermediate School District
AGREEMENT TYPE: New: <input type="checkbox"/> Continuation: <input checked="" type="checkbox"/>
AGREEMENT BEGIN AND END DATE: October 1, 2024 – September 30, 2025
FISCAL YEAR APPROPRIATE TO THIS DOCUMENT: 2025
GRAND TOTAL OF THIS AGREEMENT: \$370,370.00
AGREEMENT TITLE: Washtenaw Intermediate School District – SpEd.

This Interagency Cash Transfer Agreement (Agreement) is created and agreed to by MRS and the state or local public agency designated above (Parties) to enhance and improve the provision of vocational rehabilitation services to individuals who meet the following MRS eligibility criteria, as set forth in 34 CFR 361.42(a)(1):

- (i) A determination by qualified personnel (employed by the designated State unit) that the applicant has a physical or mental impairment.
- (ii) A determination by qualified personnel (employed by the designated State unit) that the applicant's physical or mental impairment constitutes or results in a substantial impediment to employment for the applicant.
- (iii) A determination by a qualified vocational rehabilitation counselor employed by the designated State unit that the applicant requires vocational rehabilitation services to

prepare for, secure, retain, advance in, or regain employment that is consistent with the individual's unique strengths, resources, priorities, concerns, abilities, capabilities, interest, and informed choice.

- (iv) A presumption, in accordance with paragraph (a)(2) of this section, that the applicant can benefit in terms of an employment outcome from the provision of vocational rehabilitation services.

The provision of vocational rehabilitation services through this Agreement must be consistent with the MRS 2024-2028 State Plan, including but not limited to implementation of an Order of Selection for Services (OSS) [34 CFR 361.36(d)(1)]. The requirements specified in the MRS State Plan on file with the United States Department of Education, Rehabilitation Services Administration will apply to all funds associated with this Agreement.

Purpose of this Agreement

The purpose of this Agreement is to set forth the terms and conditions under which the above referenced state or local public agency will provide non-Federal share as an allowable source of match as referenced in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR 200.

I. Description of the Program

A. Purpose of the Program

1. Purpose Statement

Since 1997, Michigan Rehabilitation Services (MRS) and the Washtenaw Intermediate School District (WISD) have partnered to coordinate student transition services focused on employment and community connections.

This program has been developed to enhance services through a unique, highly individualized approach.

Specifically, this agreement expands services to students in 9 local school districts, WISD centralized programs and the Young Adult Program for the purposes of facilitating the transition from school to work. This is achieved through the relationship between the student, MRS and school staff. MRS will provide individualized services to students that may include evaluation, vocational counseling, vocational training, placement, and employment supports.

2. Target Population

Services will not be extended to or include non-MRS customers. Transition youth (enrolled in secondary education) who have a disability and are enrolled in Washtenaw County school and who are served under an IEP or Section 504.

3. Target Geographic Area
Washtenaw County

4. Outcome Goals

The expected outcome under this agreement includes at least 24 students achieving a successful exit employed closure. Twelve students will complete work-based learning experiences (WBLE) with a community employer.

B. Scope of Vocational Rehabilitation Services to be Provided Under the Program

1. Description of Services

MRS may provide, arrange, or purchase vocational rehabilitation services necessary for determining eligibility, priority for service, and vocational rehabilitation needs.

MRS may provide, arrange or purchase those vocational rehabilitation services related to an Individualized Plan for Employment necessary to assist the individual in preparing for, securing, retaining, or regaining an employment outcome in an integrated setting that is consistent with the individual's strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

MRS may provide or arrange for the provision of Pre-employment Transition Services in collaboration with the local educational agencies for all students with disabilities or potentially Eligible students. Activities include: Job Exploration Counseling, Work-based Learning Experiences (WBLE), Counseling on opportunities for Post-secondary Educational programs, Workplace Readiness Training, and Instruction in Self-advocacy.

Additionally, the Parties have identified the following VR service(s) as integral to achieving the program outcome goals: Work-based learning experiences within the community

C. Role of Each Participating Agency in the Provision of Services

1. Role of MRS

Shanti Bailey, District Manager, will serve as the primary administrative contact for MRS.

To achieve the outcome goals for this program:

- a. MRS staff will be responsible for the following:
Providing vocational rehabilitation services to eligible individuals as required to meet the employment goal identified in the Individualized Plan

for Employment (IPE). These services include; arrange for or conduct assessments related to eligibility determination; plan for a seamless transition to post school employment outcomes; provide vocational counseling to establish an appropriate employment goal; coordinate the IPE with the Individualized Education Program or Section 504 plan; identify individualized rehabilitation services necessary to achieve the employment goal; complete an IEP before the student exits school; provide expertise related to workplace accommodations.

- b. Applicable workflow processes include:
MRS staff will engage with special education staff in local school districts and WISD centralized programs to identify students appropriate for MRS services.
- c. Training is not anticipated
 Training will be provided in the following area(s): Insert

2. Role of state or local public agency

Deborah Hester-Washington, Executive Director of Special Education, will serve as the primary administrative contact for the state or local public agency.

To achieve the outcome goals for this program:

- a. State or local public agency staff will be responsible for the following:
Transition services required under IDEA and Michigan rules to students with disabilities. These services may be provided in general, vocational/technical, and/or special education. These services typically include Career exploration and preparation for post-school activities, vocational/career technical training, a course of study that is aligned with the student's post-school goals, school or community-based work experiences, special transportation services, and assistive technology and support services.
- b. Applicable workflow processes include:
Identification of students appropriate for referral to MRS.
- c. Training is not anticipated
 Training will be provided in the following area(s): Insert

D. Quality Assurance Activities

1. Data Sharing & Reporting Plan

At a minimum, the Parties have agreed to exchange the following data set(s):
MRS will provide quarterly reports from the AWARE case management system including the Summary of Program Data by Fund Source and Cash Match Spending Report – Summary.

The primary administrative contacts or their designees will complete this activity
 Monthly Quarterly Biannually Other, please explain: Insert

2. Progress Monitoring

The primary administrative contacts or their designees agree to meet
 Monthly Quarterly Biannually Other, please explain: As Needed to review progress toward outcome goals, resolve issues, and ensure the continuity of all Agreement components.

Progress measures are identified in sections I(A)(4) and/or I(D)(1).

3. Program Evaluation

At a minimum, the Parties agree to an annual review of the programs overall impact and outcomes. The primary administrative contacts will complete this activity.

Program evaluation success indicators and measures are identified in sections I(A)(4) and/or I(D)(1). The Parties have agreed to the following additional success indicators:

Applications	60
WBLEs	20
Eligibilities	48
IPE	32
Rehabilitation	24

E. Share of Cost to be Assumed by Each Agency

Agency	Share Type	Share %	Amount
State or Local Public Agency	Non-Federal	27	\$ 100,000.00
MRS	Federal	73	\$ 270,370.00
Agreement Grand Total	Combined	100	\$ 370,370.00

II. Funding Qualifications

Non-Federal share provided under this Agreement will not originate from any other Federal grant or count towards satisfying a matching or cost sharing requirement of another Federal grant agreement, contract, or any other award of Federal funds. Program income generated or earned as a result of this Agreement cannot count toward satisfying a Federal match or cost sharing requirement.

Program expenditures under this Agreement will be under the control of MRS. All services provided under this Agreement are only available to MRS applicants and eligible individuals.

The entire non-Federal share will be obligated first during the fiscal year in which this Agreement pertains. Any funds remaining after the date identified below may be redirected to the statewide MRS general fund and spent at the discretion of MRS.

Date after which funds may be redirected: July 1, 2025

In the event Federal share is unavailable or unsecured, this Agreement would be deemed null and void.

III. Payment Terms and Conditions

A. Terms of Payment

The state or local public agency agrees to make payment of the non-Federal share based on the schedule below.

This Agreement increases or expands the scope of VR services available to individuals with disabilities. A waiver has been granted by the Rehabilitation Services Administration authorizing this Agreement. Failure to meet non-Federal share obligations by the state or local public agency may result in termination of this Agreement and all associated services.

B. Payment Schedule

Single Payment Schedule

Amount	Payment Due On or Before
\$ 100,000.00	December 31, 2024

IV. Audits and Records

The state or local public agency agrees:

- A. To retain all financial and accounting records related to this Agreement through the term of this Agreement and for four years after the latter of termination, expiration, or final payment under this Agreement or any extension ("Audit Period"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.
- B. To assure state personnel, federal personnel, and personnel authorized by MRS shall have full access to the records during the time the state or local public agency is obligated to retain the records.
- C. At the request of MRS, to provide access to and furnish whatever information is deemed necessary by MRS in order to fully, accurately and timely assess satisfactory performance of the terms and conditions of this Agreement.

- D. At the request of MRS, to permit onsite visits by designated State of Michigan employees or agents to conduct audits or otherwise review books and records for any reason connected with the administration of this Agreement.

V. Dispute Resolution

In the event of a dispute between the Parties concerning the interpretation or implementation of this Agreement, or the provision of services funded under this Agreement, the Parties agree to attempt in good faith to informally resolve the disagreement. To initiate dispute resolution under this section, the state or local public agency shall provide MRS with a written summary of the complaint. The state or local public agency should include the following information in the letter of the complaint: name and address of the person MRS should contact regarding the complaint, identification of the specific provision of this Agreement or its attachment in dispute and all documentation in support of the position. The following summarizes the dispute resolution process:

A. Step One, Informal

The Parties will meet to discuss the nature of the dispute and to discuss appropriate solutions pertaining to this Agreement. This must occur within fifteen (15) business days, from the date of receipt of the complaint or such additional time as the Parties agree in writing.

B. Step Two, Formal

If the informal dispute resolution process is unsuccessful, the appropriate MRS District Manager, Division Director and the administrative head of the state or local public agency shall meet within fifteen (15) business days of the first meeting (or such additional time as the Parties agree in writing) to review the efforts at resolution and to continue working at resolving the dispute(s). The Parties shall use their best efforts to identify in writing all disputed issues, the respective party's proposed resolution and any agreed upon resolutions relative to the issues identified (Written Summary).

C. Step Three, Formal

If the dispute(s) cannot be resolved at Step Two, the Parties shall, within seven (7) days following the meeting in B (unless extended in writing by the Parties), above, provide the MRS Director with the Written Summary and meet with the MRS Director or his or her designee to discuss the complaint. The MRS Director or designee will provide the Parties with a final written resolution within thirty (30) days of this meeting. The action of the MRS Director or designee is final and binding on the Parties.

VI. Mutual Drafting

Both Parties contributed equally to the drafting and negotiation of this Agreement. As such, the Parties agree that, in the event of a dispute, the provisions of the Agreement shall not be strictly construed against any Party as the drafter of this Agreement.

The Parties acknowledge that they have had the opportunity to have their respective attorneys review and approve this Agreement as to its form and effect.

VII. Renegotiation or Modification

To be effective, any modifications or amendments to this Agreement must be in writing and signed by the Parties.

VIII. Cancellation

MRS or the state or local public agency, with or without cause, may cancel this Agreement upon no less than thirty (30) days written notice. If this Agreement is terminated prior to the end of the fiscal year, the unobligated non-Federal share will be returned to the state or local public agency within 30 days of the effective termination date. To terminate, the written notification must be sent by certified mail with return receipt requested to all signatories prior to August 1st of the current fiscal year.

This Agreement will end on the later of the specified termination date or 30 days after receipt of request for termination.

IX. Governing Statutes

The Parties shall comply with all applicable federal laws and regulations in carrying out the terms of this Agreement, including but not limited to the following:

- A. Title VI of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973, as amended, which, among other things, prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.
- C. Americans with Disabilities Act of 1990, which, among other things, prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services, and in telecommunications.
- D. Title IX of the Education Amendments of 1972, as amended, which, among other things, prohibits discrimination on the basis of gender in education programs and activities receiving or benefiting from federal financial assistance.
- E. The Age Discrimination Act of 1975, as amended, which, among other things, prohibits discrimination on the basis of age in program or activities receiving or benefiting from federal financial assistance.
- F. The Omnibus Budget Reconciliation Act of 1981, which, among other things, prohibits discrimination on the basis of gender or religion in programs and activities receiving or benefiting from federal financial assistance.

- G. Federal: Other applicable regulations including but not limited to OMB Circulars A-87, the Education Department of General Administrative Regulations (EDGAR), the federally approved MRS State Plan and the State Program Regulations at 34 CFR 361.
- H. Title VII of the Civil Rights Act of 1964, as amended, which, among other things, prohibits discrimination with respect to employment, compensation, and terms and conditions of employment on the basis of race, color, religion, gender, or national origin.

The Parties shall comply with all applicable state laws and rules in carrying out the terms of this Agreement, including but not limited to the following:

- A. Persons with Disabilities Civil Rights Act – Act 220 of 1976, defines the civil rights of persons with disabilities; prohibits discriminatory practices, policies, and customs in the exercise of those rights; prescribes penalties and to provide remedies.
- B. Elliot Larsen Civil Rights Act – Act 453 of 1976, defines civil rights; prohibits discriminatory practices, policies, and customs in the exercise of those rights based upon religion, race, color, national origin, age, sex, height, weight, familial status, or marital status; to preserve the confidentiality of records regarding arrest, detention, or other disposition in which a conviction does not result; to prescribe the powers and duties of the civil rights commission and the Department of Civil Rights; provides remedies and penalties; provides for fees; and to repeal certain acts and parts of acts.
- C. All other applicable state or federal laws, regulations, rules or standards that prohibit discrimination on any basis.

X. Safeguarding Information

The Parties shall not use or disclose any confidential or personally identifying information concerning applicants or recipients of services under or incidental to this Agreement for any purpose except as permitted or authorized by law (34 CFR 361.38).

XI. Standard Terms and Conditions

This Agreement contains all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the Parties as to the subject matter covered in this Agreement. If any terms or provisions of this Agreement are found illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect and the illegal or unenforceable terms or provisions shall be stricken.

Neither Party shall be responsible for the costs or obligations of the other party in carrying out the terms of this Agreement.

XII. Effective Date, Approval, and Execution

This agreement is effective on October 1, 2024.

MRS and the state or local public agency have obtained all necessary approvals to enter into this Agreement and have caused this Agreement to be signed by their respective authorized officers or representatives as set forth below:

Signature

MRS District Representative Signature

Signature

State or Local Public Agency Representative Signature

Shanti Bailey

Printed Name of Signatory (all capital letters)

Naomi Norman

Printed Name of Signatory (all capital letters)

District Manager

Title

Superintendent

Title

Insert

Date

Insert

Date

Signature

MRS Representative Signature

Printed Name of Signatory (all capital letters)

Title

Date

<p>MRS Local Address:</p> <p>MICHIGAN REHABILITATION SERVICES 3810 PACKARD RD, SUITE 170 ANN ARBOR MI 48108</p>	<p>State or Local Public Agency Name and Address:</p> <p>WASHTENAW INTERMEDIATE SCHOOL DISTRICT 1819 S WAGNER RD ANN ARBOR MI 48108</p>
<p>[Redacted]</p>	<p>Name, Title, and Phone Number of State or Local Public Agency Representative:</p> <p>DEBORAH HESTER-WASHINGTON, EXECUTIVE DIRECTOR OF SPECIAL EDUCATION 734-994-8100 EXT. 1543</p>
<p>[Redacted]</p>	<p>Federal Identification Number:</p> <p>38-1717462</p>



Washtenaw ISD

A REGIONAL EDUCATIONAL SERVICE AGENCY

DATE: October 2, 2024

TO: Naomi Norman, Superintendent and WISD Board of Education

FROM: Ryan L. Rowe, Ph.D., Career Technical Education (CTE) Director

RE: 12c Consolidation Incentive Payments Grant

We are requesting approval to accept funds from the Michigan Department of Education (MDE) in the amount of \$5,000,000 to implement services and supports outlined in the 12c Consolidation Incentive Payments Grant. The grant will cover costs October 1, 2023, through September 30, 2025.

The purpose of 12c Consolidation Incentive Payments Grant is to support the initial costs related to the consolidation or the consolidation of services identified in the feasibility study (UM Youth Policy Lab Report), the Think Tank sessions, and the WSA Retreat.

The Michigan Department of Education's 12c Consolidation Incentive Grant is an opportunity for the Washtenaw ISD and the public-school districts to address substantial inequities and lack of access to experiential and applied learning opportunities, including state-approved CTE programs. The grant will specifically address personnel, pathways, and communication efforts pertaining to experiential and applied learning opportunities for all PreK - 12th grade students.

CC: Dr. Ryan L. Rowe



STATE OF MICHIGAN
DEPARTMENT OF EDUCATION
LANSING

GRETCHEN WHITMER
GOVERNOR

MICHAEL F. RICE, Ph.D.
STATE SUPERINTENDENT

August 5, 2024

GRANT AWARD NOTIFICATION

Ms. Naomi Norman, Superintendent
Washtenaw ISD
1819 Wagner
Ann Arbor, MI 48103

Dear Superintendent Norman:

The Michigan Department of Education (MDE) is pleased to inform you that Washtenaw ISD has been approved for the Section 12c Consolidation Incentive Payments Grant for fiscal year 2023-2024, in the amount of \$5,000,000. This grant is funded under the provisions of Public Act 103 of 2023. Funding must be used to support the initial costs related to the consolidation or the consolidation of services identified in a feasibility study. The enclosed grant award notification will provide complete details regarding the grant award, including dates of fiscal obligation.

Questions regarding this grant may be directed to Scott Addison at 517-335-0449 or addisons1@michigan.gov.

Sincerely,

A handwritten signature in black ink that reads "Michael F. Rice".

Michael F. Rice, Ph.D.
State Superintendent

Enclosure


STATE BOARD OF EDUCATION

PAMELA PUGH – PRESIDENT • ELLEN COGEN LIPTON / TIFFANY D. TILLEY – CO-VICE PRESIDENTS
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MICHIGAN DEPARTMENT OF EDUCATION

608 W. Allegan P.O. Box 30008
Lansing, Michigan 48909

GRANT AWARD NOTIFICATION

<p>1 Recipient Entity Name and Address: Ms. Naomi Norman, Superintendent Ingham ISD 2630 Howell Mason, MI 48854 District/Recipient Code: 81000</p>	<p>5 Recipient Business Contact: Name: Naomi Norman Position: Superintendent Telephone: 734-994-8100 Email: nnorman@washtenawisd.org</p>									
<p>2 Award Information Grant Title: Section 12c-Consolidation Incentive Payments Fiscal Year: 2023-2024 Funding Source (check one): <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State <input type="checkbox"/> Other: _____ Subaward Type (select): Competitive Grant Number – Project Number: - Grant Code: 268</p>	<p>6 Authorized Funds:</p> <table border="0"> <thead> <tr> <th></th> <th align="right">Date:</th> <th align="right">Amount:</th> </tr> </thead> <tbody> <tr> <td>Approved Amount:</td> <td align="right">10/1/2023</td> <td align="right">\$5,000,000</td> </tr> <tr> <td colspan="3">Amendments:</td> </tr> </tbody> </table> <hr/> <p>Current Authorized Amount: \$5,000,000</p>		Date:	Amount:	Approved Amount:	10/1/2023	\$5,000,000	Amendments:		
	Date:	Amount:								
Approved Amount:	10/1/2023	\$5,000,000								
Amendments:										
<p>3 Report Due Dates: Final Expenditure Report: 6/30/2025 Final Performance Report: 6/30/2025</p>	<p>7 Expenditure Period: Beginning date: 10/1/2023 Ending date: 9/30/2024</p>									
<p>4 MDE Program Staff Contact: Name: Scott Addison MDE Office: Office of Financial Management Telephone: 517-335-0449 Email: addisons1@michigan.gov</p>	<p>8 Method of Obtaining Payment: Regular monthly State Aid payment upon approval Payment Contact: State Aid/School Finance: 517-241-2208</p>									
<p>9 Legislative Authority Pertaining to Award: Section 12c of P.A. 103 of 2023</p>										
<p>10 Authorizing Official: Michael F. Rice, Ph.D., State Superintendent</p> <p align="center"></p> <p align="right">Date: 8/19/24</p>										

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Dawn L. Stewart, Ph.D., Supervisor of Instructional Supports
Jennifer Banks, Ph.D., Director of Instruction

DATE: October 1, 2024

RE: Dr. Maisie Gholson, Reclamation Education Project, LLC Contracted Services Agreement for 2024- 2025

The administration is requesting the approval to contract with Dr. Maisie Gholson and the Reclamation Education Project, LLC for the design and development of a professional workshop focused on secondary mathematics. This initiative will also include the instruction and facilitation of a 4-hour workshop for teachers as part of the Tri-County Culturally Responsive Mathematics Institute. The total contract amount is \$165,000, and the agreement will span from October 8, 2024, to June 30, 2025. Funding for this contract will come from the Tri County Culturally Responsive Grant, with no impact on the general fund.

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

Dr. Gholson's experience and perspective will greatly benefit our teachers, particularly in enhancing culturally responsive mathematics instruction.



**WASHTENAW INTERMEDIATE SCHOOL DISTRICT
CONTRACTED SERVICES AGREEMENT**

This agreement is made this 1st day of October 2024 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Maisie Gholson – Gholson Academic Services hereinafter referred to as Contractor.

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

SECTION I - SCOPE OF SERVICES

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

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than October 8, 2024. Once this contract is implemented, the ending date for providing services shall be June 30, 2025.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Description of Services:

Duty 1: Design and development of curriculum for professional learning workshop series focused on secondary mathematics.

Duty 2: Facilitate two in-person 3-hour workshop for teachers as part of the Tri-County Culturally Responsive Mathematics Institute Learning Labs.

Date: October 23, 2024

Time: 9:00am-3:00pm

Location: University of Michigan Dearborn

Date: November 21, 2024

Time: 9:00am-3:00pm

Location: Laurel Manor

Livonia, Michigan

Duty 3: Facilitate up to four 90-minute virtual sessions with access to an e-learning platform with embedded assignments and feedback (November-May) for up to 150 participants. Virtual session dates include:

January 16, 2025

January 23, 2025

February 27, 2024

Duty 4: Facilitate four sessions during the summer institute for teachers engaged throughout the school year.

Duty 5: Online engagement with Reclamation Education Project coaches, up to once a month for up to 150 participants (November - May).

Duty 6: Design and development of embedded feedback Design and development of participant surveys integrated in with final report embedded assignments in e-learning platform, Analysis of participant surveys; Design and development of report of participant feedback and coach assessments

3. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.
4. The Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. The Contractor will be responsible for payment of the fingerprinting service.
5. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

SECTION II - COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$ 165,000.00** including all related expenses, including travel expenses outlined in Section III.
2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
3. The Contract is retained by WISD only for the purposes and to the extent set forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
4. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent

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

judgment of WISD prior to being effectuated.

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

SECTION III – OTHER CONSIDERATIONS

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

SECTION IV – INSURANCE COVERAGE

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

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

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

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

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


SIGNATURES

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

Agreed to on _____, 2024

Independent Contractor – Maisie Gholson – Gholson Academic Services

DATE _____


Jennifer Banks (Oct 8, 2024 09:34 CDT)

DATE 10/08/2024

Jennifer Banks, Ph.D., Director of Instruction, Achievement Initiatives
Washtenaw Intermediate School District

Naomi Norman, Superintendent
Washtenaw Intermediate School District

DATE _____

Diane Hockett, Board President
Washtenaw Intermediate School District

DATE _____

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Dawn L. Stewart, Ph.D., Supervisor of Instructional Supports
Jennifer Banks, Ph.D., Director of Instruction

DATE: October 1, 2024

RE: Emdin Support Services Contracted Services Agreement

The administration is requesting approval to contract with Dr. Chris Emdin and Emdin Educational Services for the development and facilitation of two in-person, three-hour professional learning sessions on Collider Classrooms, along with quarterly virtual learning lab check-ins. The total contract value is \$65,000, covering the period from October 8, 2024, to November 30, 2025. This contract will be funded by MDE's 23h Improving Teaching and Learning in Mathematics grant, and will have no impact on the general fund.

Dr. Chris Emdin is a distinguished scholar, author, and professor known for his contributions to urban education, science education, and social justice. He is the creator of the "Reality Pedagogy" framework, which helps educators create culturally relevant and engaging classrooms. His book *For White Folks Who Teach in the Hood... and the Rest of Y'all Too* has shaped important conversations around race and education. Dr. Emdin holds a Ph.D. in Urban Education with a concentration in Mathematics, Science, and Technology, along with master's degrees in Natural Sciences and Education, and bachelor's degrees in physical Anthropology, Biology, and Chemistry.

Dr. Emdin's work aligns with the EISJ policy by providing educators with strategies to create inclusive, culturally responsive classrooms that promote diversity and equity. His approach supports teachers in engaging marginalized students, helping to reduce educational disparities and foster more inclusive learning environments.



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

This agreement is made this 1st day of October, 2024 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Dr. Christopher Emdin, Emdin Support Services, LLC hereinafter referred to as Contractor.

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

SECTION I – SCOPE OF SERVICES

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

1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than October 8, 2024. Once this contract is implemented, the ending date for providing services shall be November 30, 2024.
2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

Description of Services:

Duty 1-Develop and facilitate two in-person, three-hour professional learning sessions on Collider Classrooms.

Session 1:

Date: October 23, 2024

Cost: \$27,500.00

Time: 9:00am-3:00pm

Location: University of Michigan Dearborn

Session 2:

Dates: November 21, 2024

Cost: \$27,500.00

Time: 9:00am-3:00pm

Location TBD

Duty 2 - Facilitate virtual learning session on Collider classroom.

Session 1:

Dates: October 30, 2024

Cost: \$10,000.00

Time: 4:30pm-6:00pm

Location: Virtual Learning Lab

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

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

SECTION II -COMPENSATION

WISD does hereby agree as follows:

1. The maximum consideration for the Contractor's services as described in Section I shall be **\$65,000.00** including all related expenses, including travel expenses outlined in Section III.
2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
3. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESIC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
4. The contractor has not been debarred, excluded or disqualified¹ under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
6. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.

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

7. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
9. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

SECTION III - OTHER CONSIDERATIONS

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not foreseen prior to the execution of this contract. If this occurs, WISD pre-approved travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.
2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
- ~~3. The WISD shall retain ownership interest in any of the following three (3) circumstances:~~
 - ~~i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;~~
 - ~~ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or~~
 - ~~iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.~~
4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
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The Contractor shall maintain at his/her own expense during the term of this Contract, the following insurance:

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

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

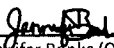
SIGNATURES

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

Agreed to on _____ 2024

Contractor (Company) - Dr. Christopher Emdin, Emdin Support Services, LLC

DATE _____


Jennifer Banks (Oct 8, 2024 07:45 CDT)

DATE 10/08/2024

Jennifer Banks, Ph.D., Director of Instruction, Achievement Initiatives
Washtenaw Intermediate School District

Naomi Norman, Superintendent
Washtenaw Intermediate School District

DATE _____

Diane Hockett, Board President
Washtenaw Intermediate School District

DATE _____

DATE: October 7, 2024

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Danielle Dros, Regional School Health Coordinator

SUBJECT: FY25 SNAP-Ed Funding

I am requesting the board authorize administration to accept FY25 Supplemental Nutrition Assistance Program Education (SNAP-Ed) funding from Michigan Fitness Foundation in the amount of \$360,746.00. SNAP-Ed is an evidence-based, federally funded grant program that helps people lead healthy, active lives through the provision of nutrition and physical activity lessons and through the implementation of policy, systems, and environmental (PSE) changes that increase access to fresh, nutritious food and movement resources in eligible communities.

SNAP-Ed programming has supported the Washtenaw County community for over eight years. Washtenaw County's SNAP-Ed program currently provides direct education lessons in thirteen elementary schools across Ypsilanti and Whitmore Lake and works with various community partners to provide programming and services including Peace Neighborhood Center, Argus Farm Stop, The Farm at Trinity Health, Whitmore Lake Farmers Market, Community Church of God Food Pantry, Superior Charter Township's Parks and Recreation Department, Washtenaw County Food Policy Council's Food Action Network Policy Action Team (FANPAT), and Ypsilanti Community Schools' Coordinated School Health team. The work done in Washtenaw County through SNAP-Ed funding is rooted in equity. Our program primarily works to increase access to fresh, nutritious foods in Ypsilanti, which has a Black population share that is more than double that of the county and has significantly lower access to food and physical activity than the predominantly white surrounding areas. Of the nine census tracts in Ypsilanti, 78% have no access to healthy food or are in food swamps, compared to 38% of neighboring Ann Arbor's tracts¹.

The SNAP-Ed grant funding is for one year, October 1, 2024-September 30, 2025, and will be used to pay for the following: 100% of WISD's Healthy Habits Program Assistant's salary and benefits, 100% of WISD's Healthy Habits Program Nutrition Outreach Specialist's salary and benefits, 40% of WISD's Regional School Health Coordinators salary and benefits, contracted staff time, staff travel, and program supplies.

FY 2025 Michigan Fitness Foundation SNAP-Ed Subrecipient Agreement	
Institution/Organization ("MFF") Name: Michigan Fitness Foundation Address: P.O. Box 27187 Lansing, MI 48909	Institution/Organization ("SUBRECIPIENT") Name: Washtenaw ISD Address: 1819 S Wagner Rd Ann Arbor, MI 48103 EIN No: 38-1717462
Prime Contract No. E20244636-00	Subaward No. FY25 WISD
Awarding Agency ("MDHHS") Michigan Department of Health and Human Services USDA Food Nutrition Service	ALN Title and No. Food Stamp Program 10.561
Subrecipient Period of Performance 10/1/2024 to 09/30/2025	Maximum Amount Funded \$360,746
Project Title Supplemental Nutrition Assistance Program – Education (SNAP-ED) Healthy Habits Start Now (HHSN)	

PART I

1. Period of Agreement

This Agreement will commence on **October 1, 2024** and continue through September 30, 2025. If this Agreement is not fully executed by **October 31, 2024**, unless a specific limited-time extension is negotiated, no services shall be provided, and no costs incurred until this Agreement is fully executed by both parties. This Agreement is in full force and effect for the period specified.

2. Program Budget and Agreement Amount

A. Agreement Amount

The total amount of this Agreement is **\$360,746**. MFF under the terms of this Agreement will provide funding not to exceed **\$360,746**. The source of funding provided by MFF and approved indirect rate shall be followed as described in Attachment 1 Budget Summary, of this Agreement, which is part of this Agreement through reference.

This Agreement is designated as a Subrecipient relationship (federal funding) and is not a research and development project.

B. Equipment Purchases and Title

Any Subrecipient equipment purchases supported in whole or in part through this Agreement must be listed in the supporting Equipment Inventory Schedule which should be included with Subrecipient’s final progress report. Equipment means tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Title to items having a unit acquisition cost of less than \$5,000 shall vest with Subrecipient upon acquisition. MFF reserves the right to retain or transfer the title to all items of equipment having a unit acquisition cost of \$5,000 or more, to the extent that MFF's proportionate interest in such equipment supports such retention or transfer of title.

C. Deviation Allowance

A deviation allowance modifying an established budget category by \$5,000 or 10%, whichever is greater, is permissible without prior written approval of MFF. Any modification or deviations in excess of this provision, including any adjustment to the total amount of this Agreement, must be made in writing and executed by all parties through an amendment to this Agreement before the modifications can be implemented. This deviation allowance does not authorize new categories, subcontracts, equipment items or positions not shown in Attachment 1 Budget Summary and supporting detail schedules.

3. Purpose

The focus of the program is to conduct Supplemental Nutrition Assistance Program Education (SNAP-Ed) as approved and defined in the FY2025 Michigan SNAP-Ed Plan of Work. SNAP-Ed is nutrition education; physical activity promotion; policy, systems, and environmental change efforts; and social marketing that improve the likelihood that persons eligible for SNAP will make healthy food choices within a limited budget and choose physically active lifestyles consistent with the current Dietary Guidelines for Americans and the USDA food guidance.

4. Statement of Work

Subrecipient agrees to undertake, perform and complete the services described in Attachment 2 Program Summary Details Workbook and Narrative, which is part of this Agreement.

5. Financial Requirements

The financial requirements shall be followed as described in Part II of this Agreement and Attachment 1 Budget Summary, which are part of this Agreement.

6. Performance/Progress Report Requirements

The progress reporting methods shall be followed as described in Part II and Attachment 4 Reporting Due Dates, which are part of this Agreement.

7. General Provisions

Subrecipient agrees to comply with the General Provisions outlined in Part II and Attachment 3 Contact List; Attachment 5 Invoice Signature Authorization; and Attachment 6 Personnel Expense Certification, which are part of this Agreement.

8. Notification

All Notices under this Agreement shall be in writing and shall be effective upon receipt and shall be sent using either the RMail or Adobe electronic communication platforms (which certify both sending and receipt of the Notice) to the Subrecipient or to greilly@michiganfitness.org.

9. Special Conditions

- A. This Agreement is valid upon signature by Subrecipient then approval and execution by MFF.
- B. This Agreement is conditionally approved subject to and contingent upon availability of funds.

- C. Based on the availability of funding, MFF may specify the amount of funding the Subrecipient may expend during a specific time period within the Agreement period.
- D. MFF will not assume any responsibility or liability for costs incurred by Subrecipient after October 31, 2024, if a fully executed agreement is not in place by that date, unless a specific limited- time extension is negotiated prior to the signing of this Agreement.
- E. Subrecipient agrees to receive payments by electronic funds transfer (EFT).

10. Special Certification

The individual or officer signing this Agreement certifies by his or her signature that he or she is authorized to sign this Agreement on behalf of the responsible governing board, official or Subrecipient.

11. Signature Section

For Subrecipient

Signature	Date
Name	Title

For the Michigan Fitness Foundation

Amy Ghannam, President & CEO	Date

**PART II
GENERAL PROVISIONS**

I. RESPONSIBILITIES - SUBRECIPIENT

Subrecipient, in accordance with the general purposes and objectives of this Agreement, shall:

A. Publication Rights

1. Copyright materials only when Subrecipient exclusively develops books, films, or other such copyrightable materials through activities supported by this Agreement. The copyrighted materials cannot include service recipient information or personal identification data. Subrecipient grants MFF, MDHHS, and USDA a royalty-free, non-exclusive and irrevocable license to reproduce, publish and use such materials copyrighted by Subrecipient and authorizes others to reproduce and use such materials.
2. Obtain prior written authorization from MFF for any materials copyrighted by Subrecipient or modifications bearing acknowledgment of MFF’s and MDHHS’s name prior to

reproduction and use of such materials. MFF or MDHHS may modify the material copyrighted by Subrecipient and may combine it with other copyrightable intellectual property to form a derivative work. MFF and MDHHS will own and hold all copyright and other intellectual property rights in any such derivative work, excluding any rights or interest granted in this Agreement to Subrecipient. If Subrecipient ceases to conduct business for any reason or ceases to support the copyrightable materials developed under this Agreement, MFF and MDHHS have the right to convert its licenses into transferable licenses to the extent consistent with any applicable obligations Subrecipient has.

3. Obtain prior written authorization from MFF, at least 42 days in advance, and give recognition to MFF and MDHHS in any and all publications, papers and presentations arising from the Agreement activities.
4. Notify MFF 60 days before applying to register a copyright with the U.S. Copyright Office. Subrecipient must submit an annual report for all copyrighted materials developed by Subrecipient through activities supported by this Agreement and must submit a final invention statement and certification within 90 days of the end of the agreement period.
5. Not make any media releases related to this Agreement, without prior written authorization from MFF.

B. Fees

Guarantee that any claims made to MFF under this Agreement shall not be financed by any sources other than MFF under the terms of this Agreement. Subrecipient agrees to submit the scope of work in the areas of nutrition and physical activity that may overlap with the work outlined in and for the period of this Agreement. Subrecipient agrees to submit to MFF within 30 days of receipt for current and pending projects, written documentation of: 1) the funding source(s), 2) funding amount, and 3) brief description that includes anticipated scope of work activities, staff time and effort, noting any impacts on SNAP-Ed time and effort, and evaluation tools. Subrecipient also shall keep Current and Pending forms for key staff up to date at all times. All documents cited here (#1-#3) and related to overlapping work must be included in the grant records. If the duplicative funding impacts SNAP-Ed programming, an amendment to adjust programming and budget may be submitted prior to May 1, 2025.

C. Grant Program Operation

Provide the necessary administrative, professional, and technical staff for operation of the grant program. Obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of this Agreement.

Use an accounting system that can identify and account for the funds received from each separate grant, regardless of funding source, and assure that grant funds are not comingled.

D. Reporting

Utilize all report forms and reporting formats required by MFF.

E. Record Maintenance/Retention

Maintain adequate program and fiscal records and files, including source documentation, to support program activities and all expenditures made under the terms of this Agreement, as required. Assure that all terms of this Agreement will be appropriately adhered to and that records and detailed documentation for the grant project or grant program identified in this

Agreement will be maintained for a period of not less than seven (7) years from the date of termination, the date of submission of the final expenditure report or until litigation and audit findings have been resolved. This section applies to Subrecipient, any parent, affiliate, or subsidiary organization of Subrecipient, and any subcontractor that performs activities in connection with this Agreement.

F. Authorized Access

1. Permit within ten (10) calendar days of providing notification and at reasonable times, access by authorized representatives of MFF, MDHHS, Federal Grantor Agency, Inspector Generals, Comptroller General of the United States and State Auditor General, or any of their duly authorized representatives, to records, papers, files, documentation and personnel related to this Agreement, to the extent authorized by applicable state or federal law, rule or regulation.
2. Acknowledge the rights of access in this section are not limited to the required retention period. The rights of access will last as long as the records are retained.
3. Cooperate and provide reasonable assistance to authorized representatives of MFF and others when those individuals have access to Subrecipient's grant records.

G. Audits

1. Required Audit or Audit Exemption Notice

Submit to MFF a Single Audit Certification form and either a Single Audit, Financial Related Audit, or Audit Exemption Notice as described below. A Financial Related Audit is applicable to for-profit Subrecipients that are designated as subrecipients. If submitting a Single Audit or Financial Related Audit, Subrecipients must also submit a corrective action plan prepared in accordance with Title 2 Code of Federal Regulations, Section 200.511(c) for any audit findings that impact MFF funded programs, and management letter (if issued) with a corrective action plan.

a. Single Audit

Subrecipients that are a state, local government, or non-profit organization that expend \$1,000,000 or more in federal awards during Subrecipient's fiscal year, must submit a Single Audit to MFF, regardless of the amount of funding received from MFF. The Single Audit must comply with the requirements of Title 2 Code of Federal Regulations, Subpart F. The Single Audit reporting package must include all components described in Title 2 Code of Federal Regulations, Section 200.512 (c).

b. Financial Related Audit

Subrecipients that are for-profit organizations that expend \$1,000,000 or more in federal awards during Subrecipient's fiscal year must submit either a financial related audit prepared in accordance with Government Auditing Standards relating to all federal awards; or an audit that meets the requirements contained in Title 2 Code of Federal Regulations, Subpart F, if required by the federal awarding agency.

c. Audit Exemption Notice

Subrecipients exempt from the Single Audit and Financial Related Audit requirements

(a. and b. above) must submit an Audit Exemption Notice that certifies these exemptions.

2. Financial Statement Audit

Subrecipients exempt from the Single Audit and Financial Related Audit requirements (that are required to submit an Audit Exemption Notice as described above) must also submit to MFF a Financial Statement Audit prepared in accordance with generally accepted auditing standards if the audit includes disclosures that may negatively impact MFF funded programs including, but not limited to fraud, going concern uncertainties, financial statement misstatements, and violations of contract and grant provisions. If submitting a Financial Statement Audit, Subrecipients must also submit a corrective action plan for any audit findings that impact MFF funded programs.

3. Due Date and Where to Send

The required audit and any other required submissions (i.e., corrective action plan, and management letter with a corrective action plan), and/or Audit Exemption Notice must be submitted to MFF within the earlier of: i) 30 calendar days after receipt of the auditor's report(s), or ii) nine months after the end of the Grantee's fiscal year. Single Audit reports must be submitted simultaneously to MFF and to Federal Audit Clearinghouse (in accordance with Uniform Guidance 2 CFR 200.512(a)). The required submissions must be assembled in PDF files and compatible with Adobe Acrobat (read only). MFF reserves the right to request a hard copy of the audit materials if for any reason the electronic submission process is not successful.

4. Other Audits

MFF, MDHHS, or federal agencies may also conduct or arrange for "agreed upon procedures" or additional audits to meet their needs.

H. Subcontracting

Subrecipient shall not assign this Agreement or subcontract any of the core functions of this Agreement to other parties. For the avoidance of doubt, the core functions of this agreement include, but are not limited to, each and every one of the services identified in Attachment 2.

I. Notification of Modifications

Provide notification to MFF within 14 days or sooner if circumstances warrant, in writing, of any action by the Subrecipient's governing board or any other funding source that would require or result in significant modification in the provision of activities, funding, or compliance with operational procedures.

J. Software Compliance

Ensure software compliance and compatibility with MFF's data systems for activities provided under this Agreement, including but not limited to stored data, databases, and interfaces for the production of work products and reports. All required data under this Agreement shall be provided in an accurate and timely manner without interruption, failure, or error due to the inaccuracy of Subrecipient's business operations for processing date/time data. All information systems, electronic or hard copy, that contain state or federal data must be protected from unauthorized access. State or federal data and information provided to Subrecipient or Subrecipient's agent by or on behalf of the MFF, the State of Michigan, or federal government,

and all data and information derived therefrom, is the exclusive property of the MFF, the State of Michigan, or federal government.

K. Evaluation

1. If research and/or evaluation is being conducted concurrently in the areas of nutrition and physical activity that overlaps with the work outlined in and for the period of this Agreement, as defined in Attachment 2, Subrecipient agrees to submit to MFF within 30 days of receipt for both current and pending projects, written documentation of: 1) the funding source(s), 2) funding amount, and 3) brief description of activities, staff time and effort, noting any impacts on SNAP-Ed time and effort, and outlining evaluation tools, materials, and processes, provided such information is not otherwise proprietary to the Subrecipient or a third party.
2. Implement a customized, comprehensive evaluation plan developed in collaboration with MFF Evaluation Services. Should MFF, MDHHS, or USDA determine that additional specific evaluation or reporting components are required at any point in the Agreement year, the Subrecipient shall comply with these requirements within one (1) month of being notified by MFF. Data sharing agreements must be in place and submitted whenever SNAP-Ed data is used outside of the SNAP-Ed program Agreement. Protection of human subjects is of critical importance, therefore, active Internal Review Board (IRB) protocols and approvals that include the SNAP-Ed target audience covered by this Agreement must be submitted to MFF for coordination with MFF IRBs for SNAP-Ed evaluation.
3. All data collected in support of this Agreement, including evaluation data, must be included in the grant records and submitted to MFF upon request. Evaluation data must be retained according to the general record retention requirements in this contract.

L. Mandatory Disclosures

1. Disclose to MFF in writing within 7 days, or sooner if circumstances warrant, of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "Proceeding") potentially affecting this Agreement involving Subrecipient, a subcontractor, or an officer or director of Subrecipient or subcontract, or that arises during the term of this Agreement including:
 - a) All violations of federal and state criminal law involving fraud, bribery, or gratuity violations.
 - b) A criminal Proceeding;
 - c) A parole or probation Proceeding;
 - d) A Proceeding under the Sarbanes-Oxley Act;
 - e) A civil Proceeding involving:
 - i. A claim that might reasonably be expected to adversely affect Subrecipient's viability or financial stability; or
 - ii. A governmental or public entity's claim or written allegation of fraud; or
 - iii. Any complaint filed in a legal or administrative proceeding alleging the Subrecipient or its subcontractors discriminated against its employees, subcontractors, vendors, or suppliers during the term of this Agreement; or

- f) A Proceeding involving any license that Subrecipient is required to possess in order to perform under this Agreement.
 - g) Any criminal activity that occurs between an employee, agent, or subcontractor of Subrecipient while conducting activities pursuant to this Agreement.
2. Notify MFF, at least 90 calendar days before the effective date, of a change in Subrecipient's ownership and/or executive management.

M. Statement of Work Progress Reports

1. Submit monthly program highlights to MFF no later than the fifteenth (15th) of the following month or as directed by MFF. Program highlights should include a two to three paragraph summary of the activity defined in Attachment 2 and implemented during that monthly period. Further instruction and clarification can be found in the FY2025 SNAP-Ed Programming and Operations Manual for Subrecipients and on the SNAP-Ed at MFF website.
2. Report at least quarterly in the Partner Update Portal: a) policy, systems, and environmental change (PSE) progress aligned with Subrecipient's evaluation plan and b) SNAP-Ed program information, including site locations and programming description, that will be displayed on the Map to Healthy Living website.
3. Submit a mid-year progress report, in narrative form, as directed on the SNAP-Ed at MFF website, no later than April 15, 2025.
4. Submit a final progress report, including program reach information, as directed on the SNAP-Ed at MFF website, due no later than November 3, 2025.

MI. Conflict of Interest and Code of Conduct Standards

1. Be subject to the provisions of 1968 PA 317, as amended, 1973 PA 196, as amended, and 2 CFR 200.318 (c) (1) and (2).
2. Uphold high ethical standards and be prohibited from:
 - a. Holding or acquiring an interest that would conflict with this Agreement;
 - b. Doing anything that creates an appearance of impropriety with respect to the award or performance of this Agreement;
 - c. Attempting to influence or appearing to influence any MFF or State employee by the direct or indirect offer of anything of value; or
 - d. Paying or agreeing to pay any person, other than employees and consultants working for Subrecipient, any consideration contingent upon the award of this Agreement.
3. Immediately notify MFF of any violation or potential violation of these standards. This Section applies to Subrecipient, any parent, affiliate, or subsidiary organization of Subrecipient, and any subcontractor that performs activities in connection with this Agreement.

MII. Travel Costs

Be reimbursed for travel costs (including mileage, meals, and lodging) budgeted and incurred related to services provided under this Agreement and the FY2025 SNAP-Ed Programming and

Operations Manual for Subrecipients available on the SNAP-Ed at MFF website.

Title 2 CFR 200.475 applies to all Subrecipients.

P. Federal Funding Accountability and Transparency Act (FFATA)

Complete and submit the FFATA Executive Compensation report if:

1. Subrecipient's federal revenue was 80% or more of its annual gross revenue;
2. Subrecipient's gross revenue from federal awards was \$25,000,000 or more; AND
3. The public does not have access to the information about executive officer's compensation through periodic reports filed under Section 13(a) or 15 (d) of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986.

Q. Insurance Requirements

1. Maintain a minimum of the insurances listed below and be responsible for all deductibles. All required insurance must:
 - a. Protect MFF and the State of Michigan from claims that may arise out of, are alleged to arise out of, or result from Subrecipient's or a subcontractor's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by MFF and the State; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
2. Insurance Types
 - a. Commercial General Liability Insurance: Policies must be endorsed to add "the Michigan Fitness Foundation and the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both 2010 07 04 and CG 2037 07 04. If Subrecipient will interact with children, schools, or the cognitively impaired, Subrecipient must maintain appropriate insurance coverage related to sexual abuse and molestation liability.
 - b. Workers' Compensation Insurance: Coverage according to applicable laws governing work activities. Policies must include waiver of subrogation, except where waiver is prohibited by law.
 - c. Employers Liability Insurance or Governmental Self-Insurance.
 - d. Privacy and Security Liability (Cyber Liability) Insurance: cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.
3. Require that contractors maintain the required insurances contained in this Section.
4. This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of Subrecipient from any obligations under this Agreement.
5. Each Party must promptly notify the other Party of any knowledge regarding an occurrence which the notifying Party reasonably believes may result in a claim against either Party. The

Parties must cooperate with each other regarding such claim.

R. Criminal Background Check

1. Conduct or cause to be conducted a search that reveals information substantially similar to information found on an Internet Criminal History Access Tool (ICHAT) check and a national and state sex offender registry check for each new employee, employee, contractor, contractor employee, or volunteer who, under this Agreement works directly with clients or has access to client information.
 - a. ICHAT: <http://apps.michigan.gov/ichat>
 - b. Michigan Public Sex Offender Registry: <http://www.mipsor.state.mi.us>
 - c. National Sex Offender Registry: <http://www.nsopw.gov>
2. Conduct or cause to be conducted a Central Registry (CR) check for each new employee, employee, contractor, contractor employee, or volunteer who, under this Agreement works directly with children or vulnerable adults.
 - a. Central Registry: http://www.michigan.gov/mdhhs/0,5885,7-339-73971_7119_50648_48330-180331---,00.html
3. Require each new employee, employee, contractor, contractor employee, or volunteer who, under this Agreement, works directly with clients or who has access to client information to notify Subrecipient in writing of criminal convictions (felony or misdemeanor), pending felony charges, or placement on the Central Registry as a perpetrator, at hire or within 10 days of the event after hiring.
4. Determine whether to prohibit each employee, contractor, contractor employee, or volunteer from performing work directly with clients or accessing information related to clients under this Agreement, based on the results of a positive ICHAT response or reported criminal felony conviction or perpetrator identification.
5. Determine whether to prohibit any employee, contractor, contractor employee, or volunteer from performing work directly with children and/or vulnerable adults under this Agreement, based on the results of a positive CR response or reported perpetrator.
6. Require any employee, subcontractor, subcontractor employee, or volunteer who may have access to any databases of information maintained by the federal government that contains confidential or personal information, including but not limited to federal tax information, to have a fingerprint background check performed by the Michigan State Police.

II. RESPONSIBILITIES - MFF

MFF, in accordance with the general purposes and objectives of this Agreement, will:

A. Reimbursement

Provide reimbursement in accordance with the terms and conditions of this Agreement based upon appropriate reports, records, and documentation submitted and maintained by Subrecipient.

B. Report Forms

Provide any report forms and reporting formats required by MFF, MDHHS, or USDA at least 10

days prior to their required usage to afford the Subrecipient an opportunity to review.

III. Assurances

The following assurances are hereby given to MFF:

A. Compliance with Applicable Laws

Subrecipient will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement, including the FY2025 Michigan Fitness Foundation SNAP-Ed Programming and Operations Manual for Subrecipients, the FY2025 United States Department of Agriculture (USDA) SNAP-Ed Guidance and included in the Assurances submitted in association with the grant proposal. Subrecipient will also comply with all applicable general administrative requirements, such as 2 CFR 200, covering cost principles, grant/agreement principles, and audits, in carrying out the terms of this Agreement. Subrecipient will comply with all applicable requirements in the original grant awarded to MFF. MFF may determine that Subrecipient has not complied with applicable federal or state laws, guidelines, rules, and regulations in carrying out the terms of this Agreement and may then terminate this Agreement under Part II Section V.

B. Program Requirements

1. Subrecipient agrees to follow the specific eligibility criteria outlined in the USDA 2025 SNAP-Ed Guidance. Subrecipient shall provide services targeted to current SNAP participants and eligible applicants. Eligible clients who have not applied for SNAP may participate in nutrition education programs administered at food banks; low-income schools and child care centers; Summer Food Service Program sites; Women, Infants, and Children (WIC) clinics; community centers participating in CACFP; grocery stores; and farmers markets in low-income areas; public housing sites; and other appropriate venues or as otherwise specified in the USDA 2025 SNAP-Ed Guidance or where approval is received by USDA Food and Nutrition Service. Subrecipient agrees to reach participants who are pre-established in Subrecipient's Program Summary Details Workbook and Narrative (Attachment 2) and included as such in the FY2025 Michigan SNAP-Ed Plan of Work.
2. Subrecipient shall have a system in place to account for reach numbers that includes written documentation of a strategy to reasonably ensure unduplicated reach. The written documentation must include all agencies substantiating the strategy; ensuring complementary programming by all agencies and not duplication of effort. The written documentation must be sent to MFF for approval and inclusion in grant records by December 27, 2024.

C. Anti-Lobbying Act

Subrecipient will comply with the Anti-Lobbying Act (31 USC 1352) as revised by the Lobbying Disclosure Act of 1995 (2 USC 1601 et seq), Federal Acquisition Regulations 52.203.11 and 52.203.12, and Section 503 of the Departments of Labor, Health and Human Services, and Education, and Related Agencies section of the current fiscal year Omnibus Consolidated Appropriations Act (PL 104-209). Further, Subrecipient shall require that the language of this assurance be included in the award documents of 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.

D. Non-Discrimination

1. In the performance of any contract or purchase order resulting here from, Subrecipient agrees not to discriminate against any individual or group for employment or service delivery and access, with respect to their hire, tenure, terms, conditions or privileges of employment, programs and services provided or any matter directly or indirectly related to employment, because of race, sex, religion, age, national origin, color, height, weight, marital status, gender identification or expression, sexual orientation, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. Subrecipient further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom will contain a provision requiring non-discrimination in employment, activity delivery and access, as herein specified binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (1976 PA 453, as amended, MCL 37.2101 et seq.) and the Persons with Disabilities Civil Rights Act (1976 PA 220, as amended, MCL 37.1101 et seq.), and any breach thereof may be regarded as a material breach of the contract or purchase order.
2. Subrecipient will comply with all federal statutes relating to nondiscrimination. 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 basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 USC §§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 USC §794), which prohibits discrimination on the basis of disabilities;
 - d. The Age Discrimination Act of 1975, as amended (42 USC §§6101- 6107), which prohibits discrimination on the basis of age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§523 and 527 of the Public Health Service Act of 1944 (42 USC 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - h. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and,
 - i. The requirements of any other nondiscrimination statute(s) which may apply to the application.
3. Additionally, assurance is given to MFF that proactive efforts will be made to identify and encourage the participation of minority-owned and women- owned businesses, and businesses owned by persons with disabilities in contract solicitations. Subrecipient shall include language in all contracts awarded under this Agreement: (1) prohibiting

discrimination against minority-owned and women-owned businesses and businesses owned by persons with disabilities in subcontracting; and (2) making discrimination a material breach of contract. MFF may request Subrecipient hiring and procurement policies assurances of non- discrimination.

E. Debarment and Suspension

Subrecipient will comply with Federal Regulation, 2 CFR Part 180 and certifies to the best of its knowledge and belief that it, its employees and its contractors:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;
2. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment 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, tax evasion, making false statements, receiving stolen property, or obstruction of justice;
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2; and
4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.
5. Have not committed an act of so serious or compelling a nature that it affects Subrecipient's present responsibilities.

F. Federal Requirement: Pro-Children Act

1. Subrecipient will comply with the Pro- Children Act of 1994 (PL 103-227; 20 USC 6081 et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development activities, education, or library activities to children under the age of 18, if the activities are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's activities that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's activities provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; activity providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, and Children (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. Subrecipient also assures that this language will be included in any subawards which contain provisions for children's activities.
2. Subrecipient also assures, in addition to compliance with PL 103-227, any activity or activity funded in whole or in part through this Agreement will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of

the facility under the control of Subrecipient. If activities are delivered in facilities or areas that are not under the control of Subrecipient (e.g., a mall, restaurant or private work site), the activities shall be smoke-free.

G. Hatch Act and Intergovernmental Personnel Act

Subrecipient will comply with the Hatch Political Activity Act (5 USC 1501-1508 and 7321- 7326), and the Intergovernmental Personnel Act of 1970 (PL 91-648), as amended by Title VI of the Civil Service Reform Act of 1978 (PL 95-454, 42 USC 4728-4763). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

H. Employee Whistleblower Protections

The Subrecipient will comply with 41 USC 4712 and shall insert this clause in all contracts related to the Agreement.

I. Clean Air Act and Federal Water Pollution Control Act

Subrecipient will comply with the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1388), as amended.

1. This Agreement and anyone working on this Agreement will be subject to the Clean Air Act and Federal Water Pollution Control Act and must comply with all applicable standards, orders or regulations issued pursuant to these Acts. Violations must be reported to MFF.

J. Victims of Trafficking and Violence Protection Act

Subrecipient will comply with the Victims of Trafficking and Violence Protection Act of 2000 (PL 106-386), as amended.

1. This Agreement and anyone working on this Agreement will be subject to PL 106-386 and must comply with all applicable standards, orders or regulations issued pursuant to this Act. Violations must be reported to MFF.

K. Procurement of Recovered Materials

Subrecipient will comply with section 6002 of the Solid Waste Disposal Act of 1965 (PL 89-272), as amended.

1. This Agreement and anyone working on this Agreement will be subject to section 6002 of the Solid Waste Disposal Act and must comply with all applicable standards, orders or regulations issued pursuant to this act. Violations must be reported to MFF.

L. Contracted Services

For any contracted service, activity or product, Subrecipient will ensure:

1. If this Agreement is not fully executed by October 31, 2024, unless a specific limited-time extension is negotiated, no service shall be provided, and no costs incurred until this Agreement is fully executed by both parties. An exception may be granted by MFF if Subrecipient makes a written request of MFF within 30 days of execution of this Agreement.
2. That any executed contract shall require the contractor to comply with all applicable terms and conditions of this Agreement. In the event of a conflict between this Agreement and the provisions of the contract, the provisions of this Agreement shall prevail. A conflict between

this Agreement and a contract, however, shall not be deemed to exist where the contract:

- a. contains additional non-conflicting provisions not set forth in this Agreement;
 - b. restates provisions of this Agreement to afford Subrecipient the same or substantially the same rights and privileges as MFF; or
 - c. requires the contractor to perform duties and/or services in less time than that afforded Subrecipient in this Agreement.
3. That the contract does not affect Subrecipient's accountability to MFF for the contracted activity.
 4. That any billing or request for reimbursement for contract costs is supported by a valid contract and adequate source documentation on costs and services.
 5. That Subrecipient will submit a copy of the executed contract if requested by MFF.

M. Procurement

1. Subrecipient will ensure that all purchase transactions, whether negotiated or advertised, shall be conducted openly and competitively in accordance with the principles and requirements of 2 CFR 200. Funding from this Agreement shall not be used for the purchase of foreign goods or services. Preference must be given to goods and services that are manufactured or provided by:
 - Michigan businesses, if they are competitively priced and of comparable quality
 - Michigan businesses owned and operated by veterans, if they are competitively priced and of comparable quality

Records shall be sufficient to document the significant history of all purchases and shall be maintained for a minimum of seven years after the end of the Agreement period.

2. Subrecipient shall be exclusively restricted to purchases of those services and/or commodities that are reasonable and necessary to the provision of services identified herein. Subrecipient shall make purchases, in accordance with 2 CFR Part 200 and Subrecipient's agency-wide written procurement procedures.

N. Health Insurance Portability and Accountability Act

To the extent that the Health Insurance Portability and Accountability Act (HIPAA) is applicable to Subrecipient under this Agreement, Subrecipient assures that it is in compliance with requirements of HIPAA including the following:

1. Subrecipient must not share any protected health information provided by MFF that is covered by HIPAA except as permitted or required by applicable law; or to a subcontractor as appropriate under this Agreement.
2. Subrecipient will ensure that any subcontractor will have the same obligations as Subrecipient not to share any protected health data and information from MFF that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. Subrecipient must only use the protected health data and information for the purposes of this Agreement.
4. Subrecipient must have written policies and procedures addressing the use of protected

health data and information that falls under the HIPAA requirements. The policies and procedures must meet all applicable federal and state requirements including the HIPAA regulations. These policies and procedures must include restricting access to the protected health data and information by Subrecipient's employees.

5. Subrecipient must have a policy and procedure to immediately report to MFF any suspected or confirmed unauthorized use or disclosure of protected health information that falls under the HIPAA requirements of which Subrecipient becomes aware. Subrecipient will work with MFF to mitigate the breach and will provide assurances to MFF of corrective actions to prevent further unauthorized uses or disclosures. MFF may demand specific corrective actions and assurances and Subrecipient must provide the same to MFF.
6. Failure to comply with any of these contractual requirements may result in the termination of this Agreement in accordance with Part II, Section V, Agreement Termination.
7. In accordance with HIPAA requirements, Subrecipient is liable for any claim, loss or damage relating to unauthorized use or disclosure of protected health data and information, including without limitation MFF's costs in responding to a breach, received by Subrecipient from MFF or any other source.
8. Subrecipient will enter into a business associate agreement should MFF determine such an agreement is required under HIPAA.

O. Website Incorporation

MFF is not bound by any content on Subrecipient's website or other internet communication platforms or technologies unless expressly incorporated directly into this Agreement. MFF is not bound by any end user license agreement or terms of use unless specifically incorporated in this Agreement or any other agreement signed by MFF. Subrecipient may not refer to MDHHS or MFF, or use the agencies' respective logos, on the Subrecipient's website without the prior approval through MFF.

P. Survival

The provisions of this Agreement that impose continuing obligations will survive the expiration or termination of this Agreement.

Q. Non-Disclosure of Confidential Information

1. Subrecipient agrees that it will use Confidential Information solely for the purpose of this Agreement. Subrecipient agrees to hold all Confidential information in strict confidence and not to copy, reproduce, sell, transfer or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purpose whatsoever other than the performance of this Agreement. Subrecipient must take all reasonable precautions to safeguard the Confidential Information. These precautions must be at least as great as the precautions Subrecipient takes to protect its own confidential or proprietary information. All MFF and Subrecipient communications related to the scope of this Agreement shall be considered confidential.

Meaning of Confidential Information

For this Agreement the term “Confidential Information” means all information and documentation of a part that:

- a. Has been marked “confidential” or with words of similar meaning, at the time of disclosure by such part;
- b. If disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning;
- c. Should reasonably be recognized as confidential information of the disclosing party;
- d. Is unpublished or not available to the general public; or
- e. Is designated by law as confidential.

The term “Confidential Information” does not include any information or documentation that was:

- a. Subject to disclosure under the Michigan Freedom of Information Act (FOIA);
 - b. Already in the possession of the receiving party without an obligation of confidentiality;
 - c. Developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights;
 - d. Obtained from a source other than the disclosing party without an obligation of confidentiality; or
 - e. Publicly available when received or thereafter became publicly available (other than through an unauthorized disclosure by, through or on behalf of, the receiving part).
2. Subrecipient must notify MFF within 1 business day after discovering any unauthorized use or disclosure of Confidential Information. Subrecipient will cooperate with MFF in every way possible to assist Subrecipient in regaining possession of the Confidential Information and prevent further unauthorized use or disclosure.

R. Data Privacy and Information Security

1. Audit by Subrecipient. No less than annually, Subrecipient must conduct a comprehensive audit of its data privacy and information security program and provide such audit findings to MFF.
2. Right of Audit by MFF. Without limiting any other audit rights, MFF has the right to review Subrecipient’s data privacy and information security program prior to the commencement of the Agreement’s Statement of Work and from time to time during the term of this Agreement. During the providing of the Agreement’s Statement of Work, on an ongoing basis from time to time and without notice, MFF, at its own expense, is entitled to perform, or to have performed, an on-site audit of Subrecipient’s data privacy and information security program. In lieu of an on-site audit, upon request by MFF, Subrecipient agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the MFF regarding Subrecipient’s data

privacy and information security program.

3. Audit Findings. Subrecipient must implement any required safeguards as identified by MFF or by any audit of Subrecipient's data privacy and information security program.

S. Cap on Salaries

None of the funds provided to the Subrecipient through this Agreement shall be used to pay, either through a grant or other external mechanism, the salary of an individual at a rate in excess of Executive Level II. The current rates of pay for the Executive Schedule are located on the United States Office of Personnel Management web site, <http://www.opm.gov>, by navigating to Policy -- Pay & Leave -- Salaries & Wages. The salary rate limitation does not restrict the salary that a Subrecipient may pay an individual under its employment; rather, it merely limits the portion of that salary that may be paid with funds from this Agreement.

IV. Financial Requirements

A. Reimbursement Method

As used in this Agreement, "Cost Documentation" refers to the FY2025 SNAP-Ed Budget Summary attached hereto as Attachment 1. Subrecipient will be reimbursed as follows: The Actual Cost Reimbursement Method shall be used in claiming reimbursement under this Agreement. The Cost Documentation is hereby made a part of this Agreement. Subrecipient certifies that the FY2025 SNAP-Ed Budget Summary ("Budget" or "Budget Summary") has been prepared in accordance with the Budget Completion Instructions provided by MFF. This document details the amount and purpose of expenditures for which Subrecipient shall use funds paid under this Agreement. Subrecipient is authorized to expend funds only for those resources indicated in Attachment 1 that are allowable, properly allocated, reasonable and necessary, and, as appropriate, pre-approved, as defined in the Budget Summary and outlined in the FY2025 Programming and Operations Manual for Subrecipients and utilized to deliver approved programming. Reimbursement from MFF is based on the understanding that MFF funds will be paid up to the total Subrecipient funding award as agreed to in the approved budget.

B. Financial Report Submission

Subrecipient shall submit a monthly invoice to MFF. The invoice shall indicate actual expenditures incurred broken out by category of expense in the performance of this Agreement for the period being billed and the units of service delivered. The invoice shall be submitted to MFF within fifteen (15) days from the end of the monthly billing period. Monthly invoices are due to MFF no later than the fifteenth (15th) of the following month. MFF may not make a payment to Subrecipient for billings submitted more than 90 days after the end of a billing period. Obligations incurred prior to or after the period covered by this Agreement shall be excluded from Subrecipient's Monthly Invoice.

1. Subrecipient shall submit all supporting documentation to MFF for each monthly invoice through the Partner Portal. Subrecipient shall retain all supporting documentation for this Agreement in their formal grant record.
2. If MDHHS or MFF identifies questioned costs that cannot be substantiated, MFF may, at its discretion, and after consultation with Subrecipient, require Subrecipient to submit a revised monthly invoice to reflect adjustment for disallowed costs. Submission of revised billings to MFF shall be made within a time schedule established by MFF and Subrecipient.

C. Reimbursement Mechanism

MFF shall make payments to Subrecipient after: 1) Subrecipient's monthly invoice and program highlights are reviewed and approved, and 2) MFF has subsequently been reimbursed by MDHHS. All Subrecipients must sign up to receive all MFF payments as Electronic Funds Transfers (EFT)/Direct Deposits.

D. Final Obligations and Financial Reporting Requirements

Year-end encumbrance and final invoice due dates will be determined by MDHHS. The due date for the final invoice for actual costs will be sent out by MFF to Subrecipient once MFF is notified of year-end deadlines by MDHHS. A closing statement of cumulative costs incurred and/or encumbered, must be submitted to MFF by the announced due date. Subsequently final invoice for actual costs, not to exceed encumbered costs submitted, must be submitted to MFF, by announced due date, and shall constitute Subrecipient's final financial report. In no case may any funds under this Agreement be expended after the end of the period of performance or the termination of this Agreement's term.

E. Unobligated Funds

Funds not used within the agreement period and for the explicit purpose outlined in this Agreement or the Statement of Work must be returned to MFF.

F. Indirect Costs

Subrecipient is allowed to use an approved state or federal indirect rate certified by an appropriate cognizant agency in their budget calculations and financial status reporting. If Subrecipient does not have an existing approved state or federal indirect rate, they may use a 15% de minimis rate in accordance with Title 2 Code of Federal Regulations (CFR) Part 200 to recover their indirect costs. Subrecipient must provide indirect rate documentation to MFF for review and approval before those expenses can be reimbursed. If Subrecipient is unable to obtain sufficient indirect rate documentation or receive MFF approval of the provided indirect rate documentation, Subrecipient is not permitted indirect cost reimbursement. Rather, Subrecipient may only be reimbursed for allowable direct expenses. Provisional indirect rates will appear on Attachment 1 Budget Summary.

V. Agreement Termination

MFF may cancel this Agreement without further liability or penalty to MFF for any of the following reasons:

- A. This Agreement may be terminated by either party by giving fifteen (15) days written notice to the other party stating the reasons for termination and the effective date.
- B. This Agreement may be terminated on 30 days prior written notice upon the failure of either party to carry out the terms and conditions of this Agreement, provided the alleged defaulting party is given notice of the alleged breach and fails to cure the default within the 30-day period.
- C. This Agreement may be terminated immediately if Subrecipient, or an officer or owner of Subrecipient, is convicted of or sanctioned for any activity referenced in Section Part 2 III.E. of this Agreement during the term of this Agreement or any extension thereof.
- D. Immediately if MFF determines that Subrecipient fails or has failed to meet its obligations under Part 2 Section III.

E. Immediately if Subrecipient, as determined by MFF, (i) endangers the value, integrity, or security of any facility, data, or personnel; or (ii) engages in any conduct that may expose MFF or the State of Michigan to liability.

F. Immediately by mutual agreement of both parties.

VI. Stop Work Order

MFF may suspend any or all activities under this Agreement at any time. MFF will provide Subrecipient with a written stop work order detailing the suspension. Subrecipient must comply with the stop work order upon receipt. MFF will not pay for activities, Subrecipient's incurred expenses or lost profits, or any additional compensation during a stop work period.

VII. Final Reporting Upon Termination

Should this Agreement be terminated by either party, within fifteen (15) days after the termination, Subrecipient shall provide MFF with all financial, performance and other reports required as a condition of this Agreement. MFF will make payments to Subrecipient for allowable reimbursable costs not covered by previous payments or other state or federal programs. Subrecipient shall immediately refund to MFF any funds not authorized for use and any payments or funds advanced to Subrecipient in excess of allowable reimbursable expenditures.

VIII. Severability

If any part of this Agreement is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Agreement and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Agreement will continue in full force and effect.

IX. Waiver

Failure to enforce any provision of this Agreement will not constitute a waiver to enforce any other provision of this Agreement.

X. Amendments

Any changes to this Agreement will be valid only if made in writing and executed by all parties through an amendment to this Agreement. Any change proposed by Subrecipient which would affect MFF funding of any project must be submitted in writing to MFF for approval immediately upon determining the need for such change. Subrecipient must, upon request of MFF and receipt of a proposed amendment, amend this Agreement.

XI. Liability

The Grantee assumes all liability to third parties, loss, or damage because of claims, demands, costs, or judgments arising out of activities, such as but not limited to direct activity delivery, to be carried out by the Grantee in the performance of this Agreement, under the following conditions:

- A. The liability, loss, or damage is caused by, or arises out of, the actions of or failure to act on the part of the Grantee, any of its subcontractors, anyone directly or indirectly employed by the Grantee, or anyone performing activities at the direction of the Grantee under this agreement.
- B. Nothing herein will be construed as a waiver of any governmental immunity that has been provided to the Grantee or its employees by statute or court decisions.

MFF is not liable for consequential, incidental, indirect or special damages, regardless of the nature of the action.

In the event of an incident Subrecipient must:

- A. Cooperate with MFF in investigating the occurrence, making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by MFF;
- B. In the case of unauthorized disclosure or breach of confidential information, at MFF's election, with approval and assistance from MDHHS, notify the affected individuals with compromised Personally Identifiable Information (PII) or Protected Health Information (PHI) as soon as practicable but no later than is required to comply with applicable law and provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of legally required monitoring services, for no less than 24 months following the date of notification to such individuals;
- C. Perform or take any other actions required to comply with applicable law as a result of the occurrence including pay for: any costs associated with the occurrence, any costs incurred by MFF or MDHHS in investigating and resolving the occurrence, reasonable attorney's fees associated with such investigation and resolution.

XII. State of Michigan Agreement

This Agreement must be exclusively governed by the laws and construed by the laws of Michigan, excluding Michigan's choice-of-law principle. All claims related to or arising out of this Agreement, or its breach, whether sounding in contract, tort, or otherwise, must likewise be governed exclusively by the laws of Michigan, excluding Michigan's choice-of-law principles. Any dispute as a result of this Agreement shall be resolved in the State of Michigan.

<h2 style="margin: 0;">Washtenaw Intermediate School District (WISD)</h2> <h3 style="margin: 0;">FY2025 SNAP-Ed Budget Summary</h3>

This worksheet populates automatically when data is entered on subsequent tabs.

SNAP-Ed Grant Award (ALN 10.561)			
Salary and Fringe			\$ 319,714
1	Danielle Dros		\$ 60,300
2	Krista Dixon		\$ 144,644
3	Grace Stanczak		\$ 114,770
Contracted Staff			\$ 10,038
1	TBD - Nutrition Educator		\$ 10,038
Program Expenses			\$ 21,488
1	Postage		\$ 100
2	DE Program Supplies		\$ 10,950
3	PSE Program Supplies		\$ 7,188
4	Elementary School Staff Liasons		\$ 3,250
Travel			\$ 9,506
1	Local Program Travel		\$ 8,220
2	Conference / Workshop Travel		\$ 1,286
Administrative / Space / Miscellaneous			\$ -
TOTAL DIRECT EXPENDITURES			\$ 360,746
Indirect Cost Rate			
	% of Direct Expenditures	0.00%	\$ -
TOTAL GRANT AWARD			\$ 360,746

**FY 2025 SNAP-ED PROGRAM SUMMARY NARRATIVE
SUBRECIPIENT GRANTEE
Washtenaw Intermediate School District (WISD) - Healthy Habits**

1. SMART Objectives

We will work with our assigned MFF evaluator to develop an evaluation plan and program SMART Objectives.

2. Programming Table

Programming table information is entered in our FY 2025 Program Summary Details workbook and included as part of Attachment 2.

We estimate a total reach of **19,333**.

3. Program Description

Washtenaw ISD's SNAP-Ed program works to serve the Ypsilanti, Whitmore Lake, and Ann Arbor communities through direct education interventions and PSE strategies that address the unique needs of students, families, and the broader community. Food insecurity and little access to physical activity are two specific barriers that the communities we work with face. Washtenaw ISD works to address these barriers both in school and at the community-level, so that our efforts will have wrap-around effects impacting not only students in school, but also their families and other community residents. This will ensure that people have the knowledge, skills, and the supportive environments to practice healthy behaviors. WISD is well-positioned to provide this programming given our ISD responsibility to provide support to the schools in our region; WISD has long-standing, positive relationships with the school districts in each of the communities we work with. The trusting and collaborative nature of our relationships with the school districts in the communities we work with will allow us to effectively reach students, their families, and other community residents.

- **Healthy Schools, Healthy Communities with Health Through Literacy** – each lesson will include at least one activity, one healthy food tasting, and one FitBit physical activity break. Virtual series participants will receive a recipe demonstration rather than a food tasting.
 - We will offer 122 series of 5 monthly sessions with Health Through Literacy in grades Young 5s – 5 in 10 elementary schools in Ypsilanti. 115 series will be in-person, and 7 series will be virtual. Family letters will be made available in Spanish and Arabic.
 - We will offer 11 series of 5 monthly sessions with Health Through Literacy in grades K – 5 at Whitmore Lake Elementary School. All 11 series will be in person.
 - We will offer 18 series of 5 monthly sessions with Health Through Literacy in grades K – 5 in 2 elementary schools in Ann Arbor with concentrated populations of students of color, immigrants, and refugees. All 18 series will be in-person, and we will work in partnership with the schools to make relevant cultural adaptations. Family letters will be made available in Spanish and Arabic.

- **Rec-Connect™** - Physical activity demonstrations will be conducted in-person during summer programming and supplemented with BigLittle Project tastings and Mitten Eats recipes to emphasize the importance of fueling up with healthy foods when being physically active. While tasting a variety of fruits or vegetables within a category, participants will learn about the benefits of consuming the fruit or vegetable in their body as well as ways to incorporate the fruit or vegetable into their meals. Weekly sessions will be 45 minutes - 1 hour in length.
 - We will offer 19 series of 6 weekly sessions and 6 series of 4 weekly sessions in the Ypsilanti community.
 - We will offer 1 series of 6 weekly sessions in the Whitmore Lake community.
 - We will offer 1 series of 6 weekly session in the Ann Arbor community.

- **Farmers Market Food Navigator** – We will partner with the Whitmore Lake Farmers Market to implement the Farmers Market Food Navigator program (18 sessions). Farmers Market efforts will include ongoing relationship building with Farmers Market staff, nutrition education, and community outreach to market shoppers.
 - **PSE Strategies in Farmers Markets** – To increase the effectiveness of the direct education offered at the market, SNAP-Ed will continue to partner with the Whitmore Lake Farmers Market to advance PSE changes that will make it easier for neighborhood residents to shop at the market. We anticipate supporting policy, systems, and environmental changes at the market by working on changes that both market patrons identified as a need and that the market manager feels they have capacity for. Once changes are made, SNAP-Ed will enhance the likelihood of impact and sustainability by layering on supportive components such as evidence based direct education and marketing with the goal to increase participation by low-income residents.

- **PSE Strategies** – We will apply learnings discovered in the Community PSE Exploration process to inform effective and sustainable PSE change that is rooted in community need, advanced through a collaborative approach, and aligned with SNAP-Ed goals. To work in alignment with Washtenaw Intermediate School District’s mission, we will intentionally work on school and community-level PSE efforts to address the inequity that youth and their families in our communities navigate outside of the school day. Our program will work with multi-sector collaboratives such as the Ypsilanti Peace Neighborhood Resource Hub and the Washtenaw County Food Policy Councils Food Access and Nutrition Policy Action Team to advance food access work.
 - **PSE Strategies in Schools** – SNAP-Ed will continue to serve on the Ypsilanti Community Schools’ Coordinated School Health Team to support interpreting the results from the HSAT and the WellSat and to support planning, preparing for, and adopting policy, systems, and environmental changes based on the results. Additionally, SNAP-Ed will participate in parent and community facing events to collect feedback from students and their families with respect to what PSE changes they would like to see in their schools. SNAP-Ed will bring this information to the Coordinated School Health Team and will advocate for the prioritization of PSE efforts that reflect the needs and wants of students and families. Once changes are made, SNAP-Ed will enhance the likelihood of impact and sustainability by layering on supportive components such as evidence based direct education, marketing, encouraging parent/community involvement, and staff training on continuous program and policy implementation. SNAP-Ed will support Whitmore Lake Elementary’s Wellness Team to maintain the PSE change adopted during the FY24 school year: the adoption of the physical activity break program, InPACT. SNAP-Ed will enhance the likelihood of impact and sustainability by layering on supportive components such as evidence based direct education, marketing, encouraging parent/community involvement, and staff training on continuous program and policy implementation.
 - **PSE Strategies to increase access to physical activity in communities** – SNAP-Ed will support the Superior Charter Township Parks and Recreation department to maintain the PSE changes completed during the FY24 year, renovating Fireman’s Park. SNAP-Ed will enhance the likelihood of impact and sustainability by layering on supportive components such as evidence based direct education, marketing, and encouraging parent/community involvement. We will also work with community partners to explore establishing StoryWalks™ to promote movement in local neighborhoods by youth and their families. SNAP-Ed’s role will be to ensure community voice is integrated into plans and actions and we will work to increase participation by low-income residents in any new opportunities that arise from community-based changes.
 - **PSE Strategies in Food Pantries** – We will use Leah’s Pantry Program’s Healthy Food Pantry Assessment Tool (HFPAT) to assess food pantry partners’ food distribution practices and identify opportunities for increasing access to healthy foods for pantry users. In addition to formal pantry evaluation tools, we plan to use indirect education opportunities to collect feedback from pantry users to inform policy, system, and environmental changes. Needs and wants of pantry users will be advocated for by SNAP-Ed. SNAP-Ed will enhance the likelihood of impact and sustainability by layering on supportive components such as evidence based direct education, marketing, encouraging community involvement, and staff training on continuous program and policy implementation.

- **PSE Strategies to Increase Access to Healthy Foods** - We will commit to planning for, adopting, and implementing at least one community-based PSE change that will make it easier for community members to access healthy foods in partnership with our multi-sector collaborative, the Peace Neighborhood Resource Hub in Ypsilanti workgroup. Key activities may include establishing a food pantry, a recurring community meal event, and/or establishing additional pick-up sites for low-income shoppers to more easily access community sustained agriculture (CSA) distributions.
- We will partner with Argus Farm Stop and the Farm at Trinity Health to provide indirect education through the Michigan Farm to Family: CSA (MF2FCSA) Food Navigator program from June through September 2025. We will help MF2FCSA members learn how to cook, store, and prepare the fruits and vegetables they receive in their weekly produce boxes. We will share information, recipes, tastings, and NERI to encourage healthy eating behaviors.

By working in partnership with grassroots community members, we will better ensure that our PSE changes are desired by the community and ideally, implemented by the community. Implementing community driven and led PSE changes will result in more sustainable changes because the community not only wants to see the changes succeed, they will be so involved with the changes that the work will be able to continue without SNAP-Ed's involvement. Another benefit of working with grassroots community members is that we will build more awareness and support for the work of SNAP-Ed, cultivating champions for this work along the way.

- **Indirect channels and behavioral nudges:** We will reinforce nutrition and physical activity messaging across our programming for youth and their families with community engagement activities and behavioral nudges that include family letters, healthy recipe demonstrations and/or food tastings using Mitten Eats materials, and physical activity opportunities and promotion using FitBits and Rec-Connect activity demonstrations.

4. Rationale for Programming

- **Healthy Schools, Healthy Communities.** In Washtenaw County eligible schools (Ypsilanti, Whitmore Lake, and two Ann Arbor charter schools), there is an identified need for nutrition education for elementary school students. Based on community needs assessments, students in these schools do not receive nutrition education outside of SNAP-Ed programming despite 84% of surveyed parents of K-5 students in these schools reporting that nutrition is an important education topic for their students to receive (Michigan Fitness Foundation, 2023). Healthy Schools, Healthy Communities has a history of success with our target communities. In FY23, 68% of program participants reported eating more fruit as a result of participating in the program, 38% reported eating more vegetables as a result of participating in the program, and 48% reported being more physically active as a result of participating in the program (Michigan Fitness Foundation, 2023). Healthy Schools, Healthy Communities is likely to have positive outcomes with elementary school students as demonstrated evidence indicates the following successes: Parents reported their children are eating more fruit (27%), vegetables (39%), whole-grain foods (45%), and low-fat dairy (54%). Additionally, parents reported their children are doing more physical activity (22%), more confident about doing physical activity (23%), and talking about doing more physical activity (27%). (Michigan Fitness Foundation, 2013).
- **Rec-Connect.** Conversations with community leaders and members during the Community Discovery portion of our Community PSE Exploration Process (completed in FY2022) revealed that there is a significant lack of access to physical activity opportunities in Ypsilanti. Parents in particular expressed a need for more supervised opportunities for kids to be physically active due to safety concerns at local neighborhood parks. Additionally, there is currently no public or non-profit recreational facility, such as a YMCA, operating in the city. Data from Health For All

Washtenaw (2019) shows that Whitmore Lake residents are the second least active of the entire county with 17 percent of adults living sedentary lifestyles. Community members have expressed a need for more opportunities to be physically active in safe places. Offering Rec-Connect will provide additional, safe, supervised physical activity opportunities for youth and their families in Ypsilanti and Whitmore Lake. Rec-Connect is likely to have positive outcomes with residents of all ages as demonstrated evidence indicates that organizations implementing Rec-Connect in 20 MI communities learned new information about their communities and coordinated local resources to deliver PA demonstrations to participants across the lifespan. According to educators, participants made a connection between PA and health and reported intentions to engage in PA after participating in the demonstrations (Gallington et al. (2020). Michigan Fitness Foundation Rec-Connect: Evaluation Report. Public Health Institute).

Farmers Market Food Navigator Program/PSE Strategies in Farmers Markets using Farmers Market Food Navigator Assessment. The Whitmore Lake Elementary School qualified for the 2023 Michigan Fresh Fruit and Vegetable Program because 61.14 percent of students were deemed eligible (Michigan Department of Education, 2022). Food insecurity is an issue for 8 percent of Whitmore Lake residents, and 9.5 percent of Whitmore Lake children have low access to grocery stores (Gunderson et al., 2022; Health For All Washtenaw, 2019). In a 2018 focus group conducted with Whitmore Lake residents by the Washtenaw County Health Department, residents listed fresh, affordable food at grocery stores, restaurants, and a **farmers market**, as desirable strategies to create a healthier community (Washtenaw County Health Department, 2018). The Farmers' Market Food Navigator Program would support promoting the farmers market within the community, and also help support patrons in understanding how to access and prepare the available fruits and vegetables at the market. Supporting the market with PSE efforts to increase the participation at the market with SNAP-eligible audiences, and providing education at the market about how to use SNAP benefits and how to use the available produce in recipes at home will begin to address some of the aforementioned needs of the community. The Farmers Market Food Navigator Program is likely to have positive outcomes with Whitmore Lake residents as demonstrated evidence indicates that after interacting with the Farmers Market, shoppers (n=762) reported intentions to: shop at a farmers market (70%), eat a variety of vegetables (50%), eat more vegetables (47%), buy more vegetables (45%), and eat new vegetables (38%). shoppers who interacted with the FN more than once (n=133), 29% increased vegetable consumption. Shoppers at intervention farmers markets (n=122) were statistically significantly more confident in using their food assistance benefits (p=0.04) and talking to vendors (p=0.03) than shoppers at comparison markets (n=57) (Michigan Fitness Foundation, 2020).

- **PSE Strategies in Schools using HSAT and WellSat.** In Ypsilanti and Whitmore Lake there has been an identified need for youth to have access to fruits and vegetables and physical activity during the school day because outside of school, students, their families, and other community members experience food insecurity and limited physical activity opportunities. Working to ensure the school setting is one that promotes access to healthy foods and physical activity is important for students who live in neighborhoods facing systemic barriers to these components of health. The HSAT is likely to support PSE related change efforts as demonstrated evidence indicates that: schools who used the Healthy School Assessment Tool (HSAT) made significantly more improvements in their school nutrition practices than schools that did not complete the HSAT, and student dietary changes were greater among schools completing the HSAT (Michigan Health Tools, 2013). The Wellness School Assessment Tool (WellSat) is a quantitative assessment tool to help you score and improve your local School Wellness Policy. Since 2010, this measure has been used by thousands of people across the country, representing school districts from every state.
- **PSE Strategies in Food Pantries using Healthy Food Pantry Assessment Tool (HFPAT).** In Ypsilanti, there has been an identified need for greater access to high quality, affordable produce. Based on available data, food insecurity is higher in Ypsilanti (13 percent-15 percent) compared to the rest of the county (11.6 percent) (Food Gatherers, n.d), and of the nine census tracts in Ypsilanti, 78 percent have no access to healthy food or are in food swamps (Srygley, 2021). In Ypsilanti, poverty is more than double that of the rest of the county with 30% of residents living in poverty. Additionally, only 12% of adults in Ypsilanti eat the daily recommended amounts of fruits and vegetables (Bacolor, Guzmán, & Waller, 2007). With such a high number of residents living in poverty, food pantries are a key area for SNAP-Ed programming. Because of so many barriers to accessing healthy foods in the community, it will be a goal of SNAP-Ed to work with local food pantries to not only increase SNAP-eligible audience awareness and use, but to support pantries in making healthy food accessible and easy to use for pantry users. While poverty is

not as high in Whitmore Lake (6.2%), food pantry work in the Whitmore Lake community will increase the likelihood that we are reaching the SNAP-eligible population that resides here. The Healthy Food Pantry Assessment Tool (HFPAT) will support our work with pantries in assessing their environment to inform potential PSE changes. Based on a 2020 process evaluation, pantries who have completed the Nutrition Pantry Program and a pre/post Healthy Food Pantry Assessment (HFPAT) (n=12) increased their HFPAT score by an average of 7 points, with the largest changes seen in the categories of food distributed to clients and in policies (Snap-Ed Toolkit, 2023).

- PSE Strategies to Increase Access to Healthy Food.** Ypsilanti identified a need for increased access to healthy food because low access to grocery stores and/or the predominance of food swamps impacts the ability of residents living in predominantly minority neighborhoods to practice healthy behaviors. SNAP-Ed will partner with local organizations to create additional food access opportunities including a food pantry and community sustained agriculture (CSA) pick-up sites at convenient locations to those residents using a multi-sector, collaborative and community-led approach to increase community buy-in and create sustainable change. In Ypsilanti, there has been an identified need for greater access to high quality, affordable produce. Based on available data, food insecurity is higher in Ypsilanti (13 percent-15 percent) compared to the rest of the county (11.6 percent) (Food Gatherers, n.d) and of the nine census tracts in Ypsilanti, 78 percent have no access to healthy food or are in food swamps (Srygley, 2021). Based on this information, SNAP-Ed is working with community partners, including a CSA, a local government official, a local religious organization, and a local non-profit to create additional CSA pick up sites and a food pantry in SNAP eligible communities. We are doing this work in partnership because we know that multi-sector partnerships and collaborative approaches are one effective way to build community buy-in for PSE changes and to create sustainable change (SNAP-Ed Toolkit, 2016).
- PSE Strategies to Increase Access to Physical Activity Opportunities using Promoting Active Communities (PAC).** Ypsilanti identified a need for access to park spaces with quality infrastructure in order to help ensure safe places for residents to be physically active together. The PAC was used to identify barriers to physical activity and to select parks in the greatest needs for attention. The PAC assessment pinpoints areas of strength and places for improvement related to evidence-based best practices (Michigan Fitness Foundation, 2018). Additionally, Ypsilanti also identified the need for more free to low cost physical activity programming. Partnerships between libraries and parks and rec departments can play a critical role in improving the health and quality of life of local residents through increased access to physical activity spaces and programming (Lenstra, 2020).

5. Materials

Title & Author/Source or Social Media Activity	Description	Core (C) or Supplemental (S)	Anticipated Modifications by Audience	Associated Intervention(s)
Healthy Schools, Healthy Communities (HSHC)/MFF	School based DE intervention to educate students on healthy eating and physical activity.	C	<p>Provide family letters in Spanish and Arabic at select schools with high numbers of Spanish and/or Arabic speakers</p> <p>Survey parents about what fruits and vegetables they most commonly use at home and use this information to inform tasting recipes selected</p>	N/A

			<p>Pair Black and other educators of color with schools who have predominately Black/student of color student populations</p> <p>Have alternatives movements for all FitBit activities to ensure all physical abilities can participate.</p>	
Healthy School Action Tool (HSAT)/MDE	Comprehensive tools designed to help Michigan schools and districts create a culture that supports learning by first measuring the health of school environments, and then planning and implementing improvements based on best practices.	S	N/A	PSE Strategies in Schools
WellSat	<p>School wellness policies are evaluated based on the degree to which they address 67 policy items. These items are categorized into six sections:</p> <ol style="list-style-type: none"> 1. Nutrition Education 2. Standards for USDA Child Nutrition Programs and School Meals 3. Nutrition Standards for Competitive and Other Foods and Beverages 4. Physical Education and Activity 5. Wellness Promotion and Marketing 6. Implementation, Evaluation and Communication 	S	N/A	PSE Strategies in Schools
Mitten Eats/MFF	Supplemental materials including posters, newsletters, and recipe cards to promote and support the consumption of fruits and vegetables.	S	N/A	All Programming
Rec-Connect/MFF	Community based DE intervention to educate participants on physical activity.	C	<p>Have participant handouts available in Spanish and Arabic.</p> <p>Have alternatives movements for all FitBit activities to ensure all physical abilities can participate. Have adaptive equipment available for participants who need it.</p>	N/A

Health Through Literacy/MFF	Book sets of SNAP-Ed approved books that feature messages about healthy eating and being physically active.	S	N/A	Healthy Schools Healthy Communities
BIG little Tastings/BIG little Project	Supplemental recipes for tastings to promote and support the consumption of fruits and vegetables	S	N/A	Rec-Connect
Promoting Active Communities (PAC)/MFF	Online tools that examine a community's policies, programs, and built environment to better understand barriers and solutions to active living	S	N/A	PSE Strategies to increase access to Physical Activity opportunities
Healthy Food Pantry Assessment Tool (HFPAAT)/Leah's Pantry	The Nutrition Pantry Program (NPP) is a trauma-informed PSE change intervention designed to improve the food environment and client engagement within food pantries and other charitable distribution environments. NPP provides implementers with training and resources to support pantry staff in increasing access to and utilization of healthy food by pantry clients, increasing engagement of clients and other stakeholders, and sustaining healthy changes over time.	S	N/A	PSE Strategies for Food Pantries
Farmers Market Food Navigator/MFF	DE and PSE change intervention designed to increase use of farmers markets as a place to purchase affordable produce, increase frequency of vegetables consumed by farmers market shoppers, and improve access to farmers markets through PSE initiatives.	C	N/A	N/A
Michigan Farm to Family: CSA Food Navigator Playbook / MFF	Supplemental material to provide nutrition information and resources to CSA customers when they pick up their boxes of produce.	S	N/A	PSE Strategies to Increase Access to Healthy Foods
StoryWalk® / Anne Ferguson	A nutrition and physical activity resource made of pages from a children's book posted along a path for children and families to travel and read together.	S	N/A	PSE Strategies to increase access to physical activity opportunities

<p>Digital behavioral nudges aligned with:</p> <ul style="list-style-type: none"> • Healthy Choices Catch On/MFF • Mitten Eats/MFF • MyPlate Message Toolkit/USDA • Move My Way/USDHHS 	<p>Customized messages that are locally and culturally relevant to reach target audiences and encourage healthy eating habits and regular physical activity.</p>	<p>S</p>	<p>N/A</p>	<p>All Programming</p>
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ATTACHMENT 3

FY 2025 SNAP-Ed Subrecipient Agreement Contact List for the Foundation and Grantee	
Michigan Fitness Foundation	Washtenaw ISD
<p>Authorized Official</p> <p>Name: Amy Ghannam</p> <p>Address: Michigan Fitness Foundation PO Box 27187 Lansing, MI 48909</p> <p>Telephone: (517) 908-3802 Fax: (517) 347-8145 Email: aghannam@michiganfitness.org</p>	<p>Authorized Official</p> <p>Name: Naomi Norman</p> <p>Address: Washtenaw ISD 1819 S Wagner Rd Ann Arbor, MI 48103</p> <p>Telephone: 734-994-8100 ext 1300 Fax: Email: nnorman@washtenawisd.org</p>
<p>Programming Contact</p> <p>Name: Sarah Panken</p> <p>Address: Michigan Fitness Foundation PO Box 27187 Lansing, MI 48909</p> <p>Telephone: (517) 908-3822 Email: slpanken@michiganfitness.org</p>	<p>Programming Contact</p> <p>Name: Danielle Dros, Krista Dixon</p> <p>Address: Washtenaw ISD 1819 S Wagner Rd Ann Arbor, MI 48103</p> <p>Telephone: (734)-994-8100 ext. 1261 Email: ddros@washtenawisd.org, kdixon@washisd.net</p>
<p>Financial Contact</p> <p>Name: George Reilly</p> <p>Address: Michigan Fitness Foundation PO Box 27187 Lansing, MI 48909</p> <p>Telephone: (517) 908-3808 Email: greilly@michiganfitness.org</p>	<p>Financial Contact</p> <p>Name: Sarah Hierman, Danielle Dros, Krista Dixon</p> <p>Address: Washtenaw ISD 1819 S Wagner Rd Ann Arbor, MI 48103</p> <p>Telephone: (734)-994-8100 ext. 1274, (734)-994-8100 ext. 1261 Email: schierman@washtenawisd.org, ddros@washtenawisd.org, kdixon@washisd.net</p>
<p>Administrative Contact</p> <p>Name: Marci Scott</p> <p>Address: Michigan Fitness Foundation PO Box 27187 Lansing, MI 48909</p> <p>Telephone: (517) 908-3862 Email: mscott@michiganfitness.org</p>	<p>PSE Contact</p> <p>Name: Danielle Dros, Krista Dixon</p> <p>Address: Washtenaw ISD 1819 S Wagner Rd Ann Arbor, MI 48103</p> <p>Telephone: (734)-994-8100 ext. 1261 Email: ddros@washtenawisd.org, kdixon@washisd.net</p>

FY 2025 Reporting Due Dates

ITEM	DUE DATE
Invoice – October Program Highlights – October	November 15, 2024
M2HL Update Portal Program & location updates	November 29, 2024
Invoice – November Program Highlights – November	December 16, 2024
Invoice – December Program Highlights – December	January 16, 2025
M2HL Update Portal PSE progress; program & location updates	January 16, 2025
Invoice – January Program Highlights – January	February 17, 2025
Invoice – February Program Highlights – February	March 17, 2025
Invoice – March Expanded Mid-Year Program Highlights Summative in nature, covering October 1–March 31	April 15, 2025
M2HL Update Portal PSE progress; program & location updates	April 15, 2025
Invoice – April Program Highlights – April	May 15, 2025
Invoice – May Program Highlights – May	June 16, 2025
Invoice – June Program Highlights – June	July 15, 2025
M2HL Update Portal PSE progress; program & location updates	July 15, 2025
Invoice – July Program Highlights – July	August 15, 2025
All Program Evaluations Completed and Submitted Unless programming is provided in September	August 30, 2025
Invoice – August Program Highlights – August	September 15, 2025*
Invoice – September No Program Highlights Due Information is captured in the Year-End Report	Invoice TBD*
FY 2025 Year-End Report	November 3, 2025**
Equipment Inventory	November 3, 2025**

*Date subject to change based on year-end calendar established by MDHHS and MFF. Notification of the August and September due dates will be sent closer to the reporting dates.

**Year-End reporting may consist of multiple components and the due dates for each may be staggered from mid-October into early November. Details will be provided closer to the reporting dates.

ATTACHMENT 5

FY 2025 Invoice Signature Authorization Form

Please identify two individuals from your organization who are authorized to sign the monthly Michigan Fitness Foundation SNAP-Ed Invoices sent to the Foundation on behalf of the organization contracted in FY25 SNAP-Ed Subrecipient Agreement attached hereto.

* Please note that in many cases, the people who sign monthly invoices may be different from the Authorized Organization Representative who sign contracts. These individuals can be program or finance staff authorized to sign invoices.

Name

Name

Title

Title

Organization

Organization

ATTACHMENT 6

FY 2025 SNAP-Ed Personnel Expense Certification



- A. Standards for documentation of personnel expenses as defined in OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards §200.430.
 - 1. SNAP-Ed personnel expenses must:
 - a) Be supported by a system of internal controls: accurate, allowable and allocable charges.
 - b) Be incorporated into agency’s official records.
 - c) Reflect total activity for which employee is compensated.
 - d) Encompass federally assisted and all other activity for which employee is compensated.
 - e) Comply with established accounting practices.
 - f) Support distribution of salary and wages across all activities and cost objective.
 - 2. Budget estimates do not qualify as charges but may be used for interim accounting purposes.
 - 3. Practices for constituting a full workload vary for Institutes for Higher Education (IHE), and records may reflect categories of activity expressed as a percentage distribution of total.
 - 4. When recoding salary and wages for IHE to federal awards, a precise assessment is not always feasible nor is it expected (see §200.430 for more detail).
 - 5. Charges for salaries and wages of nonexempt employees must be supported by records indicating the total number of hours worked each day.

B. Hourly Rate and Fringe Benefit Calculations
 Submit, for each person contributing time and effort to SNAP-Ed as noted in Attachment 1 Budget Summary, an Hourly Rate and Fringe Benefit Calculation form showing how their respective hourly rate and fringe benefits are calculated. Each staff member should be listed separately denoting all variables used for hourly rate and fringe benefit calculations. One document can be submitted itemizing all staff.

C. Certification
 I am a representative of my organization, qualified to certify by my signature below, that 1) my agency has the above standards for documenting personnel expenses in place, which align with the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards §200.430, and 2) any additional documentation provided to substantiate employee hourly rates and fringe benefits is accurate and aligns with our agency’s payroll records.

Sarah Hierman

Sep 18, 2024

Signature

Date

Sarah Hierman

Grants & Special Projects Coordinator

Name

Title

Washtenaw Int School District

Organization

If you have questions, please contact George Reilly, Director of Program Operations, at (517) 908-3808 or greilly@michiganfitness.org or Emma Gilbert, Operations Program Manager, at (517) 908-3884 or egilbert@michiganfitness.org.



THRUN
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SCHOOL LAW NOTES

SEPTEMBER 26, 2024

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

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**EAST LANSING
NOVI
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Thank You, Principals!

October is National Principals Month. Having worked with principals for over 75 years, we recognize the hard work, leadership, and dedication necessary to lead a school and commend you for your tireless efforts. From all of us at Thrun Law Firm, thank you!



Don't Get Schooled by Hackers

Cyber incidents in K-12 schools are on the rise. The total publicly reported cyber incidents in K-12 schools have risen significantly, affecting millions of students and school employees. Cyber incidents include data breaches, ransomware attacks, business email compromise scams, denial of service attacks, website and social media defacement, and online class and school meeting invasions.

Growing reliance on educational technology, including online maintenance of sensitive student and employee information, makes schools potentially vulnerable to hackers. School officials should implement cyber risk prevention measures, including preparing for a data breach.

Cyber Risk Prevention

In 2021, Congress enacted the K-12 Cybersecurity Act that directs the Cybersecurity and Infrastructure Security Agency (CISA) to study cybersecurity risks, evaluate challenges, and provide recommendations to K-12 schools to assist with building, operating, and maintaining efficient cybersecurity programs. Recently, CISA published a [report](#) outlining three key recommendations for K-12 schools:

(1) Invest in the most impactful security measures

Recognizing that schools have finite resources, CISA recommends schools first implement the most critical and cost-effective measures. For example, CISA recommends that schools implement multi-factor authentication to secure online accounts.

CISA also recommends that schools create a training and awareness campaign for *all* employees. Because many school employees have access to sensitive data, all employees should understand how to recognize and report suspicious cyberactivity. CISA states that "[i]nvestment in training is just as important as investment in cybersecurity capabilities, tools, and solutions." In furtherance of this goal, CISA provides free training resources.

(2) Focus on collaboration and information sharing

CISA emphasizes that it is critical for schools to report all cyber incidents to allow CISA to gather data, assist with responses, and

alert other schools. If your school experiences a cyber incident, you can report it on CISA's online [incident reporting system](#). A collaborative approach better positions Michigan schools to combat cyber incidents.

(3) Recognize and actively address resource constraints

In CISA's recent report, CISA identified several resources to assist K-12 schools with cyber risk prevention, including the [State and Local Cybersecurity Grant Program](#). This program is a reimbursable pass-through grant for state and local government organizations to provide financial assistance for cyber risk prevention measures. In Michigan, this program is administered by the Cybersecurity and Infrastructure Protection division of the Department of Technology, Management & Budget in partnership with the Michigan Cybersecurity Planning Committee.

When contracting for educational technology services, schools should insist that vendors include strong security controls at no additional cost. For example, schools should insist that vendors enable phishing-resistant multi-factor authentication for all secure accounts.

Data Breach Response

A data breach is the unauthorized access and acquisition of data that compromises security or confidentiality. If a school experiences a data breach, it should promptly assess and investigate the breach, which may include contacting legal counsel, insurance carriers, and law enforcement. Schools that purchase cyber insurance should check their insurance policy for any additional requirements.

Michigan's Identify Theft Protection Act requires school officials to notify each Michigan resident whose personal information was accessed and acquired by an unauthorized user, including encrypted data if the unauthorized user has access to the encryption key, and any other person or organization that owns or licenses data subject to a data breach affecting a Michigan resident. The notice must include:

- a general description of the data breach;
- the type of personal information accessed;
- the school's response to protect from further breaches;
- a reminder for notice recipients to remain vigilant for incidents of fraud and identity theft; and
- a telephone number where a notice recipient may receive assistance or additional information.

For Thrun Policy Service subscribers, this data breach response process is outlined in Policy 3110.

By incorporating CISA's recommendations and complying with Michigan law, school officials will put their school in the best position to prevent and respond to cyber incidents.

Summer Tax Resolution Reminder

Revised School Code Section 1613 allows a school district or ISD to direct local taxing jurisdictions to levy half or all of school taxes on July 1 by filing a summer tax resolution with the local taxing jurisdictions. If your school currently has a summer tax levy and would like it to continue in 2025, your board of education must adopt a resolution and file a copy of it with each city and township within your school's boundaries on or before December 31, 2024.

The December 31 deadline is statutory. When we receive calls from clients asking what they can do when the deadline has been missed, the unfortunate answer is "nothing." Failing to adopt and file a summer tax resolution by December 31 means that all school taxes for the subsequent year must be levied in December.

A suggested resolution form is attached to this newsletter. *Do not use the attached resolution if your school is considering the implementation of a summer tax levy for the first time or changing the percentage of the summer tax collection.*

Section 1613 states that a "[summer tax] resolution by its terms may be applicable until revoked by the board." Although this language suggests that a school board does not need to adopt and file a summer tax resolution each year, the Michigan Court of Appeals held that Section 1613 requires annual school board action to effectuate a summer tax levy. School officials should not rely on language in a summer tax resolution stating that it is effective "until specifically revoked by the Board" to bypass the required annual summer tax resolution process. Doing so jeopardizes the school's ability to levy summer taxes for the given year.

A school that did not levy a summer tax in 2024 may institute a summer tax levy for 2025. Likewise, a school that previously authorized a 50% summer tax collection and wants to increase to a 100% summer tax collection (or vice versa) may make that modification for 2025. To authorize a summer tax levy for the first time, or to modify the collection percentage, the board must adopt a different resolution at a properly noticed public meeting and file a copy of it with each city and township within your school's boundaries by December 31, 2024. To implement or modify a summer tax collection for 2025, please contact a Thrun Law

Firm finance and election attorney who will provide you with the required resolutions and forms.

The State of Michigan pays the collection costs for the State's education tax (6 mills) if no other summer property tax is collected by the tax collecting unit (other than the State education tax and county taxes). If your school has a partial or full summer tax levy and the only other summer tax collection in your jurisdiction is the State's education tax and county taxes, your school will be solely responsible for the applicable summer tax collection costs.

• • •

The Negatives of Positive Arbitrage

Only the federal government could make the terms "positive" and "rebate" have a negative connotation! Due to significant increases in rates of return on investments in recent years, schools that have invested the proceeds of tax-exempt obligations, including bonds, state aid notes, and tax anticipation notes, should be aware of the arbitrage and rebate requirements contained in the Internal Revenue Code and its regulations (collectively, the IRC).

Arbitrage

Positive arbitrage is the profit earned from buying something in one market and selling it in another. Arbitrage concerns arise when schools issue tax-exempt obligations, which are typically sold at lower interest rates versus taxable alternatives, and invest those proceeds in other investments in an otherwise taxable market to earn higher rates.

The IRC limits when and how much can be earned and retained by a borrower to prevent tax-exempt entities from borrowing more money or more frequently than their projects require. Unless an exception applies, if the investments' yield exceeds the yield limit on the tax-exempt obligation, then a school must "rebate" (*i.e.*, make payment to the IRS) for those excess arbitrage earnings. If a school fails to comply with the IRC's requirements, the tax-exempt obligation and all interest paid on that obligation could become taxable.

Can You Earn It?

The first question for arbitrage is whether the tax-exempt obligation proceeds are even allowed to be invested at a yield above the obligation's yield limit. The general rule is that an obligation's gross proceeds may not be invested at a yield "materially higher" than that obligation's yield.

There are, however, a few exceptions to this general rule, which allow "unrestricted investments."

- **Bona Fide Debt Service Fund Exception:** A borrower may invest money held in a bona fide debt service fund. The fund's primary purpose is to achieve a proper matching of revenues with the principal and interest due on the tax-exempt obligation each year, and it must be depleted each year, except for a reasonable carryover. Such a bona fide debt service fund is not subject to the IRC's yield restriction or arbitrage rebate requirements. Please see our [February 2021 edition of School Law Notes](#) for more information about bona fide debt service funds.
- **Temporary Period Exception:** Unrestricted investments are permitted for funds "reasonably expected" to be spent on capital projects within a 3-year temporary period. For example, if a school issued bonds to build an addition to a school building and construction was anticipated to take 3 years, the school could draw on the bond proceeds to pay construction costs and could invest the remaining funds in investments without any yield restriction during that period. After the 3-year period's expiration, the investments must be restricted to a yield of .125% above the bond yield.
- **Minor Portion Exception:** A borrower may also invest a "minor portion" of a bond issue's proceeds. The "minor portion" is the lesser of \$100,000 or 5% of the proceeds.

Being exempt from yield restriction is *not* the same as being exempt from the IRC's rebate rules. For example, during the 3-year temporary period, a borrower is free to select investments without regard to the .125% restriction; however, that borrower may still be required to rebate to the federal government any arbitrage earned, unless a rebate exception applies.

Can You Keep It?

If a borrower is permitted to earn arbitrage, then the next question is whether those earnings must be rebated to the federal government. The IRC's rebate requirements mandate that a borrower rebate its arbitrage earnings by making periodic payments to the federal government in amounts equal to the total arbitrage earned. Generally, any positive arbitrage earned over any 5-year period must be rebated to the federal government within 60 days after the period ends, unless an exception applies.

Fortunately, the rebate requirements also have a variety of exceptions that may apply to schools:

- **Spending Exceptions:** Generally, the IRC's rebate rules will not apply if:

- All proceeds of the tax-exempt obligation are spent within 6 months after issuance;
 - The proceeds of a tax-exempt obligation are spent at a required pace over 18 months (15% within 6 months, 60% within 1 year, and 100% within 18 months); or
 - For an issue that funds projects that include at least 75% construction costs, the proceeds are spent at a required pace over 2 years (10% within 6 months, 45% within 1 year, 75% within 18 months, and 100% within 2 years).
- **Small Issuer Exception:** An obligation is exempt from rebate if issued by a "small issuer." A school is generally considered a small issuer if it has governmental taxing powers and it reasonably expects to issue not more than \$5 million in tax-exempt obligations during a calendar year. The \$5 million limit is increased to \$15 million if the additional \$10 million is spent solely for school construction purposes.

State Aid and Tax Anticipation Note Requirements

If a school that issues operational borrowing exceeds the small issuer exception thresholds (*i.e.*, the school reasonably anticipated issuing more than \$15 million in tax-exempt obligations in the calendar year), then 6 months after issuance, the school must conduct a review to determine whether a rebate exception applies. Absent any unanticipated borrowings, most schools are identified as small or large issuers based on their reasonable expectations when issuing the note. For Thrun Law Firm clients, if your school was identified as a large issuer, the Arbitrage Certificate in your closing documents contains an "Issuer's Six Month Certificate of Cash Flow" and an explanatory memo. A similar certificate is issued in all Michigan Finance Authority (MFA) State Aid Note Pool deals. "Large issuers" participating in the MFA State Aid Note Pool are required to submit this information to the MFA by March 20, 2025 for MFA notes issued on August 20, 2024.

The process starts with preparing a cash flow similar to the one provided when initially issuing the note, but updated to reflect *actual* receipts and expenditures (a "look back") in the 6 months after issuance. The cash flow is to identify the greatest deficit in the 6 months after issuance had the school not issued the note.

With the "look back" cash flow completed, note counsel can assist your school with completing the appropriate certificate and determining whether the school met any of the applicable exceptions/safe harbors to the IRC's rebate requirements. For Thrun clients, this assistance is provided at no additional cost

beyond the attorney fee already paid for issuing the note. If a rebate exception is not met, the school should consider engaging a professional to calculate any arbitrage rebate that may be due once the note matures. We can provide a list of professionals that can run such calculations for clients that do not meet an arbitrage rebate exception.

Next Steps

Given the unusual positive arbitrage environment we have experienced over the last few years, schools are encouraged to seek guidance from their bond/note counsel and financial advisors to navigate the IRC's complicated arbitrage and rebate requirements. Schools may also consider working with a rebate specialist to determine rebate liability.

Importantly, schools may have received notices from their investment advisors about an arbitrage rebate liability that has been incurred. We advise that you make rebate payments to the federal government in line with the applicable due date, as described above. A school's investments may still incur negative arbitrage between the calculation date and the end of the 5-year period that could reduce the rebate liability. If a school prematurely overpays the IRS, recovering those overpayments is often difficult.

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Family Feud: Tips for Coping with Disputing Parents

When a student's parents disagree about the care, teaching, and education of their child, school staff must understand each parent's rights to effectively navigate their expectations and demands. This is particularly difficult when parents are battling over custody.

Nonmarried parents typically have joint physical and legal custody and share authority to make decisions regarding their child's welfare. Absent a court order specifically stating otherwise, school staff should assume that both parents have all the typical parental rights even if the child lives primarily or exclusively with one parent.

Enrollment

The Michigan Child Custody Act assumes parents with joint custody will jointly decide where to enroll a child in school. Revised School Code Section 1148a allows a student to enroll as a resident in a Michigan school district if a parent or guardian resides in that district, regardless of whether the student lives with that parent. If parents have agreed that the child will enroll in a district where one parent can establish residency, the school must enroll the student.

If parents cannot agree where to enroll their child for school, they must address that through the family law process.

Access to Records

The Child Custody Act creates a legal presumption that a parent has access to school records regardless of the child's residency. Similarly, the Family Educational Rights and Privacy Act (FERPA) and Revised School Code Section 1136 ensure parent access to school records regardless of custody or living arrangements. Only a court order can limit a parent's access to a minor child's student records.

Generally, if a parent asks that school staff withhold information or records from the other parent, staff should advise the parent that they may not do so without a court order. When a parent presents a protective order signed by a judge (not simply the petition for such an order), the school then must restrict access to records as directed by the court order.

One exception to the court order requirement occurs if a parent or student is a participant in the Address Confidentiality Program. A participant has an administrative address located in Ingham County and is not required to share their residential address with schools. If school officials have a participant's residential address, Revised School Code Section 1136(7) requires that the school maintain its confidentiality.

Access to the Child

In some situations, a parent will request that school personnel limit the other parent's access to see the child at school, pick up the child from school, or attend school events. School officials, however, are not required to police or enforce parenting time orders. Generally, school staff should apply school policy for visitors and student release to both parents. For Thrun Policy Service subscribers, Policy 3105 addresses school visitors.

If a parent presents a court order that restricts the other parent's ability to be on campus or pick up the child, a copy of the order should be provided to the building administrator. School officials must read the order carefully to determine what it states (which may differ from what the parent has told staff) and ensure that it was signed by a judge and includes the court's name and location. Administrators should also consider any conflicting documentation provided by the restricted parent. If two or more court orders address the same issue, the most recent order governs. Administrators with questions about the legitimacy of a court order or what it means, or how to comply with multiple orders, should contact legal counsel.

Attending Meetings

Unless expressly stated in a court order, both parents have the right to attend parent-teacher conferences, IEP Team or Section 504 meetings, and other school meetings. Refer parents to school policy and handbooks for information about how teachers and other staff will facilitate parent participation. Thrun Policy Service subscribers can reference their 5600 Series policies for this information.

Informal meetings, such as parent-teacher conferences, may be held twice so that both parents are provided access to the information. Formal meetings, such as IEP Team or Section 504 meetings, may require creative arrangements, including holding the meeting virtually for all participants or using equipment that allows one parent to participate remotely.

Responding to a Subpoena

Thrun attorneys have seen a substantial increase in the number of subpoenas for records and staff testimony at domestic relations hearings. A subpoena is a legal order to produce documents, testify, or both. If a subpoena is signed by a judge, attorney, or clerk and is lawfully served, schools and individual staff members must comply. Lawful service on school staff (who are not a party to the litigation) can be accomplished by personal service or by mailing the subpoena via certified mail, return receipt requested.

If the subpoena seeks document production, it must specifically describe the requested documents and whether copies of documents will suffice. A non-party must receive at least 14 days to comply with a document subpoena. Student records and emails about students are commonly subpoenaed and must typically be disclosed. School counselor or social worker records may be subject to different disclosure rules, so if those are subpoenaed, consider contacting legal counsel for guidance.

If the subpoena is for witness testimony, it must be served at least two days before the hearing and must compensate for the witness fee and mileage. The person serving the subpoena must take reasonable steps to keep the witness notified of any hearing postponements. If the subpoenaed witness cannot be available to testify on the date identified on the subpoena, the witness should notify the party who issued the subpoena as soon as possible. The party can either excuse the witness or request a hearing to determine whether the witness must attend. When a school witness testifies at a hearing, they must be truthful and should not demonstrate bias toward one parent.

Do not ignore a subpoena, even if you believe it was served improperly, because there may be legal consequences. If complying with the subpoena will be difficult, contact the school's legal counsel.

School staff cannot discuss a student or the student's records with a parent's attorney unless the parent has provided signed consent to allow that discussion to happen. Even then, school staff are not required to talk to a parent's attorney. If an attorney contacts school staff through a subpoena or otherwise, we recommend that the school consult its legal counsel before having any conversations with the parent's attorney.

School staff often express a justifiable concern that they should not have to disrupt student learning to testify at a domestic relations hearing. Unfortunately, the increasing number of subpoenas received by our school clients indicates that family disputes will continue to spill over into schools and affect school staff. Educating staff members about what to do when they receive a subpoena may help to mitigate some of the resulting anxiety and interruption. If you have questions about a subpoena, contact a Thrun attorney for assistance.



Students, Politics, Profanity, and Free Speech

The U.S. District Court for the Western District of Michigan recently ruled in favor of a school district on several First Amendment claims after school officials required two students to remove sweatshirts bearing the phrase "Let's Go Brandon." *D.A. and B.A. v Tri Cty Area Schs*, No. 1:23-cv-423 (WD Mich 2024).

In spring 2022, two students, on different occasions, were directed to remove sweatshirts bearing the slogan "Let's Go Brandon." Critics of President Biden used the slogan with its popularly understood meaning expressing the message "F*** Joe Biden." Both students complied with the school official's directives, and neither were disciplined for wearing the sweatshirts.

The two students later sued the school and school officials, alleging they were deprived of their First Amendment free speech rights. The students argued the sweatshirt slogans were a vehicle to express political opposition to the Biden administration without expressly using profane language. The school argued that, despite the lack of express profanity, the phrase was a profane and vulgar message not protected by the First Amendment. Both parties moved for summary judgment on the plaintiffs' First Amendment claims.

In reaching its decision, the court relied on U.S. Supreme Court precedent ruling that schools may regulate student speech that is profane or vulgar. The court found that the "Let's Go Brandon" slogan was reasonably interpreted as profane, even though it did not expressly include that type of language. The court record established that the students and school officials all understood the phrase to be code for express profanity, i.e., "F*** Joe Biden." School officials therefore reasonably required the students to remove the apparel as it was in violation of the school's dress code.

This decision provides much-needed guidance on how courts may interpret "Let's Go Brandon" and similar coded phrases as students creatively express their views. Importantly, school officials should tread cautiously in attempting to regulate political discourse. While this court ruled in favor of the school, it is possible that another court could reach a different conclusion. In most cases, students have a First Amendment right to express a political opinion. But, in doing so, school officials need not tolerate profane or vulgar speech (or speech that is not-so-subtly meant to be interpreted as profane or vulgar). Student speech issues can be complicated and fact-specific. We encourage school officials to contact a Thrun student issues attorney with questions.



Student Searches Refresher

Student searches are governed by the Fourth Amendment to the U.S. Constitution, which guarantees "the right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures" from the "State," including public schools. Students generally have a reasonable expectation of privacy in their personal items, like clothing, purses, bags, cell phones, and vehicles. A school official conducts a "search" by inspecting a student's person or property. A search includes opening a backpack, requiring a student to empty their pockets or to undergo a "pat down," or reviewing the contents of a cell phone or personal electronic device.

In determining whether a search is reasonable, a court balances the student's privacy expectations with the intrusiveness of the search. The U.S. Supreme Court ruled that public school officials must have "reasonable suspicion" to search a student, which is a lower standard than the "probable cause" or warrant required for law enforcement. *New Jersey v TLO*, 469 U.S. 325 (1985).

Reasonable Suspicion

The constitutionality of a student search depends on whether the search is "reasonable," both at its

inception and in its scope. For a search to be justified at its inception, school officials must have reason to suspect that the item subject to search will produce evidence that a student violated either the law or school rules.

To meet that standard a school official must articulate individualized, objective rationale for the suspicion. For example, reasonable grounds are likely to exist if a school official sees drug paraphernalia or alcohol; observes physical characteristics suggesting intoxication, such as slurred words, and glassy eyes; or smells alcohol or drugs.

The scope of a search is reasonable when the measures used are reasonably related to the search's objectives and the search is not excessively intrusive in light of the student's age and sex and the nature of the infraction. Strip searches are almost never reasonable and can result in loss of governmental immunity and personal liability.

Suspicionless Searches

A school official may only conduct a suspicionless search (a search without reasonable suspicion) in limited circumstances when the student has no expectation of privacy. Board policy and handbook provisions can establish that a student does not have an expectation of privacy in school-owned items such as desks, lockers, and school-issued technology. In addition, Revised School Code Section 1306 states that a student who uses a locker that is school property "is presumed to have no expectation of privacy in that locker or that locker's contents." A school official may therefore search lockers at any time and for any reason. Section 1306 requires that the school's locker search policy be provided to students and parents. Any limits on privacy expectations in other school-owned items should be clearly stated in student handbooks

A student has no expectation of privacy in items that are in plain view or in any smells coming from their personal belongings. For example, school officials may use detection dogs to conduct indiscriminate sweeps of student vehicles on school property, lockers, and student belongings without reasonable suspicion. Note, however, that suspicionless drug sniffing searches of students' *bodies* are not permitted. Suspicionless searches are subject to higher scrutiny. We therefore recommend that school officials consult with legal counsel to develop protocols for those types of searches.

Best Practices

Both suspicion-based and suspicionless searches must be reasonable in scope. Reasonableness, within the context of a search, requires the search to be related to a circumstance that justifies the intrusion. When conducting a search, a school official should consider

the following best practices to ensure the search is reasonable:

- Give the student a chance to surrender the suspected contraband or evidence.
- Have a witness to the search but conduct the search outside the presence of other students, when possible.
- Do not search personal items that could not realistically contain the contraband or evidence.
- When searching a student's person, have the search conducted by a staff member of the same sex as the student.
- No strip searches - do not require the removal of clothing or accessories other than jackets or shoes.
- Do not touch intimate or private areas of the student's body.
- When the contraband is found, stop the search if there are not reasonable grounds to suspect additional searching would reveal more evidence.
- Involve the school resource officer or law enforcement in a search of a student's cell phone if the allegations involve inappropriate photos or videos of students. If child pornographic material is suspected, school officials should not search the phone.
- Document the search by recording:
 - The bases relied on to conduct the search and to search that particular location; and
 - Whether the search ceased when the contraband or evidence was found *or* explain the reasonable bases that the school official relied on to continue the search.

For Thrun Policy Service subscribers, Policies 3107 ("Use of Detection Dogs"), 5102 ("Lockers"), and 5103 ("Search and Seizure") provide legally compliant parameters to guide student searches.

Addressing Fourth Amendment issues, like most constitutional matters, requires careful and nuanced analysis. Following board policies and documenting the reasonableness of student searches will assist schools in defending against a Fourth Amendment claim.



Title IX Injunction List Updated

As anticipated, Moms for Liberty (MFL) has again updated its list of members that are now subject to a Kansas federal court's injunction. In early July, the U.S. District Court for Kansas enjoined the U.S. Departments of Education and Justice from enforcing the 2024 Title IX regulations in the four states that filed the lawsuit

and in any school attended by a child of a MFL member. We covered this decision in our [July 2024 edition of School Law Notes](#).

The court asked MFL to identify the schools its members attend. MFL initially submitted a list that included nine Michigan schools. The court's decision, however, allowed MFL to supplement the list to include new members who join that organization. On August 28, 2024, MFL supplemented its members list for the fourth time. The list of schools subject to the injunction is available here:

[https://www.thrunlaw.com/sites/default/files/Moms forLibertyLists073124.pdf](https://www.thrunlaw.com/sites/default/files/Moms%20for%20LibertyLists073124.pdf)

If all schools in your district are on the list(s), we still recommend that your district adopt a policy consistent with the 2024 Title IX regulations and ensure that handbooks and non-discrimination notices are updated. We also recommend ensuring that all staff are adequately trained based on each person's Title IX role. Additionally, we recommend that you retain a copy of your previous Title IX policy. If you receive a complaint alleging sexual harassment, we recommend contacting legal counsel to determine whether it should be processed under the 2020 or 2024 regulations. Alternatively, your board could choose to keep and follow only its 2020 Title IX policy, with the understanding that very quick action to adopt a new policy, update handbooks, and train staff will be needed if the injunction is lifted.

If some schools in your district are on the list(s) and some are not, we recommend that your district adopt a policy consistent with the 2024 Title IX regulations and ensure that handbooks and non-discrimination notices are updated as soon as possible. We also recommend ensuring that all staff are adequately trained based on each person's Title IX role. We recommend, however, that you retain a copy of your previous Title IX policy. If you receive a complaint alleging sexual harassment in one of the buildings on the MFL list, we recommend contacting legal counsel to determine whether the grievance process under the 2020 or 2024 regulations should be followed.

We anticipate continued updates to this list. Remember, being on the list does not mean that your school cannot adopt the 2024 Title IX regulations; rather, it simply means that the Office for Civil Rights cannot enforce those regulations in that school.

We continue to recommend that that schools train several employees to serve in certain "key roles," including Title IX Coordinator, investigator, decisionmaker, appeals officer, and informal resolution facilitator. While the 2024 regulations streamline the investigation process, most investigations will still require the involvement of at least two trained individuals. We will continue to provide our virtual

Title IX training monthly based on client demand. Our next training date is October 22 from 10:00 a.m. – 1:00 p.m. To register for any training dates, please visit www.ThrunLaw.com/calendar/list.

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Hot Mic Moment Not Excused from CBA Grievance Process

All bargaining unit members, dues-paying or not, are required to exhaust the collective bargaining agreement's grievance process before suing a school. A Michigan teacher recently learned this lesson from the Court of Appeals, which held that her failure to exhaust the CBA's grievance procedure justified dismissing her lawsuit. *Kosch v Traverse City Area Pub Schs*, No. 364955 (Mich Ct App, August 22, 2024).

Background

Erin Kosch was a tenured teacher for the Traverse City Area Public Schools (TCAPS). She was not a dues-paying union member, and was just shy of 30 years of service and a full pension. During the pandemic, Kosch signed on early to her online history class. A student logged into the class, said "hello" to Kosch but received no response, and then muted herself. The student then overheard Kosch and her husband talking in the open online classroom. The student recorded their conversation on her phone.

Kosch told her husband about a conversation she had with her vice principal regarding another student. Kosch made derogatory remarks about both the student and their parents. The recording was widely circulated in the community and on social media.

Upon learning of the recording, school officials placed Kosch on administrative leave with pay pending an investigation. School officials scheduled a due process meeting with Kosch and notified her that the meeting could result in disciplinary action so she could have a union representative present. While Kosch did not oppose having a union representative at the meeting, she did not think a union representative would protect her interests since she did not pay dues. The human resources director denied Kosch's request for her lawyer to attend the meeting.

At the meeting, Kosch was told she was being investigated for potential violations of FERPA and district policies. Notes from the meeting reflected that at least two options were discussed including: (1) resignation with insurance continuing for three months, and (2) a recommendation that tenure charges be filed with the TCAPS board of education for policy violations. If the latter option were pursued, administration explained Kosch's name would be made public in the board minutes.

Later that day, Kosch learned the recording had gone viral. Kosch emailed her resignation to the human resources director. Kosch regretted her decision to resign and sued the district and its human resources director, alleging, among other claims, violation of her federal procedural due process rights.

The Court's Decision

The court dismissed Kosch's lawsuit because she failed to exhaust her contractual remedies under the CBA. The court noted that when an administrative grievance procedure is provided, "exhaustion of that remedy is required before the circuit court can review the case." Those administrative remedies include the use of the CBA's grievance process before filing a lawsuit.

Kosch argued that she did not have to use the CBA grievance process because the union was biased against her and would not provide her a fair hearing. Kosch claimed the union was biased because she was not a dues-paying member and her assigned union representative was pursuing a claim against her in an unrelated matter.

The court noted that if Kosch believed the union was biased, her remedy was a claim *against the union* for a breach of the duty of fair representation. The court used the following three-factor test to assess whether Kosch had to exhaust the CBA's grievance process, whether: (1) union officials were so hostile to the employee that she could not hope to obtain a fair hearing on her claim; (2) the internal union appeals procedures would be inadequate either to reactivate the employee's grievance or to award the full relief sought; and (3) exhaustion of internal procedures would unreasonably delay her opportunity for a judicial hearing. This legal test requires only one factor to excuse an employee's failure to exhaust.

The court instead found that all those factors weighed in favor of requiring Kosch to exhaust her CBA administrative remedies. Her lawsuit was dismissed.

Prevailing Wage Act Amendments

Governor Whitmer recently signed into law Public Act 110 of 2024, which amends the Michigan Prevailing Wages on State Projects Act (Prevailing Wage Act) to: (1) extend prevailing wage requirements to energy facility projects; (2) impose a registration requirement for state project contractors and subcontractors; and (3) require the submission of certified payroll records for state projects to the Michigan Department of Labor and Economic Opportunity (LEO).

PA 110 will become effective 91 days after final adjournment of the Michigan Legislature for the 2024

regular session. The Legislature typically adjourns at the end of December, meaning PA 110 is expected to become effective in March 2025.

Energy Facility Projects

Prevailing Wage Act requirements typically apply when a contract: (1) is executed pursuant to an advertisement and invitation to bid for a state project (a term which includes many public school improvements); (2) involves the employing construction mechanics; and (3) is sponsored or financed, in whole or in part, by the State of Michigan.

PA 110 expands the definition of state project to include public school energy facility projects, which must comply with the Prevailing Wage Act requirements regardless of whether those projects are sponsored or financed by the state. A contract for an energy facility project must still be executed pursuant to an advertisement and invitation to bid and involve the employment of construction mechanics subject to Prevailing Wage Act requirements.

An energy facility project includes new construction, completion, demolition, major alteration, or repowering of an energy storage facility, solar energy facility, or wind energy facility with a nameplate capacity of two or more megawatts. Nameplate capacity is the facility's designed full-load sustained generating output.

Subject to limited exceptions, an energy storage facility is a system that absorbs, stores, and discharges electricity. A solar energy facility is a system that captures and converts solar energy into electricity, including photovoltaic solar panels. A wind energy facility is a system that captures and converts wind energy into electricity, including wind towers and wind turbines.

State Registration Requirement

PA 110 prohibits a contractor from submitting a bid for a state project or performing work on a state project *unless* the contractor holds a state project registration. PA 110 also prohibits a contractor from listing a subcontractor on a state project bid proposal or entering into an agreement with a subcontractor for a state project if the subcontractor does not hold a state project registration. Finally, PA 110 prohibits a subcontractor from performing work on or entering into an agreement with a contractor for a state project if the subcontractor does not hold such a registration.

Contractors and subcontractors may apply to LEO for a state project registration. Each state project registration is valid for one year (unless earlier suspended or revoked by LEO) and may be renewed. A contractor must include in a state project bid a copy of the state project registration for the contractor and

each subcontractor selected at the time that the contractor submits its bid.

Prevailing Wage Data Submission

PA 110 requires LEO to create a database within one year of the Prevailing Wage Act's effective date that allows contractors, subcontractors, and contracting agents (including schools) to upload certified payroll records into the database. Subject to limited exceptions, within 10 days after a pay period, a contractor or subcontractor must submit to the database certified payroll records for that pay period.

Until the database is created, a contractor or subcontractor must submit those certified payroll records to the contracting agent. A contracting agent then must, within 10 days after receiving the certified payroll records, submit the certified payroll records to LEO on a form and in a manner determined by LEO. The form has not yet been published on LEO's website.

If Prevailing Wage Act requirements apply to a school project and the school fails to include the applicable prevailing wage language (including the rates schedules) in its contract documents, bidding forms, or specifications, the school may be liable for any loss of wages and fringe benefits suffered by construction mechanics, including actual damages, interest assessed up to 10% per year, costs, and attorney fees. Each Prevailing Wage Act violation is also subject to a civil fine of up to \$5,000 and an additional 10% penalty as determined by LEO.

We will update our retainer clients when LEO releases a form for schools to submit state project certified payroll records to LEO.

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Back to Basics: FMLA

The Family and Medical Leave Act (FMLA) requires employers to provide job-protected unpaid leave to eligible employees for specified family and medical reasons.

Eligibility

To be eligible for FMLA leave, an employee must:

- (1) have been employed by the school for at least 12 months;
- (2) have worked at least 1,250 hours during the past 12 months; and
- (3) be employed at a worksite with at least 50 employees within 75 miles.

Leave Reasons and Leave Time Entitlement

An eligible employee is entitled to 12 workweeks of unpaid leave in a 12-month period, except if the leave is to care for certain military service members with a serious injury or illness, in which case the eligible

employee is entitled to 26 workweeks of unpaid leave in a 12-month period. An employer may require an employee to use accrued paid leave concurrently with FMLA leave.

An eligible employee may take FMLA leave for the following reasons:

- (1) To care for the employee's newborn child or to provide care following an adoption or foster care placement.
- (2) To care for a child, spouse, or parent who has a serious health condition.
- (3) An employee's own serious health condition that makes the employee unable to perform the employee's job functions.
- (4) Certain leave related to a family member's military service, such as foreign deployment or leave to care for a covered servicemember with a serious injury or illness.

The 12-month period may be based on a calendar year, a school year, a rolling backward year, or a rolling forward year. If your board policy does not designate a leave year, the type of year that is most advantageous to the employee will apply.

For Thrun Policy Service subscribers, Policy 4106 gives schools discretion to select the FMLA leave year. A rolling backward year is recommended as it ensures that an employee does not use two 12-week leave periods back-to-back, such as at the end of one calendar year and again at the beginning of the next calendar year.

Intermittent or Reduced Schedule Leave

An employee may take FMLA leave in separate blocks of time (*i.e.*, intermittently), if medically necessary. Schools are not required to allow employees to use intermittent leave to care for a newborn or a newly placed child.

Special rules apply to instructional employees whose principal function is to teach and instruct students, including teachers, coaches, and special education assistants. When intermittent leave exceeds 20% of the work days during the leave period, the employer may require the employee to choose to: (1) take leave over a particular duration no longer than the planned medical treatment; or (2) transfer temporarily to an available alternative position for which the employee is qualified which has equivalent pay and benefits.

Year-End Leave

Leave taken by an instructional employee that ends with the school year and resumes with the next school term is considered consecutive leave. Summer vacation is generally not counted against the employee's FMLA leave entitlement. These employees must receive any

benefits they would have received during the summer had they been working at the end of the school year.

School officials generally may require an instructional employee to take leave until the end of a school term if that employee plans to return to school within the last two to three weeks of the term. In such a circumstance, if the employee would have otherwise been able to return to work, any additional required leave does not count toward the FMLA leave entitlement.

Holidays

A May 30, 2023 U.S. Department of Labor opinion letter reminded employers that holidays do not extend FMLA leave time *unless* an employee takes less than a full week of leave. When a holiday falls during a full week of leave time, the entire week is counted as FMLA leave. In contrast, if an employee takes intermittent leave (e.g., Mondays and Wednesdays), and a holiday falls on a day that would ordinarily not be worked due to intermittent leave (e.g., the holiday falls on a Monday), then that day does not count against the FMLA leave entitlement.

FMLA leave requirements are often fact-specific. Board policy, collective bargaining agreements, and individual employment contracts may expand FMLA leave requirements. If you are unsure of FMLA requirements in your specific situation, please contact a Thrun labor and employment attorney for guidance.



Dispensary License Committee is a Public Body Under the OMA

The Michigan Supreme Court recently issued an opinion clarifying the type of group that qualifies as a public body and is thus subject to Michigan’s Open Meetings Act (OMA). In *Pinebrook Warren, LLC v City of Warren*, the court concluded that the City of Warren violated the OMA through its process of issuing marijuana dispensary licenses. Docket No. 164869 (July 31, 2024). The court’s decision warns that public bodies cannot shield themselves from the requirements of the OMA by establishing advisory committees through city ordinance, which, in a public-school context, translates to creating sub-quorum committees via policy statements.

The OMA requires that “[a]ll decisions of a public body shall be made at a meeting open to the public.” OMA defines a “public body” as “any state or local legislative or governing body . . . empowered . . . to exercise governmental or proprietary authority or perform a governmental or proprietary function.” This definition encompasses committees of public bodies which engage in governmental functions despite being labeled as merely “advisory.”

A Warren city ordinance established a review committee charged with evaluating applications for dispensary licenses. The committee met behind closed doors and scored applications based on listed criteria. The committee selected 14 of its highest scoring applications and forwarded them to the city council. The city council then granted licenses to those applicants by motion at a council meeting, with no public discussion. Several members of the review committee were also members of the city council.

Supreme Court’s Decision

The Michigan Supreme Court found that the review committee was a public body under the OMA. The court disagreed with the city’s position that the committee was not subject to the OMA because it performed only an advisory role to a public body. The court observed that, if it were to adopt the city’s position, every public body could avoid the OMA by establishing decision-making subgroups. The court thereby held that if a public body delegated its authority to a sub-quorum committee, that committee itself becomes a public body.

The committee’s function, not its formal title, establishes whether the committee is a public body subject to the OMA. The court found that the review committee’s role was not just advisory to the city council but included decision-making (i.e., its selection of applicants to receive the available marijuana dispensary licenses). The court held that, by performing this decision-making function, the review committee was a public body subject to the requirements of the OMA.

This decision reinforces the OMA’s broad application. Public bodies may not bypass the OMA’s requirements by creating committees which are not merely advisory but make decisions in non-public meetings. School boards must ensure that advisory committees do not make decisions, the board has reviewed all information provided by committees, and any decision is deliberated upon and determined at a public meeting and not merely rubber stamped. Thrun Policy Service subscribers should consult Policies 2501 through 2506, which establish meeting requirements in compliance with the OMA.



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
September 27, 2024	Calhoun ISD	Robert A. Dietzel	Title IX Training
September 30, 2024	Copper Country ISD	Robert A. Dietzel	31n Mental Health Provider Training
October 1, 2024	Thrun Law Firm, P.C.	Michele R. Eaddy Jennifer K. Starlin	Section 504 Webinar
October 3, 2024	Michigan Negotiators Association	Lisa L. Swen	The Bargaining Landscape: Recap of Recent Settled Language
October 4, 2024	Michigan Negotiators Association	Robert A. Dietzel	Legal Update
October 4, 2024	Michigan Negotiators Association	Katherine Broaddus	Educator Shortage Hiring and Retention – Contractual Implications
October 4, 2024	Michigan Negotiators Association	Raymond M. Davis Ryan J. Murray	Bargaining Prohibited, Permissive, Mandatory Subjects – Red Light/Green Light Sample Language
October 8, 2024	Clinton County RESA	Lisa L. Swen	School Law Update
October 8, 2024	Gratiot-Isabella RESD	Michele R. Eaddy	Special Education Discipline
October 9, 2024	Montcalm ISD	Robert A. Dietzel	Special Education Legal Update
October 11, 2024	Branch ISD	Robert A. Dietzel	Special Education Discipline
October 17, 2024	Genesee ISD	Michele R. Eaddy	Special Education Legal Update
October 22, 2024	Thrun Law Firm, P.C.	Thrun Attorneys	Comprehensive Title IX Training Webinar
October 24, 2024	Michigan Council of School Attorneys	Daniel R. Martin Cathleen M. Dooley	Establishment Clause Update: Where's the Line Separating Church and State?
October 25, 2024	MASB	Jennifer K. Starlin Cristina T. Patzelt	Public Participation and the OMA
October 25, 2024	Van Buren ISD	Robert A. Dietzel	Special Education Evaluations
October 25, 2024	UP Fall Conference	Robert A. Dietzel	Special Education Legal Update



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For additional information, please contact the sponsoring organization.

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Date	Organization	Attorney(s)	Topic
November 1, 2024	MDE-LIO Administrator's Conference	Michele R. Eaddy	Legal Update: Hot Topics in BVI and DHH Ed
December 5 & 6, 2024	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings Webinar
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?

Annual Summer Tax Resolution

_____ (the "District")

A _____ meeting of the board of education of the District (the "Board") was held in the _____, within the boundaries of the District, on the _____ day of _____, 2024, at _____ o'clock in the _____ m. (the "Meeting").

The Meeting was called to order by _____, President.

Present: Members
Absent: Members

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

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect *Choose 50% or 100%* of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Pursuant to the Revised School Code, MCL 380.1 et seq., the Board invokes for 2025 its previously-adopted ongoing resolution imposing a summer tax levy of *Choose 50% or 100%* of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or township in which the District is located a copy of this Board's resolution imposing a summer property tax levy on an ongoing basis and a copy of this resolution requesting that each such city and/or township agree to collect the summer tax levy for 2025 in the amount specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies on or before December 31, 2024.

3. Pursuant to and in accordance with Revised School Code Section 1613(1), the Superintendent or designee is authorized and directed to negotiate on behalf of the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under Revised School Code Sections 1611 or 1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

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

Ayes: Members
Nays: Members

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

