

# **C.O.O.R. ISD Board of Education Meeting**

Wednesday, December 13, 2023 6:00 PM

C.O.O.R. ISD Central Office, 11051 N Cut Road, Roscommon, MI 48653

1. Call to order & Roll Call

2. Opening Ceremonies

- Pledge of Allegiance

- Mission Statement

*C.O.O.R. ISD provides programs and services with our partners to support the current and emerging teaching and learning needs of our schools and communities.*

3. Adopt the Agenda

4. Presentation: Michele Cochrane and

Amber Akin, C.O.O.R. ISD Early On

Program


2



# Early On<sup>®</sup>

---

COOR ISD December 2023 Board Meeting Presentation  
Michele Cochrane, RN, Early On Coordinator  
Amber Akin, Early Intervention Home Visitor



# What is *Early On*?

---

## Early On Michigan Federal Regulations and State Policy

- Part C of Individuals with Disabilities Education Act (IDEA) Regulations 34 CFR 303
- Michigan Part C State Plan
- Michigan State School Aid Act, Section 54d
- Michigan School Code – Public Act (PA) 451 of 1976
- Michigan Administrative Rules for Special Education

# What is *Early On*?

---

## Eligibility for *Early On*

1. Developmental Delay
2. Established Condition
3. Michigan Mandatory Special Education (MMSE)



# What is *Early On*?

---

- ★ Birth to 36 months
- ★ IFSP
- ★ Family Involvement
- ★ Natural Environments
- ★ Timelines - calendar year



# Part B 619 Preschool Special Education

---

- ★ Ages 3-5 yr
- ★ IEP
- ★ Inclusion
- ★ School year
- ★ Build Up



# Who is *Early On*?

---

## Staff

- ★ Early On Coordinator
- ★ 2 Early Intervention Home Visitors
- ★ SLP, PTA, OT, ECSE
- ★ Occasionally - TCVI, SSW, School Psych

# Who is *Early On*?

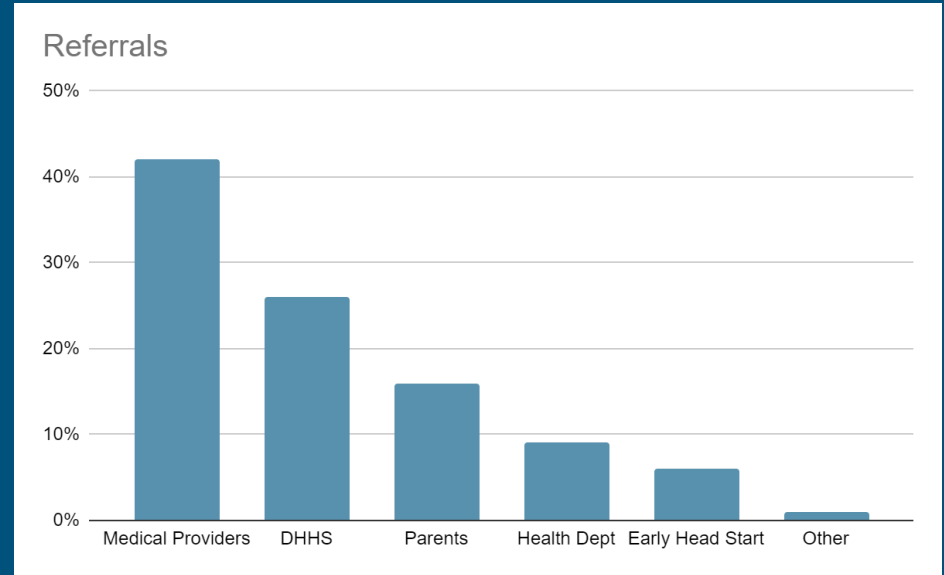
---



# Who is *Early On*?

Referral rates are similar to last year with 89 children referred since July 1st.

Approximately 56% of referrals are assessed. About 41% of those assessed are found eligible. 83% of those eligible enroll in services.



# Who is *Early On*?

64 students are currently enrolled



# How are services provided?

---

- ★ IFSP
- ★ Primary Service Provider
- ★ Coaching
- ★ Family Centered
- ★ Routines
- ★ Year Round

# Satisfaction Survey

---

71% were very satisfied and 6% were satisfied with their services (one had no opinion and one “dissatisfied” gave positive comments)

- Early On is very flexible and understanding
- We just started with Early On so I don't really have much of an opinion right now. So far they've been kind and helpful
- I absolutely love the in home services that I've received and how understanding all the staff is with my daughter and I. They are all very nice and friendly!
- I love learning how we are able to employ methods and learn how to handle situations better. Amber Akin is simply wonderful and a pleasure to have around our kids!

# Satisfaction Survey

---

- Early on has helped us tremendously. Our daughter wasn't walking or talking when we started and with the significant help and suggestions, it was the spark we needed. We couldn't be happier with the help and the implements that have lead our daughter to where she is now!
- I like that they come to the house and get to see my child in her element.
- They help with parenting skills and making sure you know how to help your child.
- We haven't started anything yet, still doing paperwork. So I can't comment on services yet.

Is it really that important?

---

**1 million neural connections  
per second**

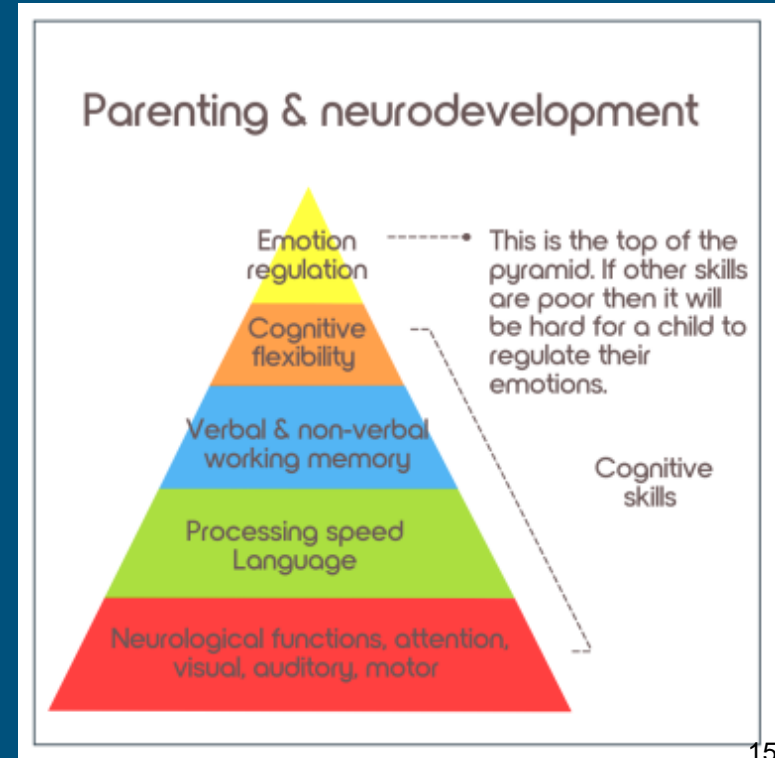
That's how quickly a child's brain is developing between birth and age three.

# Is it really that important?

The foundation for important life skills such as

- Self Regulation
- Working memory
- Risk vs reward processing

**are created in the early years**



# Is it really that important?

---

Providing services within the family structure can:

Reduce the need, or length of time, a child needs Special Education services

Increase parent confidence and competence in supporting their child's special needs, protective factors that influence the child's brain

Connect families with other community supports that prevent stress from becoming toxic stress. Toxic stress decreases the size of the brain and impairs functioning.

# The future of *Early On* at COOR ISD

---

- ★ General Supervision Monitoring Report coming Dec 15th
- ★ 54d SSA funding
- ★ MMSE
- ★ Supporting LEAs



**QUESTIONS?**

5. Department Updates

20

- Career & Technical Education Department
- Early Childhood Department
- Instructional Services Department
- Special Education Department
- R.O.O.C., Inc.
- K12 ETA (Educational Technology Association)



**BOARD OF EDUCATION**

Dr. James Mangutz,  
President

Nancy Persing,  
Vice President

Lyn Sperry,  
Secretary

Ian Faulkner,  
Treasurer

Jim Gendernalik,  
Trustee

Brie Molaison,  
Trustee

Kara Mularz,  
Trustee

**ADMINISTRATION**

Shawn Petri,  
Superintendent

Melisa Akers,  
Director of  
Special Education

Natalie Davis,  
Director of Career &  
Technical Education

Katie Fuelling,  
Director of  
Instructional  
Services

Katie Keith,  
Supervisor of Early  
Childhood

Somer Quinlan,  
Executive Director  
of ROOC, Inc.

Jared Socia,  
Director of Operations

To: Shawn Petri, Superintendent

From: Natalie Davis, CTE Director

Date: December 7, 2023

Subject: CTE Update

**CTE Construction Project:**

We've officially moved into the new welding lab and office space and after a few glitches, everything is working well. We are still waiting on our security entry system for the front door, but it has been ordered so it's a matter of time. We are getting quotes for signage right now and they are still taking care of a few "punch list" items and compressed air. We're still waiting on the 400 amp service, set now for January 6th.

**Grants:**

I applied for the 61C grant as I shared last month and got word that we received 1.1 million, which will be divided between local districts-CHA, Grayling, Mio, West Branch, and CATIC.

Our teachers are continuing to work hard in their classes through the 61i grant. I'm very proud of their efforts! We have a group of teachers meeting to talk about manufacturing and programming, including our welding teacher Josh Meyer, Ryan Kilde from Grayling who teaches CNC/Drafting, and Kyle Sisco from West Branch who teaches Machining. They will meet on Wednesday, November 8th at our facility for the first time and then meet frequently after that to collaborate and share ideas.

**Outreach/Marketing:**

Our enrollment is steady at 223, with 21 Early Middle College applicants! This is a record, especially compared to our historical 5 or 6 EMC students.

We have started scheduling presentations- Grayling has been completed and Houghton Lake is tomorrow, Roscommon next week, and the rest once we return from break. We have started talking about and scheduling student tours for February. Student visits are also being scheduled.

**Millage:**

West Branch, as well as CHA, have both received millage presentations at their board meetings. Presentations have also been given to the Grayling Rotary and Houghton Lake is set for January. Roscommon Rotary is scheduled to check out and tour our facility on the 21st. We will be presenting to the RAPS board on the 18th,

and to the CEAC council on the 11th. Shawn will present to Mio and Fairview on the 11th. KCC has been pushed to January due to their focus on finding a president.

**Other:**

Our region is also required to submit a Comprehensive Local Needs Assessment again this year, as required every other year for federal Perkins funding. I'll be working with losco and Clare-Gladwin once again to meet and take on this arduous task. I've begun working on this and met with Ogemaw Heights HS to enter their details already.

We now have student/parent access to their grades on Skyward, which we have not had previously. We provide weekly grade/attendance reports to local districts, but had an inquiry and Alex worked with the tech department to make this available.



**BOARD OF EDUCATION**

Dr. James Mangutz,  
President

Nancy Persing,  
Vice President

Lyn Sperry,  
Secretary

Ian Faulkner,  
Treasurer

Jim Gendernalik,  
Trustee

Brie Molaison,  
Trustee

Kara Mularz,  
Trustee

**ADMINISTRATION**

Shawn Petri,  
Superintendent

Melisa Akers,  
Director of  
Special Education

Natalie Davis,  
Director of Career &  
Technical Education

Katie Fuelling,  
Director of  
Instructional  
Services

Katie Keith,  
Supervisor of Early  
Childhood

Somer Quinlan,  
Executive Director  
of ROOC, Inc.

Jared Socia,  
Director of Operations

To: Shawn Petri, Superintendent

From: Katie Keith, Early Childhood Supervisor

Date: December 2023

Subject: Early Childhood Update

**Great Start to Quality**

NE Great Start to Quality Resource Center partnered with LARA (Licensing and Regulatory Affairs) to host a fingerprinting and background check event in Gaylord. Many providers have had issues making it to sites around the state to get this done and it was a good opportunity for the child care providers in our area to get this done. We had 5 providers attend and they were very thankful.

The state of Michigan has contracted Wonderschool to help support child care providers with their business plans and many other support services needed to build sustainability and capacity in their programs. Wonderschool attended one of our virtual staff meetings and presented on all of the services they can provide. We will be helping to promote their cohorts and services to the child care providers in our area.

In November, child care providers had the opportunity to apply for an Infant/Toddler grant through ECIC to increase capacity, improve the quality of their environments, and to provide bonuses for staff to help with staff retention. 2 programs in our region have received the grant (one center in Oscoda and one family home license in Gaylord) and we will support them in deciding how to best utilize those grant dollars and to coach them through quality improvement within our quality rating system.

**Great Start & Great Start Parent Coalition**

Chris and Tam traveled to the satellite office of Northern Michigan Child Assessment Center in Tawas City to present “Safe Journey” to the Teen Girls Support Group. It was a huge success! The students engaged and asked questions. Exit surveys showed significant intent to use new knowledge gained moving forward.

Great Start will be partnering with the Crawford Roscommon Child Protection Council in a new grant (\$8590.00) received from RCCF to present “KIds have Rights” evidence based body safety training to students of RES, and Collins Elementary. Chris and Tam will be trained facilitators for the K-4 program, partnering with the NMCAC. This aligns with the Outcome 3: Children are healthy, thriving, and developmentally on track from birth to third grade.

Great Start Family Coalition:

Iosco County Family Coalition hosted a Family Book Exchange in November in partnership with the Tawas City Library. It was a huge success with families enjoying free books, dinner, craft and POP UP Literacy presentation from our COOR/Iosco Great Start Staff. ICFC plans to hold monthly family literacy engagements.

Roscommon County Family Coalition continues to distribute diapering resources through RES, and RACM. RCFC holds monthly POP UP literacy events in partnership with the Houghton Lake Public Library.

### **Great Start Readiness Program**

We still have openings in some of the classrooms in West Branch, Houghton Lake and Roscommon. If you know a four year old, send them to our [www.coorpreschool.org](http://www.coorpreschool.org) site! February will be our final funding count for 2023-24. We are hopeful to have more students enroll after the first of the year or our budget will be reduced.

Rebekah and Katie registered for the National Training Institute on Effective Practices: Addressing Challenging Behavior in Tampa in April. This weeklong event will enhance our knowledge and expertise in supporting challenging behavior in early childhood. The event takes place in April in Tampa, FL.

[MiLEAP information](#)



# Educational Technology Association

Technology for Learning

---

## December 2023 ETA Report

Any Questions Please contact Josh Hayes, [jhayes@k12eta.org](mailto:jhayes@k12eta.org)

### Tickets (ETA Wide):

- Current Open: 295
- Created this month: 1738

### Trainings Provided:

- Artificial Intelligence (AI)
- 3D Printers
- Virtual Reality Tours
- PowerUp PaperAirplanes
- Report Cards
- PowerSchool

### Updates:

- It is Erate season so we are working with districts to see what their needs are to leverage this funding to the fullest.
- We have a posting out for a Tech II to fill an opening. We are looking to hire internally and then will have to post for that position. Hopefully, we will be fully staffed soon.
- We are watching Section 97G funding since this should provide us with managed detection and response (MDR) service on all our servers. They are hoping to have us something by the end of the calendar year.
- SET SEG recently sent a message to all their clients informing them that there have been at least 4 K-12 cyber incidents recently along with four recommendations to keep districts safe. I am happy that we accomplished all four recommendations over a year ago.
- We continue attending cyber partner meetings (virtually) to stay informed of the newest threats. We then share this information with all the districts within the four ISD support regions of the ETA.

Proudly Serving the districts within the COOR ISD, Manistee ISD, West Shore ESD, and Wexford-Missaukee ISD

- Our external vulnerability scanned 72 threats in 1043 locations this month. We have no open vulnerabilities at this time.
- All backups have been verified. This month backups were tested on Crawford Ausable, COOR ISD, Mason County Central, Mesick, MISD, WMISD, and WSESD.
- We are continuing to fake phish staff once per month.



**BOARD OF EDUCATION**

To: Shawn Petri, Superintendent

Dr. James Mangutz, D.D.S.  
President

From: Katie Fuelling

Nancy Persing,  
Vice President

Date: November 2023

Ian Faulkner,  
Treasurer

Subject: Instructional Services Update

Lyn Sperry,  
Secretary

Kara Mularz,  
Trustee

Jim Gendernalik,  
Trustee

Brie Molaison,  
Trustee

**Instructional Services**

*Director: Katie Fuelling*

**ADMINISTRATION**

Shawn Petri,  
Superintendent

Melisa Akers,  
Director of  
Special Education

Natalie Davis,  
Director of Career &  
Technical Education

Katie Fuelling,  
Director of  
Instructional  
Services

Katie Keith,  
Supervisor of Early  
Childhood

Somer Quinlan,  
Executive Director  
of ROOC, Inc.

Jared Socia,  
Director of Operations

- The Instructional Services Department welcomed back Toni Prickett to continue her work on [Cognitive Coaching](#). The two-day session focused on understanding the reflecting conversation map by increasing automaticity with the essential coaching pattern of pausing, paraphrasing, pausing, and posing questions. The professional learning series will resume in March and wrap up in April.
- COOR Instructional Leadership Team Communication
  - *The Instructional Leadership Team continued their work by defining high-quality instruction. Next, team members researched how systems work by focusing on the people and processes of a system. The team experienced a simulated system; dissecting high and low leverage points of influence using reference points. Next, team members revisited previous work on the [14 research-based instructional system practices](#). They analyzed district and ISD perception data to determine high-leverage instructional practices that could be used in the team’s regional goal of creating an ISD vision of teaching and learning. The team also researched keynote speakers for the COOR ISD wide professional learning event on November 1, 2024.*
- COOR Student Support Network Communication
  - *The Student Support Network Team continued their work of building a regional student support community by researching how systems work. Team members defined the five components of system work. Next, the team [explored readiness factors of the Student Support System practices](#). Team members used the collaborative learning cycle to conduct a data conversation around regional*

*perception data on the practices. The team identified [priority practices](#) based on their analysis. Next, team members will begin to develop data collection tools to collect specific regional information on their identified practices.*

### **31n Team**

*Behavioral Health Coordinator: Michelle Culton-Ekstrom*

- Our Whole Child Specialists (WCS) have been actively meeting with children referred to the program by teachers, principals, and parents. There have been 82 students referred for direct support this school year; covering every district. The 31n Specialists meet weekly with assigned students for social emotional and behavioral skill building through group and individual sessions. They provide crisis management and support during challenging times. In addition, 31n WCS and our TBRI Coach, provide student focused consultation in schools daily with teachers and support staff. We have continued to collaborate with Dr. Sloane of CTAC for Whole Child Trauma Assessments, completing 2 new assessments this school year and 10 follow up appointments for a total of approximately 34 hours of trauma support and recommendations. The majority of our specialists are trained in Trust Based Relational Interventions (TBRI), offering a highly caring and supportive approach to all. Our team is enthusiastic about working with students and families to support a positive school experience. Future Whole Child Assessments, groups, and individual sessions are available via referral through the 31n Team. *“See the need behind the behavior.” - Dr. Karen Purvis*

### **Early Literacy**

*Early Literacy Coach: Michelle Ewald*

#### **Professional Development**

##### ***COOR-wide Online Book Study***

Our asynchronous book study on the topic of differentiated reading instruction concluded on December 8th. Eleven teachers from four different districts earned SCECHs, and six of those participants completed the entire course.

#### **District PD**

##### ***Collins Elementary (HL)***

The focus for ISD support during grade level PLCs continues to be foundational reading skills, which is a continuation of the work begun in August during “Curriculum Camp” PD.

##### ***Mio Elementary***

Teachers piloting the Bookworms curriculum recently had the opportunity to spend the day observing and discussing the program with teachers at Lewiston Elementary. This is part of ongoing support with ELA curriculum pilots.

### **Classroom Library Enhancement (CLE) Grant**

K-3 classroom teachers from Rose City Elementary completed the first two required online modules, and all participated in classroom library “walkabouts” during our last meeting. Next steps are to complete the remaining two online modules and begin the process of weeding out titles from current classroom libraries. We will meet again in January to continue our work together.

### **Coming soon...**

- ***Personalized Multi Media Literacy PD*** - this online offering will be rolled out to instructional coaches and elementary principals in the next week, with an anticipated start date of January 8th. Stay tuned for more information in the next board update!

R.O.O.C. Inc.  
11018 North Cut Road, Roscommon, MI 48653  
[www.rooc.org](http://www.rooc.org)

MEMORANDUM

To: Shawn Petri  
From: Somer Quinlan  
Re: ROOC Update  
Date: December 7, 2023

The new year is just around the corner and we have all been enjoying the holiday festivities at ROOC! Our cooking class with MSU Extension has been making delicious Christmas cookies and the art class with Ms. Chris has been creating beautiful ornaments for the tree. Everyone had an opportunity to visit the Festival of Trees in Grayling and now we are looking forward to our Annual Christmas Party put on by the West Branch Knights of Columbus at the Catholic Church in St. Helen! The Roscommon County United Way has graciously donated Christmas gifts for each client to receive from our special guest at the holiday party. We are incredibly grateful for each of these community members and organizations for their continued dedication and support.



\* MERRY CHRISTMAS & HAPPY NEW YEAR \*

Visit [www.coorisd.net](http://www.coorisd.net) or [www.rooc.org](http://www.rooc.org) to learn more about programs and services available & view the Annual Report!



**BOARD OF EDUCATION**

Dr. James Mangutz,  
 President

Nancy Persing,  
 Vice President

Lyn Sperry,  
 Secretary

Ian Faulkner,  
 Treasurer

Jim Gendernalik,  
 Trustee

Brie Molaison,  
 Trustee

Kara Mularz,  
 Trustee

**ADMINISTRATION**

Shawn Petri,  
 Superintendent

Melisa Akers,  
 Director of  
 Special Education

Natalie Davis,  
 Director of Career &  
 Technical Education

Katie Fuelling,  
 Director of  
 Instructional  
 Services

Katie Keith,  
 Supervisor of Early  
 Childhood

Somer Quinlan,  
 Executive Director  
 of ROOC, Inc.

Jared Socia,  
 Director of Operations

To: Shawn Petri, Superintendent

From: Melisa Akers, Director of Special Education

Date: December 7, 2023

Subject: Special Education Department Update

**A Message from our Director, Melisa Akers**

I am excited to announce two new hires this month! Danielle Zick is our new Occupational Therapist. She will be working full-time at Crawford AuSable Schools. We have also brought on a part-time Speech Therapist. Her name is Ilene Smith and she will be providing services at Charlton Heston Academy two days a week.

Professional learning related to yet another module in the IEP Bootcamp series on MI Virtual Academy was hosted by myself and Brenda on November 27th. Trainings occur related to these modules every two weeks from September through January.

Our next Special Education Virtual Coffee Hour will be hosted on Friday, December 15th. Each month this open opportunity is available to anyone in the district for questions and discussions.

**A Message from our Principal, Joe Moore**

November was a very active month for the CEC & ATC! Students in Ms. Angie’s ATC classroom were all able to take part in preparing and enjoying a Thanksgiving meal, which was a tradition for many years when Mary Kleinert taught in that classroom. The students all had a wonderful time celebrating what they were thankful for!



Wendy Schloss, ATC Paraprofessional, was one of the winners of the Meemic Foundation Grant Award for October. Wendy has been working very hard to introduce music-based activities to the classroom and the prize was very fitting as it was a set of bells and boomwhackers. We are very grateful for Wendy and her efforts to broaden the horizons of her students. Congratulations, Wendy!



CEC & ATC students were able to make cards to honor our veterans for Veterans Day. Cards were sent to American Legion Post 96 as well as our very own board member, Ian Faulkner. The students and staff are all incredibly thankful for their service to our country!

Finally, we are happy to announce that we are bringing back the annual CEC/ATC Holiday Party! We are incredibly grateful to so many generous sponsors from our community to help make this occasion special for our students and their families. There will be a lot of fun and good food! We will be celebrating Wednesday, December 20th, from 11:00 am to 2:00 pm at the CRAF Center. All board members are welcome and encouraged to attend!

### [November/December Photos](#)

## **A Message from our Monitor and Transition Coordinator, Brenda Vaughan-Ide**

The month of December includes Transition Mapping at local secondary schools ensuring that we don't miss transition services that will benefit all of our students with an IEP. The transition team, including classroom teacher, met with all exiting students and their families recently to review goals and plans for post school and to make sure all of the supports necessary to make that a seamless transition are in place.

The Adult Transition Center classroom team is meeting with at least two different ISD teams this month to share the structure of our program for our adult students. Having students located in a community setting where they can access and practice the skills of

independent living, employment, and navigating the community is something that many other locations are just now creating opportunities for and they are curious.

## **A Message from our Early On Coordinator, Michele Cochrane**

Michele will be doing an in person presentation about Early On at the December board meeting.

6. Public Participation

- Any person attending the meeting may raise his/her hand during this session of the meeting. Individuals may speak for a maximum of 5 minutes. Groups may speak for a maximum of 15 minutes.

7. Consent Agenda

(A single member's request shall cause an item on the Consent Agenda to be relocated as an Action Item, eligible for discussion and vote that evening.)

A. Approve minutes of previous meeting, November 8, 2023

34



## C.O.O.R. ISD Board of Education Regular November Meeting Wednesday, November 8, 2023 6:00 PM

Special location: Mio AuSable Schools  
1110 8th Street, Mio, MI 48647

A regular meeting of the Board of Education (the “Board”) was held on Wednesday, October 11, 2023 at Fairview Area School, 1879 Miller Road, Fairview, MI 48621. President Mangutz called the meeting to order at 6:06 P.M.

### 1. Call to order & Roll Call

Attendance Taken at 6:02 PM. **Present:** Jim Gendernalik, Brie Molaison, Kara Mularz, James Mangutz, Nancy Persing. **Absent:** Ian Faulkner, Lyn Sperry (both attending virtually).

Superintendent Petri thanked Superintendent Marvin Taylor for hosting the meeting and for decorating the auditorium.

### 2. Opening Ceremonies

- Pledge of Allegiance

- Mission Statement, read by President Mangutz

*C.O.O.R. ISD provides programs and services with our partners to support the current and emerging teaching and learning needs of our schools and communities.*

### 3. Adopt the Agenda

Adopt the agenda as presented. This motion, made by Kara Mularz and seconded by Brie Molaison, Carried (5-0).

### 4. Presentation of Financial Audits, C.O.O.R. ISD and ROOC, Inc.

Julie Ellis, Weinlander-Fitzhugh Certified Public Accountants and Advisors

Ms. Ellis thanked the COOR ISD board for allowing her to present virtually through Zoom. Ms. Ellis said the audit went very smoothly overall and thanked the staff for their hard work. It is an unmodified opinion for both COOR ISD and ROOC.

For the 2022-23 fiscal year, the COOR ISD general fund had a fund balance of \$1,964,324. The Special Education fund had a fund balance of \$1,538,437. The Career and Technical Education fund had a fund balance of \$264,992. Fifteen percent of these funds were transferred out to local districts. The Food Service fund had a total fund balance of \$10,202. The Capital Projects Fund had a final fund balance of \$323,536. The ROOC, Inc. fund had total assets of \$524,363, net assets of \$330,316 without donor restrictions with a net increase of \$102,268 to \$481,129. Audit findings are already being addressed with updated procedures and practices

5. Department Updates – Reviewed by the board in advance

- Career & Technical Education Department
- Early Childhood Department
- Instructional Services Department
- Special Education Department
- R.O.O.C., Inc.
- K12 ETA (Educational Technology Association)

Natalie Davis added that the Career Tech Instructors are taking college classes to earn their Bachelors degrees. After observing the instructors in the classroom, Mike Ennis from Ferris State University complimented the CATIC instructors on their passion for education.

IRESA, Clare-Gladwin and COOR ISD CTE Instructors had a Professional Development training on integrating math into their programs at the CATIC in Roscommon.

6. Public Participation- Any person attending the meeting may raise his/her hand during this session of the meeting. Individuals may speak for a maximum of 5 minutes. Groups may speak for a maximum of 15 minutes.

Mio AuSable Superintendent Marvin Taylor welcomed the board to his school.

7. Consent Agenda

(A single member's request shall cause an item on the Consent Agenda to be relocated as an Action Item, eligible for discussion and vote that evening.)

*Approve all items on the Consent Agenda.* This motion, made by Kara Mularz and seconded by Brie Molaison, Carried (5-0, 2 absent).

7.A. Approve minutes of previous meeting on October 11, 2023

7.B. Approval of Bills for October 2023 totaling \$1,206,417.44

7.C. Approve Revenue & Expenditure Reports for October 2023

8. Action Items

8.A. *Accept amendment to the 23-24 ROOC, Inc. budget as presented*

This motion, made by Nancy Persing and seconded by Brie Molaison, Carried (5-0, 2 absent). Finance Director Kurt Loll gave an overview of changes to the ROOC budget.

8.B. *Approve the Talent Together Consortium agreement for the provision of Teacher Apprenticeships for 2024*

This motion, made by Kara Mularz and seconded by Jim Gendernalik, Carried (5-0, 2 absent).

Supt Petri stated that we have several teachers in the Talent Together program, the Grow Your Own program, and the Talent Together program. They are guaranteed funds to complete their programs. The consortium will be returning the payment COOR ISD made earlier this school year.

8.C. *Approve the discontinuation of the contract with D M Burr Facilities Management, Inc. for custodial services.*

This motion, made by Brie Molaison and seconded by Nancy Persing, Carried (5-0, 2 absent).

8.D. *Approve Contract with Axium for custodial services from December 1, 2023 to November 30, 2026.* This motion, made by Kara Mularz and seconded by Brie Molaison, Carried (5-0, 2 absent).

8.E. *Approve a contract with Kym Narayana for 20 days (160 hours) of GSRP Help from October 1, 2023 through September 30, 2024.* This motion, made by Brie Molaison and seconded by Kara Mularz, Carried (5-0, 2 absent).

This position is covered by GSRP funds. She currently works with Great Start to Quality.

8.F. *Resolution to Collect Summer Taxes - Adopt the Resolution prepared by Thrun Law Firm, P.C. to collect 2024 Summer Taxes in the Crawford AuSable School District and in the Mio AuSable School District.* This motion, made by Nancy Persing and seconded by Jim Gendernalik, Carried (5-0, 2 absent).

#### 9. Information Items

- New part-time Cosmetology Instructor, Kayla Moore
- Social Media Report: Reach of 7,333 for October
- MASB Members Matter Webinar Nov 14, 12pm-1pm
- CBA 223: Parliamentary Procedure – virtual class Nov 20, 6pm-9pm \$99

#### 10. Superintendent's Report

- Facilities report: There are new locks and key fobs at the COOR Educational Center and Central Office, giving efficient access to staff members and emergency personnel. Local police officers participate in safety drills with students and staff. The superintendent is waiting on architectural drawings for the vocational skills room at CEC. The supports for the dropped ceiling and new LED lights have been installed.

- New leadership for the COOR Educational Association (CEA): Hannah Koehler, CEC teacher, is President; Tammy Baudoux, Occupational Therapist, is Vice President; Amber Larrison, Early Childhood Special Education Teacher, is Treasurer; and Emily Gubancik, CEC teacher, is Secretary. They will attend monthly meetings with administrative staff to keep the lines of communication open.

- CTE millage Update: Superintendent Petri attended the Roscommon Commissioners meeting and received positive feedback. He and Natalie Davis have many other presentations scheduled throughout November, December, and January. The presidential primary election date has been set for February 27<sup>th</sup>, so now the official flyers can be commercially printed. Board members may provide information to the community and refer questions to Natalie Davis or Shawn Petri.

11. Communications

- Thank you letter from the family of Bernadine Dosch
- State Bidding Threshold update to \$29,572
- AEAOC minutes- October 9th meeting
- AEAOC agenda - November 11th meeting

12. Adjournment

Adjourn the meeting. This motion, made by Jim Gendernalik and seconded by Brie Molaison,  
Carried (5-0, 2 absent). Time: 7:25

Respectfully submitted,



Rebecca Socia,  
Recording Secretary

Nancy Persing,  
Vice President

B. Approval of Bills for November  
2023 totaling \$1,964,808.07

39

# A/P Check Register

Printed: 12/04/2023 2:47:40PM

COOR ISD

Check Date: 11/1/2023 to 11/30/2023

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
13830	BRIE MOLAISSON	9313	11/09/2023	102373	(97.13)	0.00	(97.13)
<b>Void by CLM on 11/9/2023</b>							
142083	AIMEE MICHALAK	474	11/03/2023	102684	189.24	0.00	189.24
142082	ALAN J. BROOKS	474	11/03/2023	102685	94.66	0.00	94.66
142049	ALORA EHLERT	474	11/03/2023	102686	31.44	0.00	31.44
142081	ALRO STEEL	474	11/03/2023	102687	5,977.78	0.00	5,977.78
141200	AMAZON CAPITAL SERVICES INC	474	11/03/2023	102688	1,185.21	0.00	1,185.21
19598	AMBER LARRISON	474	11/03/2023	102689	534.49	0.00	534.49
18560	ANNMARIE SPEAR	474	11/03/2023	102690	622.26	0.00	622.26
141145	AUSABLE MEDIA GROUP LLC	474	11/03/2023	102691	213.00	0.00	213.00
141990	AYESHA WEBER	474	11/03/2023	102692	89.08	0.00	89.08
1605	BEAR LAKE TWP. TREASURER	474	11/03/2023	102693	1,202.62	0.00	1,202.62
2554	BECKY BUNN	474	11/03/2023	102694	125.76	0.00	125.76
20535	BRENDA VAUGHAN-IDE	474	11/03/2023	102695	251.52	0.00	251.52
2445	BROOKES PUBLISHING CO	474	11/03/2023	102696	975.00	0.00	975.00
2575	BURMAX COMPANY, INC	474	11/03/2023	102697	1,433.47	0.00	1,433.47
8392	CHARLTON HESTON ACADEMY	474	11/03/2023	102698	60,603.29	0.00	60,603.29
19631	CHRISTINA TAPPAN	474	11/03/2023	102699	346.71	0.00	346.71
4100	CONSUMERS ENERGY PAYMENT CENTER	474	11/03/2023	102700	2,069.52	0.00	2,069.52
4400	CRAF CENTER	474	11/03/2023	102701	200.00	0.00	200.00
4495	CRAWFORD AUSABLE DAY CARE	474	11/03/2023	102702	3,520.00	0.00	3,520.00
4440	CRAWFORD AUSABLE SD	474	11/03/2023	102703	18.95	0.00	18.95
141894	CULLIGAN WATER CONDITIONING	474	11/03/2023	102704	166.00	0.00	166.00
4900	DEAN TRANSPORTATION INC	474	11/03/2023	102705	122.35	0.00	122.35
142008	DEANNA EARNHARDT	474	11/03/2023	102706	11.50	0.00	11.50
11056	DESIREE LIPSKI	474	11/03/2023	102707	492.43	0.00	492.43
142069	ELIZABETH MITCHELL	474	11/03/2023	102708	57.64	0.00	57.64
141691	EMILY GUBANCSIK	474	11/03/2023	102709	42.22	0.00	42.22
6260	FEDEX	474	11/03/2023	102710	18.76	0.00	18.76
141724	FIDELITY SECURITY LIFE INSURANCE COMPANY	474	11/03/2023	102711	270.53	0.00	270.53
141697	FUN FIRST THERAPY	474	11/03/2023	102712	41,922.29	0.00	41,922.29
141933	GERRISH FIRE EMS DEPT	474	11/03/2023	102713	979.00	0.00	979.00
141738	GILL-ROY'S HARDWARE	474	11/03/2023	102714	146.28	0.00	146.28
7536	GRAND TRAVERSE RESORT & SPA	474	11/03/2023	102715	157.10	0.00	157.10
141883	HANNAH VANCURA	474	11/03/2023	102716	103.49	0.00	103.49
8520	HOEKSTRA TRANSPORTATION INC	474	11/03/2023	102717	55.00	0.00	55.00
8700	HOME DEPOT CREDIT SERVICES	474	11/03/2023	102718	1,454.31	0.00	1,454.31
142025	HOUGHTON LAKE COOPERATIVE PRESCHOOL INC	474	11/03/2023	102719	20,556.88	0.00	20,556.88
6195	IAN FAULKNER	474	11/03/2023	102720	88.95	0.00	88.95
9385	IOSCO RESA	474	11/03/2023	102721	109,918.02	0.00	109,918.02
142068	JENNIFER BELL	474	11/03/2023	102722	26.86	0.00	26.86
142086	JENNIFER HART	474	11/03/2023	102723	235.15	0.00	235.15
9025	JIM GENDERNALIK	474	11/03/2023	102724	56.20	0.00	56.20
71225	JOSEPH MOORE	474	11/03/2023	102725	83.30	0.00	83.30
141343	KARA MULARZ	474	11/03/2023	102726	73.23	0.00	73.23
141667	KAREN WALTON EBNIT	474	11/03/2023	102727	5,980.00	0.00	5,980.00
19892	KATHRYN TOONSTRA	474	11/03/2023	102728	134.93	0.00	134.93
10020	KEENAN THERAPEUTICS PC	474	11/03/2023	102729	7,093.06	0.00	7,093.06
142073	KIMBALL MIDWEST	474	11/03/2023	102730	9,231.58	0.00	9,231.58
142036	KYM NARAYANA	474	11/03/2023	102731	306.41	0.00	306.41
12280	MAASE	474	11/03/2023	102732	380.00	0.00	380.00
142085	MATTHEW S BOWERMAN	474	11/03/2023	102733	100.00	0.00	100.00
11598	MELISSA MAEDER	474	11/03/2023	102734	527.80	0.00	527.80
3753	MICHELE COCHRANE	474	11/03/2023	102735	292.79	0.00	292.79

39

# A/P Check Register

Printed: 12/04/2023 2:47:40PM

COOR ISD

Check Date: 11/1/2023 to 11/30/2023

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
13690	MISSAUKEE COUNTY TREASURER	474	11/03/2023	102736	14.50	0.00	14.50
13073	MPAAA	474	11/03/2023	102737	90.00	0.00	90.00
15652	NANCY PERSING	474	11/03/2023	102738	167.29	0.00	167.29
141772	NATALIE DAVIS	474	11/03/2023	102739	651.70	0.00	651.70
14205	NCS PEARSON, INC.	474	11/03/2023	102740	385.92	0.00	385.92
14545	NEMCSA	474	11/03/2023	102741	12,551.14	0.00	12,551.14
21278	NICOLE GRACE	474	11/03/2023	102742	397.70	0.00	397.70
15720	PETTY CASH COOR	474	11/03/2023	102743	10.40	0.00	10.40
141711	PURITY CYLINDER GASES INC	474	11/03/2023	102744	5,175.07	0.00	5,175.07
16390	RAY'S PARTS CENTER	474	11/03/2023	102745	153.29	0.00	153.29
18430	REBECCA SOCIA	474	11/03/2023	102746	22.40	0.00	22.40
141124	REBEKAH SEELOW	474	11/03/2023	102747	39.21	0.00	39.21
19081	ROBERT J GORDON DOFAA-INS PLLC	474	11/03/2023	102748	30.00	0.00	30.00
7160	ROSCOMMON AREA PUBLIC SCHOOLS BUSINESS OFFICE	474	11/03/2023	102749	5,153.22	0.00	5,153.22
17030	ROSCOMMON COUNTY TRANSPORTATION AU	474	11/03/2023	102750	2,068.00	0.00	2,068.00
7161	ROSCOMMON FOOD SERVICE	474	11/03/2023	102751	4,707.18	0.00	4,707.18
141583	SALONCENTRIC	474	11/03/2023	102752	701.55	0.00	701.55
17880	SEHI COMPUTER PRODUCTS INC	474	11/03/2023	102753	415.00	0.00	415.00
141983	SHANNON CARLL	474	11/03/2023	102754	8.52	0.00	8.52
15685	SHAWN PETRI	474	11/03/2023	102755	94.02	0.00	94.02
18273	SKILLSUSA INC	474	11/03/2023	102756	0.00	0.00	0.00
<b>Void by KLM on 11/13/2023</b>							
141307	SNAP ON INDUSTRIAL	474	11/03/2023	102757	274.09	0.00	274.09
142084	SOLIANT	474	11/03/2023	102758	4,203.50	0.00	4,203.50
141649	STAPLES	474	11/03/2023	102759	92.56	0.00	92.56
18831	STATE OF MICHIGAN	474	11/03/2023	102760	21,038.00	0.00	21,038.00
20152	TAMMY TYLER	474	11/03/2023	102761	421.69	0.00	421.69
7180	TERESA GERTISER	474	11/03/2023	102762	44.12	0.00	44.12
141511	THALMA HIBBARD	474	11/03/2023	102763	334.05	0.00	334.05
19800	THRUN LAW FIRM P.C.	474	11/03/2023	102764	480.00	0.00	480.00
141944	TRACEY STEIN	474	11/03/2023	102765	794.39	0.00	794.39
141582	VISION CONSULTING LLC	474	11/03/2023	102766	868.53	0.00	868.53
141596	WENDY SCHLOSS	474	11/03/2023	102767	42.58	0.00	42.58
21181	WEST BRANCH ROSE CITY SCHOOL DISTRICT	474	11/03/2023	102768	57,097.24	0.00	57,097.24
20970	WM CORPORATE SERVICES INC	474	11/03/2023	102769	124.83	0.00	124.83
13220	MICHIGAN STATE DISBURSEMENT UNIT	93	11/10/2023	102770	35.17	0.00	35.17
20310	UNITED WAY OF ROSCOMMON COUNTY	93	11/10/2023	102771	2.00	0.00	2.00
8392	CHARLTON HESTON ACADEMY	475	11/08/2023	102772	46,483.48	0.00	46,483.48
4440	CRAWFORD AUSABLE SD	475	11/08/2023	102773	44,334.59	0.00	44,334.59
8420	EAST HIGGINS LAKE TRUE VALUE	475	11/08/2023	102774	217.52	0.00	217.52
6110	FAIRVIEW AREA SCH DIST	475	11/08/2023	102775	18,503.10	0.00	18,503.10
6781	FRONTIER	475	11/08/2023	102776	900.00	0.00	900.00
7552	GRAYLING COOPERATIVE PRESCHOOL, INC.	475	11/08/2023	102777	52,672.39	0.00	52,672.39
8791	HOUGHTON LAKE COMMUNITY SCHOOL	475	11/08/2023	102778	18,338.07	0.00	18,338.07
13651	MIO AUSABLE SCHOOL DISTRICT	475	11/08/2023	102779	35,337.97	0.00	35,337.97
7160	ROSCOMMON AREA PUBLIC SCHOOLS BUSINESS OFFICE	475	11/08/2023	102780	27,755.83	0.00	27,755.83
21181	WEST BRANCH ROSE CITY SCHOOL DISTRICT	475	11/08/2023	102781	60,606.82	0.00	60,606.82
12880	MESSA	99	11/14/2023	102782	4,053.24	0.00	4,053.24
141726	BLUE CROSS BLUE SHIELD OF MI	99	11/14/2023	102783	776.76	0.00	776.76

# A/P Check Register

Printed: 12/04/2023 2:47:40PM

COOR ISD

Check Date: 11/1/2023 to 11/30/2023

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
142013	BLUE CARE NETWORK	99	11/14/2023	102784	179.72	0.00	179.72
14631	NMCAA	477	11/15/2023	102785	6,155.97	0.00	6,155.97
141200	AMAZON CAPITAL SERVICES INC	476	11/17/2023	102786	3,582.75	0.00	3,582.75
141731	AMBER AKIN	476	11/17/2023	102788	708.06	0.00	708.06
551	AMERICAN RED CROSS TRAINING SERVICES	476	11/17/2023	102789	36.00	0.00	36.00
141963	BAY MASONRY	476	11/17/2023	102790	43,766.80	0.00	43,766.80
142013	BLUE CARE NETWORK	476	11/17/2023	102791	33,637.72	0.00	33,637.72
141726	BLUE CROSS BLUE SHIELD OF MI	476	11/17/2023	102792	1,335.84	0.00	1,335.84
141726	BLUE CROSS BLUE SHIELD OF MI	476	11/17/2023	102793	1,055.25	0.00	1,055.25
13830	BRIE MOLAISSON	476	11/17/2023	102794	169.05	0.00	169.05
142070	CAROLINE MONG	476	11/17/2023	102795	80.56	0.00	80.56
142092	CH COMMUNICATION CONSULTING	476	11/17/2023	102796	400.00	0.00	400.00
141931	CHRISTINA PUDVAN	476	11/17/2023	102797	288.07	0.00	288.07
4100	CONSUMERS ENERGY PAYMENT CENTER	476	11/17/2023	102798	112.43	0.00	112.43
16940	COUNTY OF ROSCOMMON COUNTY TREASURER	476	11/17/2023	102799	6.87	0.00	6.87
4400	CRAF CENTER	476	11/17/2023	102800	300.00	0.00	300.00
4400	CRAF CENTER	476	11/17/2023	102801	2,400.00	0.00	2,400.00
4580	CRISIS PREVENTION INSTITUTE	476	11/17/2023	102802	704.85	0.00	704.85
4470	CRWFD CNTY TRANSP AUTH	476	11/17/2023	102803	1,164.00	0.00	1,164.00
4900	DEAN TRANSPORTATION INC	476	11/17/2023	102804	72,426.84	0.00	72,426.84
14312	DON NESTER CHEVROLET, INC.	476	11/17/2023	102805	78.34	0.00	78.34
8416	EARLS BUILDING SUPPLY	476	11/17/2023	102806	6,580.00	0.00	6,580.00
142090	EDGE PARTERSHIPS	476	11/17/2023	102807	300.00	0.00	300.00
142091	EDUCATIONAL AND COMMUNITY SUPPORTS	476	11/17/2023	102808	262.50	0.00	262.50
6781	FRONTIER	476	11/17/2023	102809	737.16	0.00	737.16
141697	FUN FIRST THERAPY	476	11/17/2023	102810	21,766.48	0.00	21,766.48
141738	GILL-ROY'S HARDWARE	476	11/17/2023	102811	45.99	0.00	45.99
141962	GRAND TRAVERSE CONSTRUCTION LLC	476	11/17/2023	102812	42,443.73	0.00	42,443.73
142051	GREAT LAKES CAULKING & WATERPROOFING	476	11/17/2023	102813	900.00	0.00	900.00
141883	HANNAH VANCURA	476	11/17/2023	102814	28.82	0.00	28.82
141969	HARDWOOD HILLS CONSTRUCTION INC	476	11/17/2023	102815	9,973.30	0.00	9,973.30
141981	HEATHER SHARPE	476	11/17/2023	102816	168.86	0.00	168.86
8520	HOEKSTRA TRANSPORTATION INC	476	11/17/2023	102817	582.48	0.00	582.48
8791	HOUGHTON LAKE COMMUNITY SCHOOL	476	11/17/2023	102818	17,305.59	0.00	17,305.59
142025	HOUGHTON LAKE COOPERATIVE PRESCHOOL INC	476	11/17/2023	102819	2,203.24	0.00	2,203.24
142028	HURST MECHANICAL	476	11/17/2023	102820	51,966.27	0.00	51,966.27
9160	IMPACT OFFICE PRODUCTS	476	11/17/2023	102821	467.91	0.00	467.91
141911	INTEGRITY CONSTRUCTION SERVICES	476	11/17/2023	102822	3,699.40	0.00	3,699.40
141970	JE JOHNSON CONTRACTING INC	476	11/17/2023	102823	11,425.72	0.00	11,425.72
142087	Jenny's Sweet N Savory Treats	476	11/17/2023	102824	126.00	0.00	126.00
9025	JIM GENDERNALIK	476	11/17/2023	102825	41.79	0.00	41.79
141997	JIMCO FIRE PROTECTION INC	476	11/17/2023	102826	6,600.00	0.00	6,600.00
141203	JULIE BELL	476	11/17/2023	102827	18.26	0.00	18.26
141343	KARA MULARZ	476	11/17/2023	102828	62.75	0.00	62.75
141120	KAREN L POPE	476	11/17/2023	102829	238.56	0.00	238.56
141488	KATIE FUELLING	476	11/17/2023	102830	372.51	0.00	372.51
10030	KATIE KEITH	476	11/17/2023	102831	326.85	0.00	326.85
10020	KEENAN THERAPEUTICS PC	476	11/17/2023	102832	6,782.98	0.00	6,782.98

# A/P Check Register

Printed: 12/04/2023 2:47:40PM

COOR ISD

Check Date: 11/1/2023 to 11/30/2023

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
141492	KERRI SMITZ	476	11/17/2023	102833	27.50	0.00	27.50
10250	KIRTLAND COMMUNITY COLLEGE	476	11/17/2023	102834	34,385.00	0.00	34,385.00
5155	LI'L WILLIES	476	11/17/2023	102835	115.00	0.00	115.00
141972	LILLIE MEADOWS	476	11/17/2023	102836	648.45	0.00	648.45
8099	MARIE HARRIS	476	11/17/2023	102837	147.51	0.00	147.51
141656	MARK A SLOANE DO PC	476	11/17/2023	102838	3,500.00	0.00	3,500.00
16885	MARY JO RONDO	476	11/17/2023	102839	103.00	0.00	103.00
11952	MATTS LAKE STREET GRILL	476	11/17/2023	102840	250.00	0.00	250.00
12039	MEDLER ELECTRIC CO	476	11/17/2023	102841	268.53	0.00	268.53
141422	MELISA AKERS	476	11/17/2023	102842	375.32	0.00	375.32
12880	MESSA	476	11/17/2023	102843	50,500.86	0.00	50,500.86
141961	METAL ARTS CONSTRUCTION INC	476	11/17/2023	102844	1,790.00	0.00	1,790.00
142077	MICHELLE CULTON EKSTROM	476	11/17/2023	102845	221.39	0.00	221.39
141775	MICHELLE EWALD	476	11/17/2023	102846	375.19	0.00	375.19
141806	MICHELLE MALONEY	476	11/17/2023	102847	50.00	0.00	50.00
142054	MID MICHIGAN ASPHALT PAVING	476	11/17/2023	102848	2,425.20	0.00	2,425.20
13160	MSBO	476	11/17/2023	102849	200.00	0.00	200.00
15652	NANCY PERSING	476	11/17/2023	102850	104.54	0.00	104.54
141987	NORTHERN FLOOR AND TILE SERVICE INC	476	11/17/2023	102851	1,240.40	0.00	1,240.40
141988	NORTHERN MICHIGAN METAL ROOFING LLC	476	11/17/2023	102852	8,600.00	0.00	8,600.00
142029	PARAMOUNT PAINTING 2.0 LLC	476	11/17/2023	102853	6,500.00	0.00	6,500.00
16105	PRO-TECH CABLING SYSTEMS, INC	476	11/17/2023	102854	12,473.85	0.00	12,473.85
141711	PURITY CYLINDER GASES INC	476	11/17/2023	102855	8,924.93	0.00	8,924.93
16250	QUILL CORP	476	11/17/2023	102856	110.03	0.00	110.03
16380	RAVEN ANALYTICAL LAB	476	11/17/2023	102857	60.00	0.00	60.00
16390	RAY'S PARTS CENTER	476	11/17/2023	102858	229.03	0.00	229.03
18430	REBECCA SOCIA	476	11/17/2023	102859	231.87	0.00	231.87
141124	REBEKAH SELOW	476	11/17/2023	102860	323.44	0.00	323.44
19081	ROBERT J GORDON DOFAA-INS PLLC	476	11/17/2023	102861	36.00	0.00	36.00
7160	ROSCOMMON AREA PUBLIC SCHOOLS BUSINESS OFFICE	476	11/17/2023	102862	36,003.01	0.00	36,003.01
7161	ROSCOMMON FOOD SERVICE	476	11/17/2023	102863	571.00	0.00	571.00
141893	SCHOOL PSYCHOLOGICAL SERVICES PLLC	476	11/17/2023	102864	8,754.00	0.00	8,754.00
142093	SCOTT BELTZ	476	11/17/2023	102865	584.73	0.00	584.73
17811	SCOTT'S MINI STORAGE	476	11/17/2023	102866	40.00	0.00	40.00
141992	SHARON MCMILLAN	476	11/17/2023	102867	84.89	0.00	84.89
141947	SHULL TRANSPORT INC	476	11/17/2023	102868	7,990.00	0.00	7,990.00
142030	SIWECKI BUILDERS INC	476	11/17/2023	102869	7,541.80	0.00	7,541.80
142089	SKILLSUSA MICHIGAN	476	11/17/2023	102870	275.00	0.00	275.00
142084	SOLIAANT	476	11/17/2023	102871	2,556.77	0.00	2,556.77
141208	SOMER QUINLAN	476	11/17/2023	102872	118.53	0.00	118.53
18555	SPARTAN STORES LLC	476	11/17/2023	102873	304.77	0.00	304.77
141994	STACY SHAFTO	476	11/17/2023	102874	47.03	0.00	47.03
18870	STATE OF MICHIGAN	476	11/17/2023	102875	900.04	0.00	900.04
19144	SUMMIT FIRE PROTECTION	476	11/17/2023	102876	720.00	0.00	720.00
1415	TAMMY BAUDOUX	476	11/17/2023	102877	516.80	0.00	516.80
141663	TOWN & COUNTRY STORAGE	476	11/17/2023	102878	342.00	0.00	342.00
8232	TRACY HENDERSHOTT	476	11/17/2023	102879	3,708.65	0.00	3,708.65
141630	TWO RARE DESIGN	476	11/17/2023	102880	752.00	0.00	752.00
141835	VICTORIA JENSEN	476	11/17/2023	102881	21.06	0.00	21.06
141582	VISION CONSULTING LLC	476	11/17/2023	102882	799.93	0.00	799.93
20900	WALMART BUSINESS CARD	476	11/17/2023	102883	202.97	0.00	202.97
21110	WEINLANDER-FITZHUGH-	476	11/17/2023	102884	3,000.00	0.00	3,000.00
21111	WEISS PLUMBING & HEATING	476	11/17/2023	102885	3,060.00	0.00	3,060.00

42

# A/P Check Register

Printed: 12/04/2023 2:47:40PM

COOR ISD

Check Date: 11/1/2023 to 11/30/2023

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
21235	WEXFORD-MISSAUKEE ISD	476	11/17/2023	102886	55.00	0.00	55.00
21770	XEROX CORP	476	11/17/2023	102887	1,408.94	0.00	1,408.94
13220	MICHIGAN STATE DISBURSEMENT UNIT	93	11/24/2023	102888	35.17	0.00	35.17
19978	TSA CONSULTING GROUP INC	93	11/24/2023	102889	1,710.00	0.00	1,710.00
20310	UNITED WAY OF ROSCOMMON COUNTY	93	11/24/2023	102890	2.00	0.00	2.00
225	AFLAC	99	11/28/2023	102891	1,164.42	0.00	1,164.42
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	99	11/30/2023	102892	500.16	0.00	500.16
141200	AMAZON CAPITAL SERVICES INC	478	11/30/2023	102893	1,554.54	0.00	1,554.54
141720	AMERICAN UNITED LIFE INSURANCE COMPANY	478	11/30/2023	102894	933.42	0.00	933.42
141937	ANGIE STERN	478	11/30/2023	102895	420.00	0.00	420.00
141145	AUSABLE MEDIA GROUP LLC	478	11/30/2023	102896	213.00	0.00	213.00
2554	BECKY BUNN	478	11/30/2023	102897	178.16	0.00	178.16
20535	BRENDA VAUGHAN-IDE	478	11/30/2023	102898	284.27	0.00	284.27
142070	CAROLINE MONG	478	11/30/2023	102899	30.00	0.00	30.00
8392	CHARLTON HESTON ACADEMY	478	11/30/2023	102900	41,330.03	0.00	41,330.03
142039	COMPTIA + TESTOUT	478	11/30/2023	102901	1,800.00	0.00	1,800.00
4495	CRAWFORD AUSABLE DAY CARE	478	11/30/2023	102902	480.00	0.00	480.00
4440	CRAWFORD AUSABLE SD	478	11/30/2023	102903	13.10	0.00	13.10
141894	CULLIGAN WATER CONDITIONING	478	11/30/2023	102904	100.00	0.00	100.00
141732	DM BURR GROUP	478	11/30/2023	102905	18,471.03	0.00	18,471.03
14312	DON NESTER CHEVROLET, INC.	478	11/30/2023	102906	60.31	0.00	60.31
5385	DTE ENERGY	478	11/30/2023	102907	1,901.30	0.00	1,901.30
5812	EMERGENCY SERVICES OF HOUGHTON LAKE	478	11/30/2023	102908	1,875.01	0.00	1,875.01
141715	EMILY BORESON	478	11/30/2023	102909	30.00	0.00	30.00
141691	EMILY GUBANCSIK	478	11/30/2023	102910	56.33	0.00	56.33
141903	FUHR'S GRAYLING CAR CARE CORPORATION	478	11/30/2023	102911	556.48	0.00	556.48
141697	FUN FIRST THERAPY	478	11/30/2023	102912	23,413.43	0.00	23,413.43
7552	GRAYLING COOPERATIVE PRESCHOOL, INC.	478	11/30/2023	102913	74,049.59	0.00	74,049.59
141883	HANNAH VANCURA	478	11/30/2023	102914	20.25	0.00	20.25
141941	HELEN SHASTAL	478	11/30/2023	102915	309.69	0.00	309.69
8520	HOEKSTRA TRANSPORTATION INC	478	11/30/2023	102916	36.52	0.00	36.52
141459	Inacomp	478	11/30/2023	102917	2,696.00	0.00	2,696.00
9385	IOSCO RESA	478	11/30/2023	102918	110,029.02	0.00	110,029.02
142068	JENNIFER BELL	478	11/30/2023	102919	14.41	0.00	14.41
142086	JENNIFER HART	478	11/30/2023	102920	20.00	0.00	20.00
15344	JESSICA PARTAKA	478	11/30/2023	102921	52.40	0.00	52.40
142096	JORDAN ROBERTO	478	11/30/2023	102922	30.00	0.00	30.00
141203	JULIE BELL	478	11/30/2023	102923	26.46	0.00	26.46
141667	KAREN WALTON EBNIT	478	11/30/2023	102924	4,582.50	0.00	4,582.50
10020	KEENAN THERAPEUTICS PC	478	11/30/2023	102925	5,705.18	0.00	5,705.18
142062	MEAGHAN MAYNARD	478	11/30/2023	102926	119.71	0.00	119.71
141288	MELANIE GREEN	478	11/30/2023	102927	683.17	0.00	683.17
141820	MICHELE MILLER	478	11/30/2023	102928	30.00	0.00	30.00
13690	MISSAUKEE COUNTY TREASURER	478	11/30/2023	102929	22.17	0.00	22.17
21278	NICOLE GRACE	478	11/30/2023	102930	609.81	0.00	609.81
14631	NMCAA	478	11/30/2023	102931	2,010.92	0.00	2,010.92
15100	OSCODA COUNTY TREAS	478	11/30/2023	102932	22.98	0.00	22.98
15730	PETTY CASH ROOC	478	11/30/2023	102933	92.61	0.00	92.61
15880	PITNEY BOWES INC	478	11/30/2023	102934	132.79	0.00	132.79
141263	PRESENCE LEARNING, INC.	478	11/30/2023	102935	35,456.00	0.00	35,456.00
16155	PUBLIC CONSULTING GROUP, INC	478	11/30/2023	102936	26,823.68	0.00	26,823.68

# A/P Check Register

Printed: 12/04/2023 2:47:40PM

COOR ISD

Check Date: 11/1/2023 to 11/30/2023

Vendor #	Vendor Name	Batch #	Check Date	Check #	Checks	Direct Deposit	Total
16250	QUILL CORP	478	11/30/2023	102937	106.19	0.00	106.19
16390	RAY'S PARTS CENTER	478	11/30/2023	102938	708.95	0.00	708.95
7160	ROSCOMMON AREA PUBLIC SCHOOLS BUSINESS OFFICE	478	11/30/2023	102939	110.78	0.00	110.78
7161	ROSCOMMON FOOD SERVICE	478	11/30/2023	102940	6,278.94	0.00	6,278.94
142046	SARA MASTERS	478	11/30/2023	102941	30.00	0.00	30.00
15685	SHAWN PETRI	478	11/30/2023	102942	328.79	0.00	328.79
141307	SNAP ON INDUSTRIAL	478	11/30/2023	102943	266.68	0.00	266.68
142084	SOLIANT	478	11/30/2023	102944	2,166.75	0.00	2,166.75
19370	SYLVESTER'S	478	11/30/2023	102945	74.00	0.00	74.00
141834	TEXAS CHRISTIAN UNIVERSITY	478	11/30/2023	102946	3,500.00	0.00	3,500.00
19800	THRUN LAW FIRM P.C.	478	11/30/2023	102947	330.00	0.00	330.00
20571	VERIZON WIRELESS	478	11/30/2023	102948	1,147.65	0.00	1,147.65
141833	WEST BRANCH NAPA AUTO TRUCK	478	11/30/2023	102949	929.92	0.00	929.92
21181	WEST BRANCH ROSE CITY SCHOOL DISTRICT	478	11/30/2023	102950	45,404.00	0.00	45,404.00
2651	XELLO INC	478	11/30/2023	102951	167.96	0.00	167.96
20152	TAMMY TYLER	479	11/30/2023	102952	550.07	0.00	550.07
141103	ORS	94	11/03/2023	201705247	0.00	78,163.72	78,163.72
141105	HEALTH EQUITY	94	11/10/2023	201705248	0.00	2,109.24	2,109.24
20245	US TREASURY	94	11/10/2023	201705249	0.00	41,404.20	41,404.20
20245	US TREASURY	94	11/17/2023	201705250	0.00	109.04	109.04
20245	US TREASURY	96	11/17/2023	201705251	0.00	62.96	62.96
141103	ORS	94	11/17/2023	201705252	0.00	76,775.11	76,775.11
141105	HEALTH EQUITY	94	11/24/2023	201705253	0.00	3,309.24	3,309.24
141106	MICHIGAN DEPT OF TREASURY	94	11/24/2023	201705254	0.00	15,241.10	15,241.10
20245	US TREASURY	94	11/24/2023	201705255	0.00	46,912.97	46,912.97
<b>Report Totals</b>					<b>\$1,700,720.49</b>	<b>\$264,087.58</b>	<b>\$1,964,808.07</b>

C. Approve Revenue & Expenditure  
Reports for November 2023

46

**Revenue and Expenditure Report  
GENERAL FUND  
11/30/2023**

Revenue	November Activity	Open Encumbrance	Year to Date	Adopted Budget	
100	Revenue from Local Sources	19,908	-	260,768	1,092,778
300	Revenue from State Sources	2,645,420	-	3,065,121	4,996,310
400	Revenues from Federal Sources	-	-	104,357	1,183,219
500	LEAs	28	-	164,257	412,921
600	Fund Modifications (Transfers In)	-	-	-	-
	<b>Total Revenue</b>	<b>2,665,356</b>	<b>-</b>	<b>3,594,503</b>	<b>7,685,228</b>

Expense	November Activity	Open Encumbrance	Year to Date	Adopted Budget	
125	Compensatory Education	132	0	132	5,461
211	Truancy	0	0	0	5,000
213	Behavioral Services	18,188	1,418	60,873	200,757
216	Social Work Services	18,745	0	117,688	746,881
221	Improvement of Instruction	48,870	3,599	287,617	762,637
226	Supervision of Instructional Staff	17,590	22	92,689	248,451
229	Other Instructional Staff Services	12,031	0	62,787	150,215
231	Board of Education	1,743	0	30,957	149,143
232	Executive Administration	28,911	85	198,368	383,817
252	Fiscal Services	24,216	0	156,381	317,906
259	Other Business Services	2	0	2,030	3,200
261	Operations Buildings Services	6,432	758	29,072	131,170
283	Staff/Personnel Services	0	0	2,557	3,000
284	Information Management Services	1,514	966	181,296	234,450
285	Pupil Accounting	7,668	0	46,625	104,040
299	Other Support Services	0	0	314	2,500
311	Community Services Direction	15,349	110	29,451	-
331	Community Activities	6,856	1,384	78,964	128,662
351	Custody and Care of Children	39,653	139	236,383	170,267
411	Payments to LEAs GSRP	397,224	0	894,946	2,550,040
445	TRAILS GRANT SEC 31 P	0	0	0	625,000
456	Building Improvements Services	0	0	8,545	5,000
626	Fund Modifications (Transfers Out)	0	0	0	360,000
	<b>Total Expense</b>	<b>645,123</b>	<b>8,481</b>	<b>2,517,676</b>	<b>7,287,597</b>

Revenues over Expenses

1,076,826

12/4/2023  
11:05 AM

**Revenue and Expenditure Report  
SPECIAL EDUCATION FUND  
11/30/2023**

Revenue	November Activity	Open Encumbrance	Year to Date	Adopted Budget	
100	Revenue from Local Sources	114,699	-	881,950	3,468,500
300	Revenue from State Sources	61,373	-	351,810	2,844,495
400	Revenues from Federal Sources	661,547	-	1,122,263	2,996,839
500	Incoming Transfers and Other Transactions	-	-	5,240	758,068
600	Fund Modifications (Other Operating Transfers In)	-	-	-	70,000
	<b>Total Revenue</b>	<b>837,619</b>	<b>-</b>	<b>2,361,262</b>	<b>10,137,902</b>

Expense	November Activity	Open Encumbrance	Year to Date	Adopted Budget	
122	Instruction	226,116	4,002	826,725	2,251,894
212	Early On	10,876	1,013	49,636	299,991
213	Health Services	65,217	356	202,227	547,716
214	Psychological Services	56,377	-	93,966	238,475
215	Speech Pathology and Audiology Services	128,385	-	289,560	781,932
216	Social Work Services	26,618	-	74,449	334,197
217	Visual Aid Services	1,668	-	4,163	31,200
218	Teacher Consultant-Special Education Programs	11,744	-	46,566	134,881
221	Improvement of Instruction	695	-	4,977	11,732
226	Supervision and Direction of Instructional Staff	43,091	-	230,427	369,400
231, 232, 252	Board of Education, Fiscal, Executive	8,595	-	55,729	81,307
241	Office of the Principal	21,219	232	103,521	187,209
249	Graduation Supplies and Materials	-	-	-	600
259	Other Business Services	5	-	6,599	18,728
261	Operations Buildings Services	28,228	45	106,256	271,004
271	Pupil Transportation Services	81,087	825	318,267	1,020,986
281	Planning, Research, Development, and Evaluation	12,351	-	66,739	150,914
284	Information Management Services	3,424	-	3,628	9,433
299	Staff Appreciation	-	-	106	-
371	Non-Public School Pupils	-	-	1,131	30,000
391	Early On Grant Expenses	-	-	25,790	25,790
411	Payments to LEAs	251,360	-	372,015	2,284,719
441	Payments to Other Govern. Entities	21,038	-	21,897	48,600
456	Building Improvements Services	-	-	399,892	422,810
	<b>Total Expense</b>	<b>998,094</b>	<b>6,473</b>	<b>3,304,262</b>	<b>9,553,518</b>

Revenues over Expenses

(943,000)

12/4/2023  
12:26 PM

**Revenue and Expenditure Report  
ROOC FUND  
11/30/2023**

Revenue

	November Activity	Open Encumbrance	Year to Date	Adopted Budget
INTEREST	-	-	74	775
PRODUCTION	6,983	-	12,967	30,000
DONATIONS	-	-	77	11,500
GRANTS	-	-	82,397	82,397
SERVICES	438	-	289,198	881,000
STATE	15,714	-	15,714	54,135
Total Revenue	23,135	-	400,427	1,059,807

Expense

232	Program Administration	18,858	101	99,428	229,395
252	Fiscal Services	1,068	-	5,872	14,679
259	Other Business Services	-	-	2,802	2,802
261	Operations Buildings Services	8,317	388	38,120	80,708
271	Transportation	3,478	276	100,528	138,878
284	Technology	-	-	-	1,100
289	Consumers	2,930	587	22,266	74,065
290	Staff Retention	-	-	-	522
321	Summer Work Program	433	-	25,407	40,275
391	Direct Care Workers and Supervision	32,859	22	177,941	466,718
	Total Expense	67,944	1,373	472,364	1,049,142

Revenues over Expenses

(71,937)

12/4/2023  
1:05 PM

**Revenue and Expenditure Report  
CAREER TECH FUND  
11/30/2023**

Revenue		November Activity	Open Encumbrance	Year to Date	Adopted Budget
4000	PERKINS	-		19,664.44	167,242
3440	61 A	32,630.80		65,261.59	372,624
3550	61 B	23,642.65		23,642.65	383,078
3790	61 C	347,557.33		347,557.33	576,923
2530	61 I	183,794.60		183,794.60	183,795
0000	CTE	(27,875.50)		226,260.81	491,709
Total Revenue		559,749.88	-	866,181.42	2,175,371

Expense		November Activity	Open Encumbrance	Year to Date	Adopted Budget
4000	PERKINS	27,144	1,650	65,792	167,242
3440	61 A	27,682	59,797	92,472	372,624
3550	61 B	39,160	-	48,751	383,078
3790	61 C	87,728	287,628	366,651	576,923
2530	61 I	-	-	25,482	183,795
0000	CTE	50,317	45	218,584	469,964
Total Expense		232,030	349,121	817,731	2,153,626

Revenues over Expenses

48,451

12/4/2023  
3:49 PM

D. Approve the Early Childhood Support Network Subrecipient Contract and Scope of Work with the Eastern Upper Peninsula ISD for Great Start to Quality Resource Center as well as the contract with the Early Childhood Investment Corporation (ECIC) for the Infant/Toddler Quality Improvement program for Oct 1, 2023 to Sept 30, 2024

51

**Eastern Upper Peninsula Intermediate School District**  
**315 Armory Place**  
**Sault Ste. Marie, MI 49783**  
**(906) 632-3373**

**EARLY CHILDHOOD SUPPORT NETWORK**  
**SUBRECIPIENT CONTRACT**

<b>Subrecipient</b> Northeast Resource Center C.O.O.R. ISD 11051 N. Cut Road Roscommon, MI 48653	<b>Telephone:</b> 877-614-7328  <b>Federal ID Number:</b> 38-1791360
<b>Subrecipient Contact</b> Shawn Petri, COOR ISD Superintendent Katie Ketih, COOR ISD Director of Early Childhood Helen Shastal, Northeast Resource Center Co-Director Chris Tappan, Northeast Resource Center Co-Director	<b>Email</b> <a href="mailto:spetri@coordisd.net">spetri@coordisd.net</a> <a href="mailto:keithk@coorisd.net">keithk@coorisd.net</a> <a href="mailto:shastalh@coorisd.net">shastalh@coorisd.net</a> <a href="mailto:tappanc@coorisd.net">tappanc@coorisd.net</a>
<b>Northern Early Childhood Support Network Contacts:</b> <ul style="list-style-type: none"> <li>• ECSN Project Lead: Jessica Savoie, <a href="mailto:jessicas@eupschools.org">jessicas@eupschools.org</a></li> <li>• ECSN Administrator: Alicia Lawlor, <a href="mailto:alawlor@eupschools.org">alawlor@eupschools.org</a></li> <li>• ECSN Finance Contact: Tracy McCord, <a href="mailto:tmccord@eupschools.org">tmccord@eupschools.org</a></li> </ul>	
<b>Description:</b> Great Start to Quality Resource Center – Child Care Development Funds (CCDF) Northeast Resource Center	
<b>Subrecipient Contract Period:</b> October 1, 2023 to September 30, 2024	
<b>Subrecipient Award:</b> \$519,316.73 Quality Improvement: \$313,888.73      Infant & Toddler: \$205,428 <b>The terms and conditions of this Contract including award amounts are contingent upon the FY24 allocation and allowable costs from the Michigan Department of Education. All spending must be federally allowable. Final allocations will be released upon approval of a state budget and notification from the Michigan Department of Education Office of Great Start.</b>	
<p>Funds provided to the Great Start to Quality Resource Center by the Eastern Upper Peninsula Intermediate School District (EUPISD) are intended to support the core costs for implementation of annual Great Start to Quality Resource Center Scope of Work. Resource Centers are encouraged to develop a budget that uses funds efficiently while ensuring the performance measures are achieved. The EUPISD reserves the right to disallow fund usage for expenditures beyond the specified Scope of Work or for items deemed unreasonable or not cost-effective.</p> <p>In the event of any conflicts between the specifications, terms and conditions indicated by the Eastern Upper Peninsula Intermediate School District and those indicated by the sub-recipient, those of the Eastern Upper Peninsula Intermediate School District take precedence.</p> <p>By signing this Contract the applicant certifies that it will agree to perform all actions and support all intentions stated in this Contract and will comply with all state and federal regulations and requirements pertaining to this subrecipient award.</p>	

SUBRECIPIENT

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

\_\_\_\_\_  
 Authorized Signature & Date

\_\_\_\_\_  
 Authorized Signature & Date

**TABLE OF CONTENTS**

**Section I. Terms & Conditions** \_\_\_\_\_ **Pages 3 - 9**

- A. Subrecipient
- B. Compliance with Applicable Laws
- C. Subrecipient Contract Period
- D. Insurance Coverage
- E. Confidentiality
- F. Dispute Resolution
- G. Indemnification
- H. Disparagement
- I. Record Retention and Access to Records
- J. Procurement
- K. Subcontracts
- L. Ownership of Work Product
- M. Publication- Approval and Copyright
- N. Legal Effect
- O. Responsibility of Personnel
- P. Change Requests
- Q. Termination of Contract
- R. Continuing Responsibilities
- S. Transition Responsibilities
- T. Contract Inclusiveness/Amendment
- U. Stop Work Orders

**Section II. Scope of Work Plans & Performance Monitoring** \_\_\_\_\_ **Pages 9 - 11**

- A. Performance Monitoring Requirement
- B. Activities Allowed
- C. Deviations from Scope of Work Plans
- D. Scope of Work Changes

**Section III. Fiscal Management** \_\_\_\_\_ **Pages 12-15**

- A. Payment of Funds for the Purposes of this Contract
- B. Allowable Costs
- C. Reimbursement Schedule
- D. Final Obligations
- E. Fiscal Monitoring
- F. Budget Amendments
- G. Reporting
- H. Audits
- I. Audit Requirements
- J. Audit Sanctions
- K. Warranties & Representations
- L. Management Responsibility
- M. Fees and Other Sources of Funding

**Section IV. Federal Terms & Conditions** \_\_\_\_\_ **Pages 16-20**

- A. Assurance regarding compliance with grant program requirements
- B. Assurance concerning materials developed with funds awarded under this grant
- C. Certification regarding nondiscrimination under federally and state assisted programs.
- D. Certification regarding Title II of the Americans with Disabilities Act (ADA)
- E. Certification regarding Title III of the Americans with Disabilities Act (ADA)
- F. Certification regarding nondiscrimination under federally and state assisted programs

- G. Debarment and Suspension.
- H. HHS certification regarding drug-free workplace requirements:
- I. Certification of Compliance with the Pro-Children Act of 1994:
- J. Certification regarding lobbying
- K. Hatch Political Activity and Intergovernmental Personnel Act
- L. Prohibition Against Using Funds to Support Religious Activities
- M. Health Insurance Portability and Accountability Act
- N. Childcare & Development Program Assurances

**Appendix A. Resource Center Scope of Work Plan**

**Section I. Subrecipient Terms and Conditions**

**Contained within this Section:**

- A. Subrecipient
- B. Compliance with Applicable Laws
- C. Subrecipient Contract Period
- D. Insurance Coverage
- E. Confidentiality
- F. Dispute Resolution
- G. Indemnification
- H. Disparagement
- I. Record Retention and Access to Records
- J. Procurement
- K. Subcontracts
- L. Ownership of Work Product
- M. Publication- Approval and Copyright
- N. Legal Effect
- O. Responsibility of Personnel
- P. Change Requests
- Q. Termination of Contract
- R. Continuing Responsibilities
- S. Transition Responsibilities
- T. Contract Inclusiveness/Amendment
- U. Stop Work Orders

**A. Subrecipient**

This Contract constitutes a subrecipient relationship with the Eastern Upper Peninsula Intermediate School District (also referred to as EUPISD).

**B. Compliance with Applicable Laws**

The Subrecipient will comply with applicable federal and state laws, guidelines, rules and regulations in carrying out the terms of this Contract. The Subrecipient will also comply with all applicable general administrative requirements such as OMB Circulars; A-110, A-87, A-122, and A-133, along with 200 CFR Part 2 Subpart E and F and 45 CFR Part 75 Subpart F, which is specific to the Child Care and Development Fund (CCDF), implemented through applicable portions of the associated “Common Rule” and covering cost principles, grant/Contract principles, and audits in carrying out the terms of this Contract.

### **C. Subrecipient Contract Period**

This Contract is entered into between EUPISD and the Subrecipient based on a Grant Contract with the Michigan Department of Education - Office of Great Start and the EUPISD effective October 1, 2023 (the "Grant Contract"). The terms of the Grant Contract will govern this Contract in the case of any conflict between this Contract and the Grant Contract.

### **D. Insurance Coverage**

The Subrecipient agrees the Eastern Upper Peninsula Intermediate School District assumes no responsibility or liability for the Subrecipient's operations. Thus, the Subrecipient shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the Subrecipient's operations under the terms of the Contract and provide proof of such insurance coverage upon request to the Eastern Upper Peninsula Intermediate School District prior to the effective date of this Contract.

Unemployment compensation coverage and worker's compensation insurance shall be maintained by the Subrecipient in accordance with applicable Federal and State laws and regulations. The Subrecipient shall provide and maintain general, event, professional, medical and/or automobile liability including non-owned auto insurance in such amounts as necessary to cover all claims which may arise out of the Subrecipient's operations under the terms of the Contract and provide proof of such insurance coverage to the Eastern Upper Peninsula Intermediate School District upon request.

The Subrecipient agrees to provide evidence that all applicable insurance policies related to the Subrecipient's negligence arising out of the requirements of this Contract will not cause the policy to be cancelled, materially changed, or not renewed without thirty (30) days' prior written notice to the Eastern Upper Peninsula Intermediate School District.

Except where the Superintendent of Eastern Upper Peninsula Intermediate School District has approved an exception in writing, the Subrecipient shall require all its subrecipients or contractors under the Contract to purchase and maintain the insurance coverage as described above for the Subrecipient in connection with the performance of work by those subrecipients/contractors.

The Subrecipient shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto.

### **E. Confidentiality**

The Subrecipient and the Eastern Upper Peninsula Intermediate School District each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. The use or disclosure of any confidential information, including information concerning services, applicants, or recipients obtained in connection with the performance of the Contract shall be restricted to purposes directly connected to the administration of the programs implemented by this Contract.

The Michigan Department of Education's Office of Great Start (MDE-OGS) is the owner of all data made available by the MDE-OGS to the Subrecipient, its agents, contractors, or representatives under this Contract. The Subrecipient will not use the MDE-OGS data for any purpose other than providing the services, nor will any part of the MDE-OGS data be disclosed, sold, assigned, leased or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Subrecipient. No employees of the Subrecipient, other than those on a strictly need-to-know basis, will have access to the MDE-OGS data. Subrecipient will not possess or assert any lien or other right against the MDE-OGS data. The Subrecipient must comply at all times with all laws and regulations applicable to the personal identifying information.

## **F. Dispute Resolution**

The Subrecipient shall notify the Eastern Upper Peninsula Intermediate School District in writing of intent to pursue a claim against the Eastern Upper Peninsula Intermediate School District for breach of any terms of this Contract. No suit may be commenced by the Subrecipient for breach of this Contract prior to the expiration of ninety (90) days from the date of such notification. Within this ninety (90) day period, the Subrecipient, at the request of the Eastern Upper Peninsula Intermediate School District, must meet with the Superintendent of the Eastern Upper Peninsula Intermediate School District or designee for the purpose of attempting resolution of the dispute.

## **G. Indemnification**

To the extent permitted by law, the Subrecipient will hold harmless and indemnify Eastern Upper Peninsula Intermediate School District and its agents and employees from and against any and all liability, loss, claims, potential claims, demands, suits, costs, fines, and expenses including actual attorneys' fees, expert witness fees, and interest, and any other liability whatsoever arising out of, or in connection with, the performance of any the of services or any work relating to this Contract; or a breach of Contract in any manner, directly or indirectly, by any act or omission, negligent or otherwise, of the Subrecipient or any person or persons acting for or on behalf of the Subrecipient. It is specifically provided, however, that the Subrecipient will not be required to indemnify the Eastern Upper Peninsula Intermediate School District for any damages arising out of or to the extent caused by the Eastern Upper Peninsula Intermediate School District negligence or breach of Contract. The foregoing obligations of the Subrecipient include direct claims by the Eastern Upper Peninsula Intermediate School District against the Subrecipient without the necessity of a third-party claim. The obligations stated above of the Subrecipient are not limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Subrecipient, or an employee of the Subrecipient, or a subrecipient of the Subrecipient under workers' compensation acts, disability benefit acts, or other employee benefits acts. The coverage provided by the Subrecipient will include negotiating, settling, litigating, arbitrating, mediating, or indemnifying or holding harmless the Eastern Upper Peninsula Intermediate School District in any administrative proceeding.

## **H. Disparagement**

The Subrecipient agrees that, during the term of this Contract and at all times thereafter, the Subrecipient shall not, in any written or oral communications with the press or other media or any customer, client or supplier of State of Michigan/Department of Education/Office of Great Start or the Eastern Upper Peninsula Intermediate School District, or any of State of Michigan/Department of Education/Office of Great Start or the Eastern Upper Peninsula Intermediate School District affiliates, criticize, ridicule or make any statement which disparages or is derogatory of State of Michigan/Department of Education/Office of Great Start, the Eastern Upper Peninsula Intermediate School District, its affiliates or any of their respective directors or senior leadership.

## **I. Record Retention & Access to Records**

Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained, in the sub recipient's administrative offices, for a period of six years from the date of the submission of the final expenditure report. If the award is being reviewed or audited, records will be retained until completion of the review/audit.

In addition, records must be retained in accordance with the *Records Retention and Disposal Schedule for Michigan Public Schools* as revised on December 7, 2010. Relatedly, the Subrecipient acknowledges the Eastern Upper Peninsula Intermediate School District obligation to comply with the Freedom of Information Act and other public records laws, and at the Eastern Upper Peninsula Intermediate School District request shall promptly furnish the Eastern Upper Peninsula Intermediate School District with those statements, records, and information related to or arising out of this Contract to comply with applicable law.

## **J. Procurement**

The Subrecipient warrants and represents that all purchase transactions, whether negotiated or advertised, will be conducted openly and competitively in accordance with the principles and requirements of OMB Circular A-87, A133, along with 2 CFR Part 2 Subpart F and 45 CFR Part 75 Subpart F, which are specific to CCDF, or A-102 (as revised), and implemented through applicable portions of 45CFR Subtitle A, Section 92.36, as promulgated by responsible federal contractor(s). Records sufficient to document the significant history of all purchases must be maintained for a minimum of five (5) years after the later of the end of the Contract term or the termination of this Contract.

## **K. Subcontracts**

The Subrecipient warrants and represents:

- That a written subcontract will be executed by all affected parties prior to the initiation of any new subcontract activity.
- That any executed subcontract to this Contract will require the subcontractor to comply with all applicable terms and conditions of this Contract. In the event of a conflict between this Contract and the provisions of the subcontract, the provisions of this Contract will prevail. A conflict between this Contract and a subcontract, however, will not be deemed to exist where the subcontract:
  - Contains additional non-conflicting provisions not set forth in this Contract.
  - Restates provisions of this Contract to afford the Subrecipient the same or substantially the same rights and privileges as the Eastern Upper Peninsula Intermediate School District or requires the Subcontractor to perform duties and/or services in less time than that afforded the Subrecipient in this Contract.
  - Does not affect the Subrecipient's accountability to the Eastern Upper Peninsula Intermediate School District for the subcontracted activity.
- That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.

That the Subrecipient will submit all written contracts, and subcontracts funded by this Contract that are in excess of \$100,000 to the Eastern Upper Peninsula Intermediate School District prior to execution for review and approval to ensure compliance with the CCDF State Plan, applicable state and federal laws and regulations. For other contracts related to this Contract, the Subrecipient will permit the Eastern Upper Peninsula Intermediate School District, or its designee, to visit the Subrecipient's offices and review and evaluate as requested. The Eastern Upper Peninsula Intermediate School District will provide five business days' notice prior to the review.

## **L. Ownership of Work Product**

All Deliverables, work product, or works of authorship produced under this Contract shall be owned by the Eastern Upper Peninsula Intermediate School District and shall be considered works made for hire by the Subrecipient for the Eastern Upper Peninsula Intermediate School District. In the event that any deliverable, work product, or work of authorship produced under this Contract is not considered a work for hire, then the Subrecipient hereby assigns all right, title, and interest to the Eastern Upper Peninsula Intermediate School District effective as of the effective date of this Contract.

## **M. Publication - Approval and Copyright**

The Eastern Upper Peninsula Intermediate School District shall have copyright, property and publication rights in all written or visual material or other work products developed in connection with this Contract. The Subrecipient shall not publish or distribute any printed or visual material relating to the services provided under this Contract without prior written permission of the Eastern Upper Peninsula Intermediate

School District. All materials must meet the equity, diversity, and inclusion criteria as defined by MDE OGS and Early Childhood Support Network.

If the Subrecipient or an agent of the Subrecipient creates and/or reproduces under these Contract materials which are developed for consumption by the general public or as a general information tool, the Subrecipient or its agent must include the statement referenced below, as applicable:

- Funding from the Office of Great Start within the Michigan Department of Education supports the implementation of Great Start

News releases (including promotional literature and commercial advertisements) pertaining to this Contract shall not be made without prior written Eastern Upper Peninsula Intermediate School District approval, and then only in accordance with the explicit written instructions from the Eastern Upper Peninsula Intermediate School District. No results of the activities associated with the Contract are to be released without prior written approval of the EUPISD and then only to persons designated.

#### **N. Legal Effect**

Except as otherwise agreed in writing by the parties, the Eastern Upper Peninsula Intermediate School District assumes no liability for costs incurred by the Subrecipient or payment under this Contract, until Subrecipient is notified in writing that this Contract has been approved by the Eastern Upper Peninsula Intermediate School District and has been signed by all the parties.

#### **O. Responsibility of Personnel**

The Subrecipient must demonstrate that every viable effort will be made to ensure that a diverse pool of individuals is obtained for personnel working on this project. Subrecipient shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by the Subrecipient to perform the Services. The Subrecipient will not remove or reassign key personnel without the Eastern Upper Peninsula Intermediate School District permission.

#### **P. Change Requests**

The Eastern Upper Peninsula Intermediate School District reserves the right to make any changes to the requirements and specifications of the Contract and the work to be performed by the Subrecipient under the Contract, in its sole discretion, in order to fully comply with its obligations under the Grant Contract. Furthermore, changes may need to be made due to the Eastern Upper Peninsula Intermediate School District need or desire to discontinue certain business practices or create Additional Services/Deliverables. Change requests will be made in writing and include timelines, as applicable.

#### **Q. Termination of Contract between Eastern Upper Peninsula Intermediate School District and Subrecipient**

The Eastern Upper Peninsula Intermediate School District may terminate the Contract without further liability to the Eastern Upper Peninsula Intermediate School District or its employees by giving the Subrecipient advance written notice of such cancellation thirty (30) days. In case of default by the Subrecipient, the Eastern Upper Peninsula Intermediate School District may immediately terminate the Contract without further liability to the Eastern Upper Peninsula Intermediate School District or its employees and may procure the services from other sources.

In addition, the Eastern Upper Peninsula Intermediate School District may immediately cancel the Contract without further liability to the Eastern Upper Peninsula Intermediate School District or its employees if the Subrecipient, an officer of the Subrecipient, or an owner of a 25% or greater share if the Subrecipient is

convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of the Eastern Upper Peninsula Intermediate School District, reflects on the Subrecipient's business integrity.

The Eastern Upper Peninsula Intermediate School District may cancel the Contract upon thirty (30) days' written notice if the Eastern Upper Peninsula Intermediate School District determines that the Subrecipient, its agent, or its representative has offered or given a gratuity, kickback, money, gift, or anything of value to an officer, official, or employee of the Eastern Upper Peninsula Intermediate School District intended, by the gratuity, to obtain a contract or favorable treatment under a contract. The Subrecipient hereby certifies that no funds have been given to any Eastern Upper Peninsula Intermediate School District officer or employee for influencing or attempting to influence such officer or employee of the Eastern Upper Peninsula Intermediate School District.

The Subrecipient may terminate this Contract upon thirty (30) days' written notice to the Eastern Upper Peninsula Intermediate School District at any time prior to the completion of the Contract period.

If this Contract is terminated, the Subrecipient shall provide the Eastern Upper Peninsula Intermediate School District, within thirty (30) days of termination, with all financial, performance and other reports required as a condition of the Contract. The Eastern Upper Peninsula Intermediate School District shall make payments to the Subrecipient for allowable reimbursable costs not covered by previous payments.

This Contract is binding upon and will inure to the benefit of the successors of each of the parties. Upon termination prior to expiration of this Contract, if the Scope of Work is directly connected to the work performed between the Eastern Upper Peninsula Intermediate School District and the MDE-OGS, the Eastern Upper Peninsula Intermediate School District is contractually bound to immediately notify MDE-OGS, and automatically assign any and all of the Eastern Upper Peninsula Intermediate School District duties, rights, title and interest, which are relevant to the work between the Eastern Upper Peninsula Intermediate School District and MDE-OGS, to MDE-OGS. However, Consultant/Vendor would continue to be bound specifically by the Ownership, Indemnification and Confidentiality, and data retention provisions, which would run to be benefit of and be enforceable by the Eastern Upper Peninsula Intermediate School District, as well as MDE-OGS, after termination, assignment or expiration of this Contract.

#### **R. Continuing Responsibilities**

Termination, conclusion, or cancellation of this Contract shall not be construed so as to terminate the ongoing responsibilities of the Subrecipient or rights of the Eastern Upper Peninsula Intermediate School District.

#### **S. Transition Responsibilities**

Upon termination or expiration of this Contract for any reason, Subrecipient must, for a period of time specified by the State (not to exceed 90 calendar days), and within the current Contract period, provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without unplanned, significant or material interruption or adverse effect within Eastern Upper Peninsula Intermediate School District or Resource Center's control, and to facilitate the orderly transfer of such agreed upon SOW Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the SOW Activities at the established Contract rates within the current Contract period or as negotiated for work beyond the current Contract period, if done so in advance of the current Contract period end date; (b) taking all reasonable and necessary

measures to transition performance of the work, including all applicable and agreed upon SOW Activities, training, equipment, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Subrecipient by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and the EUPISD may reconcile all outstanding accounts (collectively, "Transition Responsibilities").

#### **T. Contract Inclusiveness/Amendment**

This Contract contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. If a revision to federal or state law or regulation occurs, that in the Eastern Upper Peninsula Intermediate School District sole discretion, requires that this Contract be amended, then Eastern Upper Peninsula Intermediate School District will propose an amendment to the Contract that reflects the revision of the law or regulation. If the Subrecipient refuses to sign such amendment within fifteen (15) days after receipt, this Contract shall, in the sole discretion of the Eastern Upper Peninsula Intermediate School District, either (a) automatically be amended to reflect the revision of the law or (b) terminate upon such refusal. Except as otherwise provided above, this Contract may be amended only by the written consent of all the parties hereto.

#### **U. Stop Work Orders**

Under the Grant Contract, the state of Michigan has reserved the right to issue a stop order. Accordingly, Eastern Upper Peninsula Intermediate School District may, at any time, by written stop work order to the Subrecipient, require that the Contractor stop all, or any part, of the work called for by the Contract for a period of up to ninety (90) calendar days after the stop work order is delivered to the Subrecipient, and for any further period to which the parties may agree. The stop work order will be specifically identified and will indicate that it is issued under this Section of the Contract and include the reasons for the stop work order. Upon receipt of the stop work order, the Subrecipient will immediately comply with its terms, and take all necessary and reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.

If a stop work order issued under this Section of the Contract is canceled, or the period of the stop work order, or any extension thereof expires, the Subrecipient will resume work. The parties will agree upon an equitable adjustment in the services to be delivered, the Subrecipient price, or both, and the Contract will be modified, in writing, accordingly, if:

- a. the stop work order results in an increase in the time required for, or in the Subrecipient's cost properly allocable to the performance of any part of this Contract; and
- b. the Subrecipient asserts its right to an equitable adjustment within thirty (30) calendar days after the end of the period of work stoppage, provided that, if Eastern Upper Peninsula Intermediate School District decides the facts justify the action, Eastern Upper Peninsula Intermediate School District may receive, and act upon, a Subrecipient billing submitted at any time before final payment under the Contract.

## **SECTION II. SCOPE OF WORK PLANS**

### **Contained within this Section:**

- A. Performance Monitoring Requirement

- B. Activities Allowed
- C. Deviations from Scope of Work Plans
- D. Scope of Work Changes

**A. Performance Monitoring Requirements**

The Resource Center Director will be the primary contact for Eastern Upper Peninsula Intermediate School District regarding performance concerns. x will work with Resource Center Directors to seek their understanding and response to performance concerns. EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT's goal will be to achieve satisfactory resolution of performance concerns within reasonable time frames. Should Eastern Upper Peninsula Intermediate School District not be able to achieve satisfactory resolution within a reasonable period of time from the Resource Center Director, Eastern Upper Peninsula Intermediate School District will then contact the Resource Center Director's Supervisor and/or the identified Organization lead or board.

Each Resource Center Director, and appropriate staff, will participate in scheduled on-site reviews, which will be conducted by Eastern Upper Peninsula Intermediate School District. These reviews will occur at a frequency determined by the Eastern Upper Peninsula Intermediate School District to assure that the annual plan of work and this Contract are being viably implemented.

Lack of adequate progress, as determined by Eastern Upper Peninsula Intermediate School District, within each quarter, may subject the Resource Center to a Corrective Action Plan. Lack of adequate progress, as determined by Eastern Upper Peninsula Intermediate School District, for more than one quarter will subject the Resource Center to further corrective action, as determined by Eastern Upper Peninsula Intermediate School District. Inadequate resolution of persistent performance concerns, as determined by Eastern Upper Peninsula Intermediate School District, will result in the termination of the Contract.

In addition, the Eastern Upper Peninsula Intermediate School District reserves the right to perform unscheduled on-site visits during normal business hours, to monitor the Subrecipient's activities under this Contract at any time, either during the term, or within one year after termination of the Contract. The Subrecipient shall cooperate with the Eastern Upper Peninsula Intermediate School District during the monitoring process by making available all records, facilities, and other resources necessary to perform the review.

If the Eastern Upper Peninsula Intermediate School District detects noncompliance with this Contract, and/or questioned costs during an on-site visit review, these items shall be identified and conveyed to the Subrecipient in an exit conference. The Eastern Upper Peninsula Intermediate School District shall provide the Subrecipient with a detailed written report of these findings within thirty (30) days of the exit conference. The Subrecipient is required to address each item in the Eastern Upper Peninsula Intermediate School District report by providing a Corrective Action Plan (CAP) to eliminate or correct each issue of noncompliance. The Subrecipient shall submit the CAP to the Eastern Upper Peninsula Intermediate School District within thirty (30) days from issuance of the Eastern Upper Peninsula Intermediate School District report. Eastern Upper Peninsula Intermediate School District will monitor completion of the CAP in conjunction with the Subrecipient.

If the Eastern Upper Peninsula Intermediate School District identifies questioned costs that cannot be substantiated or that are disallowed under the Contract, then the Eastern Upper Peninsula Intermediate School District may, at its discretion, and after consultation with the Subrecipient, require the Subrecipient to submit a reimbursement to the Eastern Upper Peninsula Intermediate School District to reflect adjustment for disallowed costs. The Subrecipient must submit reimbursement for disallowed costs within 5 days of any notice of a disallowed cost from Eastern Upper Peninsula Intermediate School District. If the Subrecipient

fails to comply with monitoring requirements as set forth in this Contract, and within allotted time frames mutually established, the Eastern Upper Peninsula Intermediate School District may, at its discretion, invoke sanctions on the Subrecipient, which may include, but are not limited to, actions to collect disallowed costs and/or cancellation of the Contract.

**B. Activities Allowed**

Activities allowed or prohibited shall be determined in accordance with the Uniform Guidance. The Superintendent and/or Grant Coordinator will monitor activities for allow ability. Appropriate state and federal agencies will be contacted when there are questions related to the allow ability of specific costs before the funds are charged to federal grants.

**C. Deviations from the Work Plan**

Subrecipient and Eastern Upper Peninsula Intermediate School District agree that specific timelines and metrics have been set by Contract of both parties in connection with the CCDF work. The parties agree that these timelines and metrics are vital to the success of the projects being handled by Subrecipient.

Unless separate Contract has been made in writing between Subrecipient and Eastern Upper Peninsula Intermediate School District, a deviation from a project work plan will be considered a material breach of the Contract when the Contract obligations of Subrecipient have not been finalized for 15 days after the expected project due date.

Eastern Upper Peninsula Intermediate School District and Subrecipient agree that a material breach of Contract in connection with the project work plan may result in penalties and the following procedures will apply:

- A. Eastern Upper Peninsula Intermediate School District will monitor Contract/subrecipients/partners utilizing three accountability elements –the plan of work, progress monitoring meetings, and reporting -as key mechanisms for tracking progress and the provision of on-going support.
- B. Subrecipient will be required to provide evidence of adequate progress against relevant performance measures identified in the Contract. Subrecipient will report this at the end of each quarter throughout the Contract period as detailed in the annual SOW Plan Reporting Requirements.
- C. Full payment will not be made to Subrecipient unless Eastern Upper Peninsula Intermediate School District is satisfied with the quality of the deliverable and/or progress demonstrated toward identified activities, tasks, and milestones. Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance for Subrecipient. A withholding of up to 10% of designated funds, to be determined based on the impact of the breach, may be imposed for failure to implement, or make acceptable progress on such corrective action plans.

A deviation from the project plan that is not beyond 15 days of the project due date will not be considered a material breach of the Contract, and an Amendment can be proposed by Subrecipient to maintain good standing.

**D. Scope of Work Changes**

If the Subrecipient deems a change necessary to the Scope of Work, the Subrecipient will notify the Contracts Administrator regarding these changes. Any proposed change(s) will be assessed to determine the reason(s) behind the need for a change and the potential impact to the program. No change to the Scope of Work will

be made without explicit permission from Eastern Upper Peninsula Intermediate School District administration. Changes will be documented in writing and signed by both parties.

### **SECTION III. FISCAL MANAGEMENT**

#### **Contained within this Section:**

- A. Payment of Funds for the Purposes of this Contract
- B. Allowable Costs
- C. Reimbursement Schedule
- D. Final Obligations
- E. Fiscal Monitoring
- F. Budget Amendments
- G. Audits
- H. Audit Requirements
- I. Audit Sanctions
- J. Warranties & Representations
- K. Management Responsibility
- L. Fees and Other Sources of Funding

#### **A. Payment of Funds for the Purposes of this Contract**

The Eastern Upper Peninsula Intermediate School District payments of funds for purposes of this Contract are subject to and conditional upon the availability of funds for such purposes, being Federal and/or State funds. No commitment is made by the Eastern Upper Peninsula Intermediate School District to continue or expand activities covered by this Contract beyond any funding that is actually provided to Eastern Upper Peninsula Intermediate School District by government sources. Funding for services to be provided beyond the end of the current fiscal year is dependent on legislative appropriation. Based on the availability of funds in each fiscal year covered by this Contract and based on the Eastern Upper Peninsula Intermediate School District determination of the volume of service needed on a yearly basis, this Contract may require amendment proposed by Eastern Upper Peninsula Intermediate School District. The amendment shall specify the dollar amount and volume of service to be purchased in each fiscal year subsequent to the current fiscal year.

#### **B. Allowable Costs**

Allowable costs shall be determined in accordance with Uniform Guidance, 2 CFR 200 program legislation, Federal awarding agency regulations, and the terms and conditions of the awards.

The Early Childhood Finance Coordinator and Program Coordinator will monitor for allowable costs. Appropriate state and federal agencies will be contacted when there are questions related specific costs before the funds are charged to federal grants.

### **C. Reimbursement Schedule**

All subrecipients will be required to request funds via the Statement of Expenditures (SOE) provided by the Eastern Upper Peninsula Intermediate School District twelve (12) times during this grant period unless otherwise permitted and as specified by the Eastern Upper Peninsula Intermediate School District.

**The Eastern Upper Peninsula Intermediate School District has the discretion to not reimburse the Subrecipient for billings submitted after the timelines outlined by the Michigan Department of Education.**

The SOE will be verified for accuracy between what was approved in the budget and how funds were expended. Payment will not be made until a programmatic review of the budget narrative and/or quarterly progress report has been completed. Payment will also comply with all applicable federal rules and regulations.

The Subrecipient may not spend an amount that exceeds the total amount awarded for services performed under this Contract from **October 1, 2023 through September 30, 2024**. The Subrecipient will be reimbursed based on SOE submitted pursuant to the timelines outlined in the "Reimbursement Schedule" section of this Contract. Reimbursements shall not exceed the total amount of this Contract.

### **D. Final Obligations**

A report of estimated total Contract expenditures projected through the end of the contract period must be submitted to Eastern Upper Peninsula Intermediate School District no later than July 10, 2024 using guidelines as issued by Eastern Upper Peninsula Intermediate School District.

### **E. Fiscal Monitoring**

The requirements for Subrecipient monitoring are contained in 31 USC 7502(f)(2)(B) (Single Audit Act Amendments of 1996 (Pub. L. No. 104-156)), OMB regulations, Uniform Guidance, 2 CFR 200, Federal awarding agency regulations, and the terms and conditions of the award.

The following steps are to be followed to ensure appropriate monitoring of participating agency requests for grant funds:

- Request for Funds form (Statement of expenditures: SOE) is created by the Finance Coordinator which includes the participating subrecipient agency budget. The participating subrecipient agency is required to complete the form for any fund requests and they are required to attach copies of all applicable detail such as general ledger documentation.
- An annual fiscal monitoring visit will be conducted on site to further examine backup detail for expenses charged to the program such as but not limited to, expense receipts, training attendance sheets, training agendas and payroll information such as pay rate schedules and time and effort certifications.
- The Finance Coordinator verifies all of the supporting documentation to monitor reasonable assurance that the Federal grant is being managed in compliance with laws, regulations and the provisions of contracts or grant Contracts that could have a material effect on the Federal program. Any unallowable costs shall not be charged to the Federal program and will not be paid to the participating subrecipient agency.
- Suspension and Debarment is reviewed by the Finance Coordinator on the System for Award Management (SAM) prior to awarding a contract or conducting business with an individual or organization that directly or indirectly submits to be a contractor or subcontractor to ensure they have not been suspended or debarred.

- When the Finance Coordinator is satisfied that the request for funds meets all of the Federal requirements of the grant, the request is processed for payment to the participating subrecipient agency.
- Federal Funds are requested by the Finance Coordinator upon the request being processed for payment to the participating subrecipient agency.

Ensure that subrecipients expending \$750,000 or more in federal awards during the sub-recipient's fiscal year have met the audit requirements for that fiscal year.

**F. Budget Amendments**

Adjustments in budget line-items are required when actual expenditures exceed 10% of the original budgeted amount or are more than \$1,000 (whichever is greater). Adjustments must be pre-authorized by the Eastern Upper Peninsula Intermediate School District. An increase in a line item must be accompanied by an equal decrease in another line item within the Contract budget. The increase/decrease can be spread across a number of line items, as long as the total amount of the decrease equals the total amount of the increase. All Line-Item Transfer Requests must be completed through a format provided by the Eastern Upper Peninsula Intermediate School District and are required to occur no later than 30 days prior to the end date of this Contract.

Subrecipient must meet the Scope of Work requirements for their service area as a minimum. Based on provider needs in the service area additional services may be offered above and beyond those identified in the current Scope of Work. Budget adjustments must be pre-authorized by the Eastern Upper Peninsula Intermediate School District and must be completed through a format provided by the Eastern Upper Peninsula Intermediate School District. Both parties must agree to the scope change prior to any effort expended, and no later than 30 days prior to the end date of this Contract.

**G. Audits**

Regulations applicable to funding sources are included in the Federal Catalog of Domestic Assistance (CFDA). The CFDA number used for this Contract is: 93.575. The federal financial participation (FFP) rate for this contract is: 100%.

The Eastern Upper Peninsula Intermediate School District may change the CFDA # and/or FFP rate during the course of this Contract. If the CFDA number and/or the FFP rate changes during the time of this Contract the Eastern Upper Peninsula Intermediate School District will notify the Subrecipient in writing.

The Eastern Upper Peninsula Intermediate School District agrees that the cost of audit activities is a reasonable Contract expense as long as the cost can be accommodated within your current total allocation.

**H. Audit Requirements**

It is the Subrecipient's responsibility to determine if they meet the requirements per 2 CFR Part 200, Subpart F and 45 Part 75 Subpart F to have a single audit performed. If it is determined the Subrecipient meets the requirements, the Subrecipient must submit the reporting package (see below) and an audit transmittal letter to the Eastern Upper Peninsula Intermediate School District in accordance with the time frame established in the Circular.

If it is determined that the Subrecipient does not need to have a single audit performed, a letter stating that and the rationale must be provided to the Eastern Upper Peninsula Intermediate School District within 60 days of the Subrecipient's year end.

The reporting package includes:

1. Financial statements and Schedule of Expenditures of Federal Awards (SEFA)
2. Summary schedule of prior audit findings
3. Auditor's report(s)
4. Corrective action plan

**A copy of Subrecipient audit reports must be submitted to the Eastern Upper Peninsula Intermediate School District within 60 days of completion.**

### **I. Audit Related Sanctions**

The Eastern Upper Peninsula Intermediate School District may impose sanctions on the Subrecipient if the Subrecipient fails to adhere to any of the audit requirements in this Contract. The Eastern Upper Peninsula Intermediate School District will notify the Subrecipient in writing of any imposed sanctions. In cases of continued inability or unwillingness to comply with audit requirements, the Eastern Upper Peninsula Intermediate School District may recoup all federal payments made to the Contractor during the period that a single audit was required.

Funds provided to the Great Start to Quality Resource Center by the Eastern Upper Peninsula Intermediate School District, or the Early Childhood Support Network (ECSN) are intended to support the core costs for implementation of the FY24 Great Start to Quality Resource Center Scope of Work. Resource Centers are encouraged to develop a budget that uses funds efficiently while at the same time ensuring that performance measures are achieved. The Eastern Upper Peninsula Intermediate School District reserves the right to disallow fund usage for expenditures beyond the specified Scope of Work or for items deemed unallowable, unreasonable, or not cost-effective.

### **J. Warranties and Representations**

The Subrecipient represents and warrants:

- The Contract signatory has the power and authority, including any corporate authorizations, necessary to enter into this Contract on behalf of Subrecipient.
- It is qualified and registered to transact business in all locations where required.
- It is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract.
- The performance of all obligations under this Contract shall be provided in a timely, professional, and workmanlike manner and shall meet the performance measures and operational standards required under this Contract.

### **K. Management Responsibility**

Subrecipient shall have overall responsibility for managing and successfully performing and completing the Scope of Work specified in the Contract, subject to the overall direction and supervision of the Eastern Upper Peninsula Intermediate School District and with the participation and support of the Eastern Upper Peninsula Intermediate School District as specified in this Contract.

The Services/Deliverables will be provided by the Subrecipient either directly or through its affiliates, subsidiaries or subcontractors. **Regardless of the entity providing the Service/Deliverable, the Subrecipient will act as a single point of contact coordinating these entities to meet the Eastern Upper Peninsula Intermediate School District need for Services/Deliverables.** Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

Failure to achieve Performance Metrics in the implementation of the Scope of Work for FY24, will subject the Resource Center to additional technical assistance and/or follow-up by the Eastern Upper Peninsula Intermediate School District, which may include a Corrective Action Plan and/or if the Eastern Upper Peninsula Intermediate School District determines necessary, the termination of this contract. Written documentation of process and status will be issued.

**L. Fees and Other Sources of Funding**

The Subrecipient guarantees that any claims made to the Eastern Upper Peninsula Intermediate School District under this Contract shall not be financed by any source other than the Eastern Upper Peninsula Intermediate School District under the terms of this Contract. If funding is received through any other source, the Subrecipient agrees to delete from Subrecipient billings, or to immediately refund to the Eastern Upper Peninsula Intermediate School District, the total amount representing such duplication of funding.

**SECTION IV. ASSURANCES AND CERTIFICATIONS--FEDERAL PROGRAMS**

**Contained within this Section:**

- A. Assurance regarding compliance with grant program requirements
- B. Assurance concerning materials developed with funds awarded under this grant
- C. Certification regarding nondiscrimination under federally and state assisted programs.
- D. Certification regarding Title II of the Americans with Disabilities Act (ADA)
- E. Certification regarding Title III of the Americans with Disabilities Act (ADA)
- F. Certification regarding nondiscrimination under federally and state assisted programs
- G. Debarment and Suspension.
- H. HHS certification regarding drug-free workplace requirements:
- I. Certification of Compliance with the Pro-Children Act of 1994:
- J. Certification regarding lobbying
- K. Hatch Political Activity and Intergovernmental Personnel Act
- L. Prohibition Against Using Funds to Support Religious Activities
- M. Health Insurance Portability and Accountability Act
- N. Child Care and Development Fund (CCDF) Program Assurances

The following assurances and certifications are hereby given to the Eastern Upper Peninsula Intermediate School District:

- A. **Assurance regarding compliance with grant program requirements.** The Subrecipient agrees to comply with all applicable requirements of all state statutes, federal laws, executive orders, regulations, policies, and award conditions governing this Contract. The Subrecipient understands and agrees that if it materially fails to comply with the terms and conditions of this Contract, the Eastern Upper Peninsula Intermediate School District may withhold funds otherwise due to the Subrecipient from this Contract. The Eastern Upper Peninsula Intermediate School District may withhold up to 10 percent of any payment based on a monitoring finding, audit finding or pending final report. In addition, Subrecipient agrees to the following program requirements as specified by MDE OGS:
  - 1. Use of MiRegistry.

- a. 100% of professional development opportunities must be state approved. Resource Centers will implement professional development to support programs and providers in alignment with statewide policies and procedures
  - b. Resource centers must utilize the state training approval process
2. All Resource Center Staff who provide in person or online training raining must be approved trainers in the MiRegsity.org system.
    - a. All Resource Center staff must adhere to all active Great Start to Quality protocols and guidelines
  3. All materials distributed by Resource Centers must meet the MDE/OGS, ECSN and ECIC standards of quality
    - a. RCs will review and maintain electronic media and social media
  4. RC is expected to have at least one FTE equivalent I/T Specialist dedicated fulltime to support of infant-toddler work.

**B. Assurance concerning materials developed with funds awarded under this grant.** The Subrecipient assures that the following statement will be included on any publication or project materials developed with funds awarded under this Contract, including reports, films, brochures, and flyers: “These materials were developed under a grant awarded by the Michigan Department of Education.”

**C. Certification regarding nondiscrimination under federally and state assisted programs.** Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient will comply with all federal and Michigan laws and regulations prohibiting discrimination and, in accordance therewith, no person, on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap, shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in any program or activity for which it is responsible or for which it receives financial assistance from the U.S. Department of Education or the Michigan Department of Education.

**D. Certification regarding Title II of the Americans with Disabilities Act (ADA), p.l. 101-336, state and local government services.** Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient will comply with the Americans with Disabilities Act (ADA) providing comprehensive civil rights protections for individuals with disabilities. Title II of the ADA covers programs, activities, and services of public entities. Title II requires that, “No qualified individual with a disability shall, by reason of such disability be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by such entity.” In accordance with Title II ADA provisions, the applicant has conducted a review of its employment and program/service delivery processes and has developed solutions to correcting barriers identified in the review.

**E. Certification regarding Title III of the Americans with Disabilities Act (ADA), P.L. 101-336, public accommodations and commercial facilities.** Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient will comply with the Americans with Disabilities Act (ADA) providing comprehensive civil rights protections for individuals with disabilities. Title III of the ADA covers public accommodations (private entities that affect commerce, such as museums, libraries, private schools and day care centers) and only addresses existing facilities and readily achievable barrier removal. In accordance with Title III provisions, the applicant has taken the necessary action to ensure that individuals with a disability are provided full and equal access to the goods, services, facilities, privileges, advantages, or accommodations offered by the applicant. In addition, a Title III entity, upon

receiving a grant from the Michigan Department of Education, is required to meet the higher standards (i.e., program accessibility standards) as set forth in Title III of the ADA for the program or service for which they receive a grant.

**F. Certification regarding nondiscrimination under federally and state assisted programs.**

In the performance of this Contract or any contract, sub-Contract, or purchase order produced as a result of this Contract, the Subrecipient agrees it will not discriminate against any employee or applicant 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, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The Subrecipient further agrees that every sub-Contract entered into for the performance of any Contract or purchase order resulting therefrom will contain a provision requiring non-discrimination in employment, service delivery and access, as specified in this Contract, binding upon each Subrecipient. This covenant is required pursuant to the Elliott-Larson Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach of these terms will be regarded as a material breach of the Contract or purchase order.

**G. Debarment and Suspension.**

<http://www.acf.hhs.gov/grants/certification-regarding-debarment-suspension-and-other-0>

The requirements for suspension and debarment are contained OMB guidance in 2 CFR part 180, which implements Executive Orders 12549 and 12689, Debarment and Suspension; Federal agency regulations Uniform Guidance, 2 CFR 200, program legislation; Federal awarding agency regulations; and the terms and conditions of the award.

Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient will comply with Federal Regulation, 2 CFR Part 180 and certifies to the best of its knowledge and belief that it, including its employees and subcontractors:

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the Subrecipient;
- Have not, within a three-year period preceding this Contract, been convicted of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- Are not presently indicted, or otherwise criminally or civilly charged, by a government entity (federal, state, or local) with commission of any offense enumerated in the immediately preceding bullet, and;
- Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

Suspension and Debarment is reviewed by the Director of Finance on the System for Award Management (SAM) prior to awarding a contract or conducting business with an individual or organization that directly or indirectly submits to be a contractor or subcontractor to ensure they have not been suspended or debarred.

**H. HHS certification regarding drug-free workplace requirements:**

<http://www.acf.hhs.gov/grants/certification-regarding-drug-free-workplace-requirements>

Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient and its agents will comply with the regulations implementing the Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions.

**I. Certification of Compliance with the Pro-Children Act of 1994:**

<http://www.acf.hhs.gov/grants/certification-regarding-environmental-tobacco-smoke>

Assurance is hereby given to Eastern Upper Peninsula Intermediate School District that the Subrecipient and its agents will comply with Public law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq., which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted by, and used routinely or regularly, for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, Contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. 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. The Subrecipient also assures that this language will be included in any subawards that contain provisions for children's services.

The Subrecipient also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Contract will be delivered in a smoke-free facility or environment. Smoking will not be permitted anywhere in the facility, or those parts of the facility under the control of the Subrecipient. If activities or services are delivered in facilities or areas that are not under control of the Subrecipient (e.g., a mall, restaurant or private work site), the activities or services will be smoke-free.

**J. Certification regarding lobbying <http://www.acf.hhs.gov/grants/certification-regarding-lobbying>**

The 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., and Title V Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 111-117); 123 stat 3279. Further, the Subrecipient will require that the language of this assurance be included in the award documents of all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative Contracts) and that all subrecipients will certify and disclose accordingly.

**K. Hatch Political Activity and Intergovernmental Personnel Act**

The Subrecipient and its agents will comply with the Hatch Political Activity Act, 5 USC 1501-1508, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Act 95454, 42 USC 4728. Any person or organization involved in the administration of federally assisted programs cannot use Federal funds for partisan political purposes of any kind.

**L. Prohibition Against Using Funds to Support Religious Activities**

The Subrecipient will not use funds provided by Eastern Upper Peninsula Intermediate School District or administered by the state or federal government to support inherently religious activities, such as worship, religious instruction, or proselytization. If the Subrecipient engages in such activities, it must offer them separately, in time or location, from the programs or services funded by Eastern Upper Peninsula Intermediate School District or with state or federal assistance, and participation must be voluntary for the beneficiaries of the state or federally funded programs or services.

The Subrecipient will strictly adhere to provisions of federal law and regulation, including those found in 42 U.S.C. 604a.

**M. Health Insurance Portability and Accountability Act**

To the extent that this Act is pertinent to the services that the Subrecipient provide to Eastern Upper Peninsula Intermediate School District under this Contract, the Subrecipient assures that it is in compliance with the Health Insurance Portability and Accountability Act (HIPAA) requirements including the following:

1. The Subrecipient must not share any protected health data or information provided by Eastern Upper Peninsula Intermediate School District that falls within HIPAA requirements except to a subcontractor as appropriate under this Contract.
2. The Subrecipient must require the subcontractor not share any protected health data and information from Eastern Upper Peninsula Intermediate School District that falls under HIPAA requirements in the terms and conditions of the subcontract.
3. The Subrecipient must only use the protected health data and information for the purposes of this Contract.
4. The 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 protected health data and information by the Subrecipient's employees.
5. The Subrecipient must have a policy and procedure to report to Eastern Upper Peninsula Intermediate School District unauthorized use or disclosure of protected health data and information that falls under the HIPAA requirements of which the Subrecipient becomes aware.
6. Failure to comply with any of these requirements may result in the termination of this Contract in accordance with its terms.
7. In accordance with HIPAA requirements, the Subrecipient is liable for any claim, loss, or damage relating to unauthorized use or disclosure of protected health data and information received by the Subrecipient from Eastern Upper Peninsula Intermediate School District or any other source.
8. The Subrecipient will execute a Business Associate Contract, if requested by Eastern Upper Peninsula Intermediate School District

**N. Child Care and Development Fund (CCDF) Program Assurances**

The Subrecipient will assure that the following apply and are adhered to:

- It will have in effect a program that complies with provisions of the Child Care and Development Fund Plan for Michigan, and is administered in accordance with the Child Care and Development Block Grant Act of 1990, as amended, Section 418 of the Social Security Act, and all other applicable Federal laws and regulations;
- No modifications of existing CCDF funded programs or services, including but not limited to, those listed in the annual Resource Center Scope of Work will be effective unless in writing, and signed by

the Program Manager and the representative of the Subrecipient, at least 30 days prior to the date that change is to become effective. Any breach or default by a party will not be waived or released other than in writing signed by another party;

- The Subrecipient will submit all written contracts, and sub-contracts funded by this grant that are in excess of \$100,000 to Eastern Upper Peninsula Intermediate School District prior to execution for review and approval to ensure compliance with the CCDF State Plan and applicable state and federal laws and regulations. For other Contracts related to this Contract the Great Start to Quality Resource Center will permit Eastern Upper Peninsula Intermediate School District, or its designee, to visit the Subrecipient's offices and review and evaluate as requested. Five business days' notice will be given prior to the review and the review will take no longer than five business days.
- The Subrecipient will assist Eastern Upper Peninsula Intermediate School District in collecting and disseminating consumer education that will promote informed childcare choices information to parents of eligible children and the general public, as specified in the annual Resource Center Scope of Work.

**Eastern Upper Peninsula Intermediate School District**  
**315 Armory Place**  
**Sault Ste. Marie, MI 49783**  
**(906) 632-3373**


**EARLY CHILDHOOD SUPPORT NETWORK**  
**SUBRECIPIENT CONTRACT**

<b>Subrecipient</b> Northeast Resource Center C.O.O.R. ISD 11051 N. Cut Road Roscommon, MI 48653	<b>Telephone:</b> 877-614-7328  <b>Federal ID Number:</b> 38-1791360
<b>Subrecipient Contact</b> Shawn Petri, COOR ISD Superintendent Katie Ketih, COOR ISD Director of Early Childhood Helen Shastal, Northeast Resource Center Co-Director Chris Tappan, Northeast Resource Center Co-Director	<b>Email</b> <a href="mailto:spetri@coorisd.net">spetri@coorisd.net</a> <a href="mailto:keithk@coorisd.net">keithk@coorisd.net</a> <a href="mailto:shastalh@coorisd.net">shastalh@coorisd.net</a> <a href="mailto:tappanc@coorisd.net">tappanc@coorisd.net</a>
<b>Northern Early Childhood Support Network Contacts:</b> <ul style="list-style-type: none"> <li>• ECSN Project Lead: Jessica Savoie, <a href="mailto:jessicas@eupschools.org">jessicas@eupschools.org</a></li> <li>• ECSN Administrator: Alicia Lawlor, <a href="mailto:alawlor@eupschools.org">alawlor@eupschools.org</a></li> <li>• ECSN Finance Contact: Tracy McCord, <a href="mailto:tmccord@eupschools.org">tmccord@eupschools.org</a></li> </ul>	
<b>Description:</b> Great Start to Quality Resource Center – Child Care Development Funds (CCDF) Northeast Resource Center	
<b>Subrecipient Contract Period:</b> October 1, 2023 to September 30, 2024	
<b>Subrecipient Award:</b> \$519,316.73 Quality Improvement: \$313,888.73      Infant & Toddler: \$205,428 <b>The terms and conditions of this Contract including award amounts are contingent upon the FY24 allocation and allowable costs from the Michigan Department of Education. All spending must be federally allowable. Final allocations will be released upon approval of a state budget and notification from the Michigan Department of Education Office of Great Start.</b>	
<p>Funds provided to the Great Start to Quality Resource Center by the Eastern Upper Peninsula Intermediate School District (EUPISD) are intended to support the core costs for implementation of annual Great Start to Quality Resource Center Scope of Work. Resource Centers are encouraged to develop a budget that uses funds efficiently while ensuring the performance measures are achieved. The EUPISD reserves the right to disallow fund usage for expenditures beyond the specified Scope of Work or for items deemed unreasonable or not cost-effective.</p> <p>In the event of any conflicts between the specifications, terms and conditions indicated by the Eastern Upper Peninsula Intermediate School District and those indicated by the sub-recipient, those of the Eastern Upper Peninsula Intermediate School District take precedence.</p> <p>By signing this Contract the applicant certifies that it will agree to perform all actions and support all intentions stated in this Contract and will comply with all state and federal regulations and requirements pertaining to this subrecipient award.</p>	

SUBRECIPIENT

EASTERN UPPER PENINSULA INTERMEDIATE SCHOOL DISTRICT

\_\_\_\_\_  
 Authorized Signature & Date

 11/8/2023  
 \_\_\_\_\_  
 Authorized Signature & Date



# EARLY CHILDHOOD INVESTMENT CORPORATION CONTRACT TERMS AND CONDITIONS

Funds provided to the Contractor by the Early Childhood Investment Corporation (“ECIC”) are intended to support the core costs for implementation of the FY24 Great Start to Quality Orientation (GSQO)/License-Exempt Provider Pre Service Training (LEPPST), Infant/Toddler Quality Improvement Grant Pilot, and License-Exempt Provider Health & Safety Visits Scopes of Work only.

## **Contract**

This Contract (the “Contract”) is entered into between ECIC and the Contractor based on a Grant Agreement with the Michigan Department of Education - Office of Great Start (MDE/OGS) and ECIC effective October 1, 2023 (the “Grant Agreement”). The terms of the Grant Agreement will govern this Contract in the case of any conflict between this Contract and the Grant Agreement.

Refer to **Attachment A-Budget Guidelines** for specific information regarding allowable expenses and timelines.

This Contract constitutes a contractual relationship with ECIC.

## **Maximum Amount of Contract**

The Contractor may not spend an amount that exceeds **\$39,000** for services performed under this Contract from **October 1, 2023 through September 30, 2024**, as follows:

- Great Start to Quality Orientation/License-Exempt Provider Pre Service Training (reimbursement-based) = \$15,000
- Infant/Toddler Quality Improvement Grant Pilot (stipend) = \$20,000
- License-Exempt Provider Health & Safety Visits (stipend) = \$4,000

The Contractor will be paid based on invoices submitted pursuant to the timelines outlined in the “Reporting Requirements” section of this Contract. Reimbursements shall not exceed the total amount of this Contract. Indirect may be approved and allowable, within the provided budget, if conditions of 2 CFR Part 200 Section 200.414 and Appendix IV are met and authorized. Stipends will be paid at pre-determined intervals.

## **Payment Schedule**

The Contractor will prepare and submit an invoice to request reimbursement funds, and pre-determined stipends, using the forms and processes outlined under “Reporting Requirements.” Invoices are submitted monthly, as specified in **Appendix B-Reporting Requirements**. The invoice for the final month of this Contract must be submitted no later than six (6) days after the close of the month, unless otherwise specified by ECIC in writing, to meet year-end closing deadlines from the State of Michigan.

The invoice may be verified for accuracy between what was approved in the budget and how funds were expended, and back-up documentation may be requested for any expense at any time. Payment will not be made until monthly reporting has been completed. Payment will also comply with all applicable federal rules and regulations.

## **Final Obligations**

A report of estimated total Contract expenditures projected through the end of the contract period must be submitted no later than June 16, 2024 using guidelines as issued by ECIC. Underspending, particularly if not reflected in projections, may impact future budgets.

## **Assurances**

The following assurances are hereby given to the Early Childhood Investment Corporation (ECIC):

A. **Compliance with Applicable Laws**

The Contractor will comply with applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this Contract. The Contractor will also comply with all applicable general administrative requirements such as OMB Circulars; A-110, A-87, A-122, and A-133, along with 200 CFR Part 2 Subpart E and F and 45 CFR Part 75 Subpart F, which is specific to CCDF, implemented through applicable portions of the associated "Common Rule" and covering cost principles, grant/agreement principles, and audits in carrying out the terms of this Contract.

B. **Anti-Lobbying Act**

The Contractor will comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq., and Title V Section 503 of the Departments of Labor, Health and Human Services and Education, and Related Agencies Appropriations Act (Public Law 111-117); 123 stat 3279. Further, the Contractor will 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 will certify and disclose accordingly.

C. **Non-Discrimination**

In the performance of this Contract or any contract, sub-contract, or purchase order produced as a result of this Contract, the Contractor agrees it will not discriminate against any employee or applicant 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, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position or to receive services. The Contractor further agrees that every subcontract entered into for the performance of any contract or purchase order resulting therefrom will contain a provision requiring nondiscrimination in employment, service delivery and access, as specified in this Contract, binding upon each subcontractor. This covenant is required pursuant to the Elliot-Larson Civil Rights Act, 1976 PA 453, as amended, MCL 37.2201 et seq., and the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 et seq., and any breach of these terms will be regarded as a material breach of the Contract or purchase order.

Additionally, assurance is given to ECIC that proactive efforts will be made to identify and encourage the participation of minority owned, and women owned businesses, and businesses owned by handicapped persons in contract solicitations. The Contractor will incorporate language in all contracts awarded: (1) prohibiting discrimination against minority owned and women owned businesses and businesses owned by handicapped persons in subcontracting; and (2) making discrimination a material breach of contract, resulting in possible termination.

D. Prohibition Against Using Funds to Support Religious Activities

The Contractor will not use funds provided by ECIC or administered by the state or federal government to support inherently religious activities, such as worship, religious instruction, or proselytization. If the Contractor engages in such activities, it must offer them separately, in time or location, from the programs or services funded by ECIC or with state or federal assistance, and participation must be voluntary for the beneficiaries of the state or federally funded programs or services.

The Contractor will strictly adhere to provisions of federal law and regulation, including those found in 42 U.S.C. 604a.

E. Debarment and Suspension

Assurance is hereby given to ECIC that the Contractor will comply with Federal Regulation, 2 CFR Part 180 and certifies to the best of its knowledge and belief that it, including its employees and subcontractors:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the Contractor;
- ii. Have not, within a three-year period preceding this Contract, been convicted of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted, or otherwise criminally or civilly charged, by a government entity (federal, state, or local) with commission of any offense enumerated in section E ii, and;
- iv. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

F. Federal Requirements: Pro-Children Act

Assurance is hereby given to ECIC that the Contractor and its agents will comply with Public law 103-227, also known as the Pro-Children Act of 1994, 20 USC 6081 et seq., which requires that smoking not be permitted in any portion of any indoor facility owned, leased, or contracted by, and used routinely or regularly, for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. 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. The Contractor also assures that this language will be included in any subawards that contain provisions for children's services.

The Contractor also assures, in addition to compliance with Public Law 103-227, any service or activity funded in whole or in part through this Contract will be delivered in a smoke-free facility or environment. Smoking will not be permitted anywhere in the facility, or those parts of the facility under the control of the Contractor. If activities or services are delivered in facilities or areas that are not under control of the Contractor (e.g., a mall, restaurant, or private work site), the activities or services will be smoke-free.

G. Hatch Political Activity and Intergovernmental Personnel Act

The Contractor and its agents will comply with the Hatch Political Activity Act, 5 USC 1501-1508, and the Intergovernmental Personnel Act of 1970, as amended by Title VI of the Civil Service Reform Act, Public Act 95-454, 42 USC 4728. Any person or organization involved in the administration of federally assisted programs cannot use Federal funds for partisan political purposes of any kind.

H. Subcontracts

The Contractor warrants and represents:

- i. That a written subcontract will be executed by all affected parties prior to the initiation of any new subcontract activity.
- ii. That any executed subcontract to this Contract will require the subcontractor to comply with all applicable terms and conditions of this Contract. In the event of a conflict between this Contract and the provisions of the subcontract, the provisions of this Contract will prevail. A conflict between this Contract and a subcontract, however, will not be deemed to exist where the subcontract:
  - a. Contains additional non-conflicting provisions not set forth in this Contract.
  - b. Restates provisions of this Contract to afford the Contractor the same or substantially the same rights and privileges as ECIC, or requires the Subcontractor to perform duties and/or services in less time than that afforded the Contractor in this Contract.
  - c. Does not affect the Contractor's accountability to ECIC for the subcontracted activity.
- iii. That any billing or request for reimbursement for subcontract costs is supported by a valid subcontract and adequate source documentation on costs and services.
- iv. That the Contractor will submit all written contracts, agreements, and subcontracts funded by this Contract that are in excess of \$100,000 to ECIC prior to execution for review and approval to ensure compliance with federal rules and regulations, applicable state laws and regulations. For other contracts related to this Contract, the Contractor will permit ECIC, or its designee, to visit the Contractor's offices and review and evaluate as requested. Five business days' notice will be given prior to the review and the review will take no longer than five business days from the date from the start of the review.

I. Procurement

The Contractor warrants and represents that all purchase transactions, whether negotiated or advertised, will be conducted openly and competitively in accordance with the principles

and requirements of OMB Circular A-87, A-133, along with 2 CFR Part 2 Subpart F and 45 CFR Part 75 Subpart F, which are specific to CCDF, or A-102 (as revised), and implemented through applicable portions of 45CFR Subtitle A, Section 92.36, as promulgated by responsible federal contractor(s). Records sufficient to document the significant history of all purchases must be maintained for a minimum of five (5) years after the later of the end of the Contract term or the termination of this Contract.

J. Child Care and Development Fund (CCDF) Program Assurances

The Contractor will assure that the following apply and are adhered to:

1. Contractor will have in effect a program that complies with provisions of the Child Care and Development Fund Plan for Michigan, and is administered in accordance with the Child Care and Development Block Grant Act of 1990, as amended, Section 418 of the Social Security Act, and all other applicable Federal laws and regulations;
2. No modifications of existing CCDF funded programs or services, including but not limited to, those listed in the **FY24 Scope of Work**, will be effective unless in writing, and signed by a representative of ECIC and the Contractor, at least 30 days prior to the date that change is to become effective. Any breach or default by a party will not be waived or released other than in writing signed by another party;
3. The Contractor will submit all written contracts, agreements, and subcontracts funded by this Contract that are in excess of \$100,000 to ECIC prior to execution for review and approval to ensure compliance with CCDF rules and regulations and applicable state laws and regulations. For other contracts related to this Contract the Contractor will permit ECIC, or its designee, to visit the Contractor's offices and review and evaluate as requested. Five business days' notice will be given prior to the review and the review will take no longer than five business days.

**Warranties and Representations**

The Contractor represents and warrants:

- The Contract signatory has the power and authority, including any necessary corporate authorizations, necessary to enter into this Contract on behalf of Contractor.
- The Contractor is qualified and registered to transact business in all locations where required.
- The Contractor is capable in all respects of fulfilling and shall fulfill all of its obligations under this Contract. The performance of all obligations under this Contract shall be provided in a timely, professional, and workman-like manner and shall meet the performance measures and operational standards required under this Contract.

**Management Responsibility**

Contractor shall have overall responsibility for managing and successfully performing and completing the Scope of Work specified in the Contract, subject to the overall direction and supervision of ECIC and with the participation and support of ECIC as specified in this Contract.

The Services/Deliverables will be provided by the Contractor either directly or through its affiliates, subsidiaries, or subcontractors. **Regardless of the entity providing the Service/Deliverable, the Contractor will act as a single point of contact coordinating these entities to meet ECIC's need**

**for Service/Deliverables.** Nothing in this Contract, however, shall be construed to authorize or require any party to violate any applicable law or regulation in its performance of this Contract.

Failure to achieve Deliverables for FY24, will subject the Contractor to additional technical assistance and/or follow-up by ECIC, which may include a Corrective Action Plan and/or if ECIC determines necessary, the termination or non-renewal of this contract.

### **Legal Effect**

Except as otherwise agreed in writing by the parties, ECIC assumes no liability for costs incurred by the Contractor or payment under this Contract, until Contractor is notified in writing that this Contract has been approved by ECIC and has been signed by all the parties.

### **Fees and Other Sources of Funding**

The Contractor guarantees that any claims made to ECIC under this Contract shall not be financed by any source other than ECIC under the terms of this Contract. If funding is received through any other source, the Contractor agrees to delete from Contractor's billings, or to immediately refund to ECIC, the total amount representing such duplication of funding.

### **Payment of Funds for the Purposes of this Contract**

ECIC's payments of funds for purposes of this Contract are subject to and conditional upon the availability of funds for such purposes, being Federal and/or State funds. No commitment is made by ECIC to continue or expand activities covered by this Contract beyond any funding that is actually provided to ECIC by government sources. Funding for services to be provided beyond the end of the current fiscal year is dependent on legislative appropriation. Based on the availability of funds in each fiscal year covered by this Contract and based on ECIC's determination of the volume of service needed on a yearly basis, this Contract may be amended at the discretion of ECIC. The amendment shall specify the dollar amount and volume of service to be purchased in each fiscal year subsequent to the current fiscal year.

### **Performance Concerns**

Each contractor will identify a primary contact for ECIC regarding performance concerns. ECIC will work with the primary contact to seek their understanding and response to performance concerns. ECIC's goal will be to achieve satisfactory resolution of performance concerns within reasonable time frames. If necessary, a plan will be developed jointly, between ECIC and the contractor, to ensure adequate progress or resolution will be made within an established timeframe.

Inadequate resolution of persistent performance concerns could result in the termination of the contract, or non-renewal in subsequent years.

In addition, ECIC reserves the right to perform scheduled and unscheduled on-site visits or virtual meetings during normal business hours, to monitor the Contractor's activities under this Contract at any time, either during the term, or within one year after termination of the Contract. The Contractor shall cooperate with ECIC during the monitoring process by making available all records, facilities, and other resources necessary to perform the review.

If ECIC identifies questioned costs that cannot be substantiated or that are disallowed under the Contract, then ECIC may, at its discretion, and after consultation with the Contractor, require the Contractor to submit a reimbursement to ECIC to reflect adjustment for disallowed costs. The Contractor must submit reimbursement for disallowed costs within five (5) days of any notice of a disallowed cost from ECIC. If the Contractor fails to comply with monitoring requirements as set forth in this Contract, and within allotted time frames mutually established, ECIC may, at its discretion, invoke

sanctions on the Contractor, which may include, but are not limited to, actions to collect disallowed costs and/or cancellation of the Contract.

### **Deviations from the Work Plan**

Contractor and ECIC agree that specific timelines and benchmarks have been set by agreement of both parties in connection with the CCDF work. The parties agree that these timelines and benchmarks are vital to the success of the projects being handled by Contractor.

Unless separate agreement has been made in writing between Contractor and ECIC, a deviation from a project work plan will be considered a material breach of the Contract when the contractual obligations of Contractor have not been finalized for 15 days after the expected project due date.

ECIC and Contractor agree that a material breach of contract in connection with the project work plan may result in penalties and the following procedures will apply:

- A. ECIC will monitor Contractor/subrecipients/partners utilizing three accountability elements – the plan of work, progress monitoring meetings, and reporting --as key mechanisms for tracking progress and the provision of on-going support.
- B. Contractor will be required to provide evidence of adequate progress against relevant performance measures identified in the Contract. Contractor will report this at the end of each quarter throughout the Contract period as detailed in the **Appendix B-Reporting Requirements** section of this Contract.
- C. Full payment will not be made to Contractor unless ECIC is satisfied with the quality of the deliverable and/or progress demonstrated toward identified activities, tasks, and milestones. Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance for Contractor. A withholding of up to 10% of designated funds, to be determined based on the impact of the breach, may be imposed for failure to implement or make acceptable progress on such corrective action plans.

A deviation from the work plan that is not beyond 15 days of the work plan due date will not be considered a material breach of the Contract, and an Amendment can be proposed by Contractor to maintain good standing.

### **Examination and Maintenance of Records**

The Contractor shall permit ECIC or any of its identified agents access to the facilities being utilized at any reasonable time to observe the operation of the program. Further, the Contractor shall retain all books, MDE/OGS records, or other documents relevant to this Contract for **six years after final payment**, at the Contractor's cost, and Federal auditors and any persons duly authorized by ECIC shall have full access to and the right to examine and audit any of said material during said period. If an audit is initiated prior to the expiration of the six-year period and extends past that period, all documents shall be maintained until the audit is completed. ECIC shall provide findings and recommendations of audits to the Contractor. ECIC shall adjust future payments or final payment if the findings of an audit indicate overpayment to the Contractor in any period prior to the audit. If no payments are due and owing to the Contractor, the Contractor shall refund all amounts which may be due ECIC within 30 days' notice by ECIC. The Contractor shall assure, as a condition of any sale or transfer of ownership of the Contractor agency, that the new purchasers or owner maintains the above-described books, records, or other documents for any unexpired portion of the six-year period after final payment under this Contract or the Contractor shall otherwise maintain said records as ECIC may direct. If business operations cease, the Contractor shall maintain records as ECIC may direct.

The Contractor shall, as a provision of an agreement between the Contractor and the auditor, assure that ECIC may make reasonable inquiries of the auditor relating to audit work papers and, furthermore, that ECIC may review the auditor's work papers in support of the audit.

### **Insurance Coverage**

The Contractor notes and agrees ECIC assumes no responsibility or liability for the Contractor's operations. Thus, the Contractor shall provide and maintain public liability insurance in such amounts as necessary to cover all claims which may arise out of the Contractor's operations under the terms of the Contract and provide proof of such insurance coverage upon request to ECIC prior to the effective date of this Contract. Unemployment compensation coverage and workers compensation insurance shall be maintained by the Contractor in accordance with applicable Federal and State laws and regulations.

The Contractor shall provide and maintain general, event, professional, medical and/or automobile liability including non-owned auto insurance in such amounts as necessary to cover all claims which may arise out of the Contractor's operations under the terms of the Contract and provide proof of such insurance coverage to ECIC upon request. The Contractor agrees to provide evidence that all applicable insurance policies related to the Contractor's negligence arising out of the requirements of this Contract will not cause the policy to be cancelled, materially changed, or not renewed without 30 days prior written notice to ECIC.

Except where the Chief Executive Officer of ECIC has approved an exception in writing, the Contractor shall require all its subcontractors under the Contract to purchase and maintain the insurance coverage as described above for the Contractor in connection with the performance of work by those subcontractors. As used in this paragraph, subcontractor means an individual, person, or company to whom the Contractor delegates performance of a portion of the services.

The Contractor shall maintain all required insurance coverage throughout the term of the Contract and any extensions thereto.

### **Ownership of Work Product**

All Deliverables, work product, or works of authorship produced under this Contract shall be owned by MDE/OGS and shall be considered works for hire by the Contractor for MDE/OGS. In the event any deliverable, work product, or work of authorship produced under this Contract is not considered a work for hire, then the Contractor hereby assigns all right, title, and interest to MDE/OGS effective as of the effective date of this Contract.

### **Publication - Approval and Copyright**

MDE/OGS shall have copyright, property and publication rights in all written or visual material or other work products developed in connection with this Contract. The Contractor shall not publish or distribute any printed or visual material relating to the services provided under this Contract without prior written permission of ECIC, and when applicable, MDE/OGS.

If the Contractor or an agent of the Contractor creates and/or reproduces under this Contract materials which are developed for consumption by the general public or as a general information tool, the Contractor or its agent must include one of the statements referenced below, as they apply:

- Funding from the Office of Great Start within the Michigan Department of Education supports the implementation of Great Start.

News releases (including promotional literature and commercial advertisements) pertaining to this Contract shall not be made without prior written ECIC approval, and then only in accordance with the explicit written instructions from ECIC. No results of the activities associated with the Contract are to be released without prior written approval of ECIC and then only to persons designated.

### **Confidentiality**

The Contractor and Investment Corporation each acknowledge that the other possesses and will continue to possess confidential information that has been developed or received by it. The use or disclosure of any confidential information, including information concerning services, applicants, or recipients obtained in connection with the performance of the Contract shall be restricted to purposes directly connected to the administration of the programs implemented by this Contract.

The State is the owner of all data made available by the State to the Contractor or its agents, subcontractors, or representatives under this Contract. The Contractor will not use the State's data for any purpose other than providing the services, nor will any part of the State's data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf of the Contractor. No employees of the Contractor, other than those on a strictly need-to-know basis, will have access to the State's data. Contractor will not possess or assert any lien or other right against the State's data. Without limiting the generality of this Section, the Contractor must only use personal identifying information, as defined under Michigan law, as strictly necessary to provide the services under this Contract and must disclose the information only to its employees who have a strict need-to-know the information. The Contractor must comply with all laws and regulations applicable to the personal identifying information.

### **Responsibility for Personnel**

The Contractor must demonstrate that every viable effort will be made to ensure that a diverse pool of individuals is obtained for personnel working on this project.

Contractor shall be responsible for all acts and omissions of its employees, as well as the acts and omissions of any other personnel furnished by the Contractor to perform the Services.

Contractor shall notify ECIC of any Key Personnel changes when change is determined. The Contractor, with ECIC, shall review any Key Personnel replacements, and appropriate transition planning will be established.

### **Change Requests**

ECIC reserves the right to make any changes to the requirements and specifications of the Contract and the work to be performed by the Contractor under the Contract, in its sole discretion, in order to fully comply with its obligations under the Grant Agreement. Furthermore, changes may need to be made due to ECIC's need or desire to discontinue certain business practices or create Additional Services/Deliverables. Change requests will be made in writing and include timelines, as applicable.

### **Certification Regarding Title II of the Americans with Disabilities Act (A.D.A.), P.L. 101-336, State and Local Government Services**

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title II of the ADA covers programs, activities, and services of public entities. Title II requires that, "No qualified individual with a disability shall, by reason of such disability be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by such entity." In accordance with Title II ADA provisions, the applicant has conducted a review of its employment and program/service delivery processes and has developed solutions to correcting barriers identified in the review.

**Certification Regarding Title III of the Americans with Disabilities Act (A.D.A.), P.L. 101-336, Public Accommodations and Commercial Facilities**

The Americans with Disabilities Act (ADA) provides comprehensive civil rights protections for individuals with disabilities. Title III of the ADA covers public accommodations (private entities that affect commerce, such as museums, libraries, private schools, and child care centers) and only addresses existing facilities and readily achievable barrier removal. In accordance with Title III provisions, the applicant has taken the necessary action to ensure that individuals with a disability are provided full and equal access to the goods, services, facilities, privileges, advantages, or accommodations offered by the applicant. In addition, a Title III entity, upon receiving a grant from the Michigan Department of Education, is required to meet the higher standards (i.e., program accessibility standards) as set forth in Title III of the ADA for the program or service for which they receive a grant.

**Termination of Contract**

ECIC may terminate the Contract without further liability to ECIC or its employees by giving the Contractor written notice of such cancellation 30 days prior to the date of termination. In case of default by the Contractor, ECIC may immediately terminate the Contract without further liability to ECIC or its employees and procure the services from other sources.

In addition, ECIC may immediately cancel the Contract without further liability to ECIC or its employees if the Contractor, an officer of the Contractor, or an owner of a 25% or greater share if the Contractor is convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or Federal antitrust statutes; or convicted of any other criminal offense which, in the sole discretion of ECIC, reflects on the Contractor's business integrity.

ECIC may cancel the Contract upon 30 days written notice if ECIC determines that the Contractor, its agent, or its representative has offered or given a gratuity, kickback, money, gift, or anything of value to an officer, official, or employee of ECIC intended, by the gratuity, to obtain a contract or favorable treatment under a contract. The Contractor hereby certifies that no funds have been given to any ECIC officer or employee for influencing or attempting to influence such officer or employee of ECIC.

The Contractor may terminate this Contract upon 30 days written notice to ECIC at any time prior to the completion of the Contract period.

If this Contract is terminated, the Contractor shall provide ECIC, within 30 days of termination, with all financial, performance and other reports required as a condition of the Contract. ECIC shall make payments to the Contractor for allowable reimbursable costs not covered by previous payments.

This Contract is binding upon and will inure to the benefit of the successors of each of the parties. Upon termination prior to expiration of this Contract, if the Scope of Work is directly connected to the work performed between ECIC and MDE/OGS, ECIC is contractually bound to immediately notify MDE/OGS, and automatically assign any and all of ECIC's duties, rights, title and interest, which are relevant to the work between ECIC and MDE/OGS, to MDE/OGS. However, Contractor would continue to be bound specifically by the Ownership, Indemnification and Confidentiality, and data retention provisions, which would run to be benefit of and be enforceable by ECIC, as well as MDE/OGS, after termination, assignment, or expiration of this Contract.

### **Continuing Responsibilities**

Termination, conclusion, or cancellation of this Contract shall not be construed so as to terminate the ongoing responsibilities of the Contractor or rights of ECIC.

### **Transition Responsibilities**

Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed 90 calendar days), and within the current Contract period, provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without unplanned, significant or material interruption or adverse effect within ECIC or the Contractor's control, and to facilitate the orderly transfer of such agreed upon SOW Activities to the State or its designees. Such transition assistance may include, but is not limited to: (a) continuing to perform the SOW Activities at the established Contract rates within the current Contract period or as negotiated for work beyond the current Contract period, if done so in advance of the current Contract period end date; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable and agreed upon SOW Activities, training, equipment, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "Transition Responsibilities").

### **Disputes**

The Contractor shall notify ECIC in writing of intent to pursue a claim against ECIC for breach of any terms of this Contract. No suit may be commenced by the Contractor for breach of this Contract prior to the expiration of 90 days from the date of such notification. Within this 90-day period, the Contractor, at the request of ECIC, must meet with the Chief Executive Officer of ECIC or designee for the purpose of attempting resolution of the dispute.

### **Contract Inclusiveness/Amendment**

This Contract contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto. If a revision to federal or state law or regulation occurs, that in ECIC's sole discretion, requires that this Contract be amended, then ECIC will propose an amendment to the Contract that reflects the revision of the law or regulation. If the Contractor refuses to sign such amendment within 15 days after receipt, this Contract shall automatically be amended to reflect the revision of the law or this Contract will terminate upon such refusal, in the sole discretion of ECIC. This Contract may otherwise be amended only by the written consent of all the parties hereto.

### **Stop Work Orders**

Under the Grant Agreement, the state of Michigan has reserved the right to issue a stop order. Accordingly, ECIC may, at any time, by written stop work order to the Contractor, require that the Contractor stop all, or any part, of the work called for by the Contract for a period of up to 90 calendar days after the stop work order is delivered to the Contractor, and for any further period to which the parties may agree. The stop work order will be specifically identified and will indicate that it is issued under this Section of the Contract and include the reasons for the stop work order. Upon receipt of the stop work order, the Contractor will immediately comply with its terms, and take all necessary and reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage.

If a stop work order issued under this Section of the Contract is canceled, or the period of the stop work order, or any extension thereof expires, the Contractor will resume work. The parties will agree upon an equitable adjustment in the services to be delivered, the Contract price, or both, and the Contract will be modified, in writing, accordingly, if:

- a. the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
- b. the Contractor asserts its right to an equitable adjustment within 30 calendar days after the end of the period of work stoppage, provided that, if ECIC decides the facts justify the action, ECIC may receive, and act upon, a Contractor billing submitted at any time before final payment under the Contract.

### **Indemnification**

To the extent permitted by law, the Contractor will hold harmless and indemnify ECIC and its agents and employees from and against any and all liability, loss, claims, potential claims, demands, suits, costs, fines, and expenses including attorneys' fees, expert witness fees, and interest, and any other liability whatsoever arising out of, or in connection with, the performance of any the of services or any work relating to this Contract; or a breach of contract in any manner, directly or indirectly, by any act or omission, negligent or otherwise, of the Contractor or any person or persons acting for or on behalf of the Contractor. It is specifically provided, however, that the Contractor will not be required to indemnify ECIC for any damages arising out of or to the extent caused by ECIC's negligence or breach of contract. The foregoing obligations of the Contractor include direct claims by ECIC against the Contractor without the necessity of a third-party claim. The obligations stated above of the Contractor are not limited by any limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor, or an employee of the Contractor, or a subcontractor of the Contractor under workers compensation acts, disability benefit acts, or other employee benefits acts. The coverage provided by the Contractor will include negotiating, settling, litigating, arbitrating, mediating, or indemnifying or holding harmless ECIC in any administrative proceeding.

### **Closeout**

The Contractor must submit, no later than 90 calendar days after the end of the contract period, all financial, performance, and other reports as required by the terms and conditions of the Contract, and related documents, in accordance with 2 CFR Subpart D Subject Group 36 Section 200.343.

## Guidance Document for Contract Spending

Funds provided to the Contractor by the Early Childhood Investment Corporation (ECIC) are intended to support the core costs for implementation of the FY24 Great Start to Quality Orientation (GSQO)/License-Exempt Pre Service Training (LEPPST) Scope of Work (SOW) only. Contractors will develop a budget that uses funds efficiently while ensuring performance measures are achieved. ECIC reserves the right to disallow fund usage for expenditures beyond the specified SOW or for items deemed unreasonable or not cost-effective.

### **Allowable Expenses:**

1. **Training costs** which are clearly linked to the successful achievement of the GSQO/LEPPST work plan.
2. **Supplies and materials** necessary to deliver GSQO/LEPPS.
3. **Travel expenses** for the designated trainers to deliver trainings and to attend required ECIC training and/or technical assistance meetings.
4. **Professional development** required for staff to remain or become approved GSQO/LEPPST trainers.

### **Funds provided under the auspices of this contract may not be used:**

- As the sole source of funds for any consortium partner's organization.
- For lobbying any public official.
- For financial or material incentives for individual programs/providers, including but not limited to:
  - providing meals/refreshments and/or health and safety item above the \$10 fee paid by participants
  - the direct provision of materials/resources,
  - monetary rewards, bonuses, or honorariums for professional development participants, such as gas cards, gift cards, or cash payments.
- For professional development provided in the license-exempt provider home/setting, unless otherwise also made accessible for public participation.
- The purchase of alcohol, tobacco, or any illegal substance.
- For out of state travel.

### **Definitions of Budget Line Items**

**Salaries** - Gross compensation paid to employees including vacations, holidays, and sick leave. Indicate each employee by name, position, FTE, and show how cost was determined.

**Fringe Benefits** - Funds allocated to cover allowances, costs and services provided by the Contractor to or on behalf of its employees and not included as compensation or salaries and wages. Fringe Benefits include (but are not limited to): FICA, Unemployment, Retirement, Health Insurance, Life Insurance and Long-Term Disability. List each position, employee name, FTE, type of fringe benefit and how cost was determined.

**Occupancy** - Costs arising from occupancy and use of owned or leased buildings and offices. Costs may only be charged for the portion of occupancy associated with the SOW or based on equivalent staff FTEs. Utilities and maintenance costs must be itemized as they apply.

**General Supplies** - Consumable or non-consumable items with an allocable unit cost of less than \$2,000. Consumable supplies are those items that are consumed as they are used (e.g., pencils, paper,

sanitation, and personal protection equipment for in-person GSQO/LEPPST trainings, consumable supplies for CPR/First Aid, etc.). Non-consumable supplies are those items that are not consumed as they are used (e.g., file cabinets, chairs, CPR manikins, and other durable goods).

**Meeting Costs** - Meeting costs may include required space rental, virtual meeting platform costs, or other expenses to support required GSQO/LEPPST trainings. If electing to use the \$10 training fee for refreshments and/or a small health and safety item for training participants, those costs should be included here. See Training Manual for additional information on allowable uses for the \$10 fee.

Training fees should be reflected in this section of the budget. The revenue/fees generated will be used to offset any expenses related to GSQO/LEPPST implementation.

**Travel** - Travel necessary to implement the SOW, which may include the costs of mileage, lodging, meals, and incidental expenses incurred by personnel in a travel status while on official business. Contractor will adhere to its Travel Policy for reimbursing its employees travel expenses. If the Contractor's travel policy is silent on an issue, the Contractor will refer to the Non-State Employee Travel Expense Reimbursement procedures. The reimbursed paid amount shall not exceed the current IRS mileage rate.

List each position, employee name, estimated mileage costs, any additional transportation related costs, and describe how costs were determined. Receipts may be required at the time of submission. All travel costs must be budgeted in the travel line within the FY24 Budget.

**Contract Services** - Contract services represent ongoing compensation paid by the Contractor to a third party under a subcontract or for professional services for performance of a specific deliverable designated to support the fulfillment of the SOW. Indicate each subcontractor by name with a brief explanation of services to be provided. Subcontracts for amounts of \$100,000 or more, must have a separate budget submitted; with explanation of how costs were determined. ECIC reserves the right to review contracts of \$10,000 or more on a monthly basis as evidence for monthly submission of Invoice. **Contract Services do not include salaries and/or fringe benefits of staff UNLESS that staff is issued a 1099 rather than a W-2 at calendar year-end.**

**Other Operations** - Costs for telephones (land and cell), copying, maintenance, bank fees, printing/postage, and internet service.

**Professional Development** - Professional Development costs required for staff to remain or become approved GSQO/LEPPST trainers, including CPR/First Aid trainer certification.

**Contractors may propose alternate budgeting approaches as long as all applicable federal and state rules and regulations apply.**

## FY24 Reporting Requirements

The contractor will develop and adhere to a plan for assuring required reports are completed, accurate, well documented, and submitted in a timely manner.

While reporting requirements and timelines are noted below, these expectations may be revised at any time to meet the reporting needs of ECIC and/or the Michigan Department of Education-Office of Great Start (MDE-OGS). Notice of revisions will be sent directly to the primary contact.

### **Monthly Report Content:**

- Document information in designated reporting location:
  - GSQOs scheduled
  - GSQOs held
  - non-English speakers attending a GSQO training
  - participants registered by staff
  - participants who self-registered
  - Number of attendees

(This list may be modified as needed based on emergent reporting needs.)

### **Monthly Report Timeline:**

- Monthly Report: October; report due no later than November 17, 2023
- Monthly Report: November; report due no later than December 8, 2023
- Monthly Report: December; report due no later than January 8, 2024
- Monthly Report: January; report due no later than February 8, 2024
- Monthly Report: February; report due no later than March 8, 2024
- Monthly Report: March; report due no later than April 8, 2024
- Monthly Report: April; report due no later than May 8, 2024
- Monthly Report: May; report due no later than June 8, 2024
- Monthly Report: June; report due no later than July 8, 2024
- Monthly Report: July; report due no later than August 8, 2024
- Monthly Report: August; report due no later than September 8, 2024
- Monthly Report: September; report due no later than October 8, 2024

### **Invoice Content:**

The Contractor will submit an invoice using a template provided by ECIC, or similar, and provide other supporting documentation when requested. The invoice shall indicate costs incurred and paid in performance of this Contract for the month being billed, aside from project work established as stipend-based. No expenditures can be billed to ECIC that were not included within the accepted final budget and in alignment with the FY24 *Budget Guidance* document.

**Invoice Timeline:**

- #1: October 1 to October 31, 2023 is due on or before November 17, 2023
- #2: November 1 to November 30, 2023 is due on or before December 10, 2023
- #3: December 1 to December 31, 2023 is due on or before January 10, 2024
- #4: January 1 to January 31, 2024 is due on or before February 10, 2024
- #5: February 1 to February 29, 2024 is due on or before March 10, 2024
- #6: March 1 to March 31, 2024 is due on or before April 10, 2024
- #7: April 1 to April 30, 2024 is due on or before May 10, 2024
- #8: May 1 to May 31, 2024 is due on or before June 10, 2024
- #9: June 1 to June 30, 2024 is due on or before July 10, 2024
- #10: July 1 to July 31, 2024 is due on or before August 10, 2024
- #11: August 1 to August 31, 2024 is due on or before September 10, 2024
- #12 (FINAL): September 1 to September 30, 2024 is due on or before October 6, 2024

**Quarterly Report Content:**

- Quarterly Progress Reports - Includes Progress, challenges, and opportunities in implementation of the work plan
- Staffing Plan – Updates to initial staffing plan only, if applicable

**Quarterly Progress Report Timeline:**

- Progress Report #1: October 1, 2023 to December 31, 2023 is due by January 15, 2024
- Progress Report #2: January 1, 2024 to March 31, 2024 is due by April 15, 2024
- Progress Report #3: April 1, 2024 to June 30, 2024 is due by July 15, 2024
- Progress Report #4: July 1, 2024 to September 30, 2024 is due by October 15, 2024

**Final Obligations:**

A report of estimated total Contract expenditures projected through the end of the contract period must be submitted no later than June 16, 2024 using guidelines as issued by ECIC. Underspending, particularly if not reflected in projections, may impact future budgets.

ECIC retains the right to adjust current budgets if substantial underspending is reported or projected on the Final Obligation Report.

**Final Invoice:**

The invoice for the final month of this Contract must be submitted no later than six (6) days after the close of the month, unless otherwise specified by ECIC in writing, to meet year-end closing deadlines from the State of Michigan.



# Resource Center Scope of Work for FY24

Created by ECIC for GSQ

October 1, 2023 – September 30, 2024



# Table of Contents

Work Plan.....	3
Staffing Plan.....	3
Reporting.....	3
Budget.....	3
Performance Management.....	4
Performance Concerns and Corrective Action.....	4
FY24 Resource Center Scope of Work.....	4
Appendix.....	5 - 10

## Work Plan

Prepare a work plan that demonstrates, through action steps, how the Required Activities will be implemented, such that all specific Performance Metrics are achieved.

A training plan will be submitted, and updated quarterly, with the Resource Center's intended schedule which should include trainings, in-person visits to programs or providers.

## Staffing Plan

As part of the FY24 Work Plan, and at each quarter, a staffing plan, specific to those staff or contractors funded for implementation of any work contracted by ECIC

Staff credentials will be provided to ECIC as needed or requested.

## Reporting

Reporting requirements are outlined in Appendixes in this Scope of Work.

While reporting requirements and timelines are noted below, these expectations may be revised at any time to meet the reporting needs of the Child Care Development Fund (CCDF) and the American Rescue Plan Act (ARPA). Notice of revisions will be sent to the primary contact.

## Budget

The Work Plan demonstrates the approach to implementation and achievement of the performance measures contained in the Statement of Work, demonstrating the detailed plan to implement all work with fidelity and integrity, as identified in applicable guidance and protocols.

Budget, as presented, clearly aligns with proposed work plan activities and action steps, demonstrates adequate support for staffing and travel to support participation in ECIC provided certification training, Technical Assistance, or meetings, and complies with the guidelines for spending.

Budget, as presented, must also reflect administrative appropriateness. ECIC will review all administrative costs and reserves the right to comment, and request modification, if necessary.

ECIC reserves the right to comment on, and request modification for, all activities outlined in the budget proposal.

***The implementation of all work is complementary to the Great Start to Quality body of work.***

# Performance Management

ECIC will enter into a performance-based contract with each contractor. The contractor will ensure successful achievement of all FY24 performance measures and activities as outlined in the Scope of Work.

Performance Management may address the items noted below:

- Successful Implementation
- Fidelity and Integrity
- Workforce
- Timeliness
- Fiscal Responsibility

## Performance Concerns and Corrective Action

Each contractor will identify a primary contact for ECIC regarding performance concerns. ECIC will work with the primary contact to seek their understanding and response to performance concerns. ECIC's goal will be to achieve satisfactory resolution of performance concerns within reasonable time frames. If necessary, a plan will be developed jointly between ECIC and the contractor, to ensure adequate progress or resolution will be made within an established timeframe.

Inadequate resolution of persistent performance concerns could result in the termination of the contract or non-renewal in subsequent years.

## FY24 Resource Center Scope of Work

The FY24 Scope of Work for implementation of all work developed by the Early Childhood Investment Corporation (ECIC), with the approval of the Michigan Department of Education (MDE), is focused on the successful achievement of the established Goals and Performance Measures in the attached appendixes.

A work plan will be completed by the contractor that demonstrates how the FY24 Goals and Performance Measures will be attained.

ECIC will enter into a contractor relationship with the established fiduciary organization for each entity implementing any and all work. A key focus of this contractor relationship and ECIC's contract management is performance, as defined by the specific Performance Measures as attached.

Performance is of paramount importance, due to the commitments the lead agency for Great Start to Quality, MDE, has made for the Child Care Development Block Grant (CCDBG) and American Rescue Plan Act (ARPA) funding. Those commitments are ultimately about improving outcomes for children with high needs and their families through high quality early learning and development opportunities.

# Appendix 1: Great Start to Quality Orientation (GSQO)/ License-Exempt Provider Pre-Service Training (LEPPST)\*

## Statewide Outcomes -what is to be achieved?

- License-Exempt Provider Pre-Service Training (LEPPST), is available to all License-Exempt child care providers within 30 days of approval by Child Development and Care (CDC).
- LEPPST is delivered by high quality, approved, \*certified trainers that ensure that all federally required topics are covered with fidelity to the model outlined in the training manual.
- All LEPPST trainings are evaluated utilizing the statewide evaluation process.

## FY24 Resource Centers’ Activities and Performance Measures

*The annual Work Plan MUST address how the following Required Activities will be implemented.*

Required Activities	Performance Measures
<p>Schedule and deliver Great Start to Quality Orientation/License-Exempt Provider Pre-Service Training (GSQO/LEPPST) and ensure that all prospective license-exempt child care providers are able to complete the training within 30 days of contact by participant or approval by the department as a license-exempt provider.</p> <p>Adhere to all related protocols for GSQO/LEPPST implementation. GSQO/LEPPST offerings should include in-person opportunities and virtual opportunities.</p> <p>Support License Exempt providers in registering for GSQO/LEPPST trainings and support them in obtaining accurate information about participating in the child care subsidy program by directing providers to the CDC office and with support from ECIC. Ensure providers who wish to participate in GSQO/LEPPST in a language other than English are provided with a no-cost experienced interpreter.</p> <p>Attendance will be added to the event in MiRegistry within three (3) business days of the</p>	<p>100% of license-exempt providers are able to access and complete GSQO/LEPPST Trainings within 30 calendar days of contact by participant or approval by the department as a license-exempt provider. More trainings than needed are not scheduled, whenever possible.</p> <p>Complete a training plan by October 31, 2023, with anticipated virtual and in-person GSQO/LEPPST trainings. This plan will be updated quarterly.</p> <p>Participants needing an interpreter are provided one.</p> <p>100% of GSQO/LEPPST trainings are staffed appropriately to comply with the maximum 12:1 (provider to trainer) ratio</p>

<p>training to meet the state and federal audit requirements.</p>	<p>requirement.</p>
<p>In partnership with ECIC, ensure that all GSQO/LEPPST trainings are delivered by high quality, state certified trainers that cover all federally required topics to fidelity, as outlined in the GSQO/LEPPST manual.</p> <p>Hire/contract with new GSQO/LEPPST trainers (as needed) and coordinate participation in the required trainer certification process with ECIC, to obtain approval as a state certified trainer.</p>	<p>100% of the GSQO/LEPPST is delivered by state certified trainers.</p> <p>Current trainer and training protocols are followed by all trainers, and adherence monitored by Resource Center Director or designee.</p> <p>Staffing Plan documentation is updated as needed.</p>
<p>Ensure that the Pediatric CPR/First Aid model that is offered during GSQO/LEPPST adhere to all requirements outlined by the CPR/First Aid Training Center selected, which aligns with models approved by Child Care Licensing, to ensure fidelity to the training model. Pediatric CPR/First Aid will be offered in-person to all virtual GSQO/LEPPST participants, on a regional basis.</p> <p>All GSQO/LEPPST trainers will participate in a multi-phase trainer certification process.</p> <p>ECIC will provide quarterly in-person training to each RC and provide on-call TA to any GSQO/LEPPST trainer or staff person during FY24. These opportunities will be designed to support statewide fidelity, professional development, and continuous quality improvement of GSQO/LEPPST trainers.</p>	<p>CPR/First Aid model implemented is documented in Work Plan.</p> <p>CPR/First Aid is offered in-person, at no additional cost, to all virtual GSQO/LEPPST participants.</p> <p>All GSQO/LEPPST trainers participate in the required training and technical assistance offerings; each trainer must participate in a minimum of 20 hours of training offered by ECIC.</p> <p>All trainers will pass certification in order to continue delivering GSQO/LEPPST.</p>
<p>Resource Centers and ECIC will work in partnership to implement continuous quality improvement. An individual Resource Center observation plan will be created between ECIC and each Resource Center.</p> <p>At least one observation will be conducted by ECIC locally in-person or virtually for each trainer, utilizing the Fidelity Tool.</p>	<p>All GSQO/LEPPST trainers adjust their training delivery based on feedback from trainer observations in order to ensure that all training is delivered to fidelity.</p>
<p>All GSQO/LEPPST trainings will be evaluated utilizing the statewide evaluation process to inform local and statewide continuous quality improvement.</p>	<p>All feedback collected using the GSQO/LEPPST statewide evaluation tool are entered into designated repository within three (3) days of the completion of the class.</p>

\*Transitioning from GSQO to LEPPST in January 2024

## Appendix 2: Infant/Toddler Pilot Award

### Statewide Outcomes-What is to be achieved?

- Increase the number of high-quality infant/toddler (I/T) slots statewide.
- Improve the quality of programming for infants and toddlers.
- Increase the number of infant/toddler teachers with education levels at CDA or higher.
- Decrease the wage gap between I/T teachers and other teaching staff.

Required Activities	Performance Measures
RC will support ITLC members to participate in the I/T grant	Up to 25% of the participants in ITLC cohorts are receiving IT grantees.
<p>Provide general support for grantees not participating in cohort.</p> <p>RCs will collaborate with ECIC staff to provide resources to support quality improvements for grantees.</p>	<p>I/T specialist or QI staff will provide information to grantees upon request on:</p> <ul style="list-style-type: none"> <li>• T.E.A.C.H. scholarships.</li> <li>• CDA or AA programs</li> <li>• I/T training in MiRegistry</li> <li>• Appropriate Environments &amp; Interactions</li> <li>• Responsive Care</li> </ul>
<p>Provide general supports to grantee program administrators.</p> <p>RCs will collaborate with ECIC staff to provide business resources to grantees.</p>	<p>Resource Center staff will provide information and resources to program admin upon request on:</p> <ul style="list-style-type: none"> <li>• Appropriate wages and/or bonuses</li> <li>• Hiring &amp; Job descriptions</li> <li>• Workforce Development</li> <li>• Age-appropriate curriculum</li> <li>• Age-appropriate materials</li> <li>• Appropriate Business practices</li> <li>• Appropriate Spending</li> </ul>
RCs will attend quarterly statewide virtual convening to provide input and reflections on the pilot program and report on quality improvement activities provided to grantees	Quarterly reporting will be required in the Smartsheet.

## Appendix 3: Health & Safety Visits

### Statewide Outcomes-What is to be achieved?

- New Licensed-Exempt Unrelated Providers receive a visit within 90 days
- Licensed-Exempt Unrelated Providers receive an annual visit
- Providers receive resources needed to provide quality care
- Families and Providers feel supported

Required Activities	Performance Measures
<p>Hire/contract staff (as needed) and coordinate participation in the required four-day coaching visit training with ECIC.</p> <p>Designee will uphold confidentiality related to any case assignment received from ECIC.</p>	<p>Staffing plan documentation is updated as needed.</p>
<p>RC Staff will conduct Health and Safety Visits for new and existing License-Exempt child care providers, adhering to the policy and procedures outlined by the department, and related protocols from ECIC.</p> <p>ECIC will manage case assignments to the regional partners.</p>	<p>All visits are conducted within the requirements with fidelity to the model (unless refused by the provider and family or an extension has been granted – and thus documented).</p> <p>All pre-visit, health and safety visit and post-visit communications will be entered in the designated format provided by ECIC within 48 hours business hours.</p> <p>Cases completed and Issues reports will be submitted weekly on Thursdays by 500pm.</p> <p>Exception requests will be submitted to ECIC on an on-going basis.</p> <p>Notify ECIC if visit is not completed within 60 days</p>
<p>Adhere to all related outreach protocols for health and safety coaching visits.</p>	<p>Providers will receive communication informing them of their required health and safety visit to ensure compliance.</p>
<p>Connect providers to community resources and make referrals for families and providers during and after the health and safety visit.</p>	<p>100% providers are offered support accessing community resources.</p> <p>Providers receiving a referral will be contacted within 10 business days to determine the outcome.</p>

	Community referrals and resources will be tracked and reported to ECIC in the designated format.
RC will purchase and provide approved health and safety supplies.	Supplies will be delivered to providers by the coach on an as needed basis.
EC will provide a list of approved supplies.	Supplies will be tracked and reported to ECIC in the designated format.
<p>ECIC will provide:</p> <ul style="list-style-type: none"> <li>• On-going technical support</li> <li>• Will host peer learning opportunities</li> <li>• Access to data tracking mechanism</li> <li>• Process documents</li> <li>• Access to LEP Health &amp; Safety Packets</li> <li>• List of approved health and safety items</li> </ul>	RC staff will have access to needed materials to complete health and safety visits to fidelity to the model in supporting License Exempt Unrelated Providers to enhance the quality of the care environment.
RC staff will have ongoing training and guidance to support them in conducting health and safety visits that are in compliance with set procedures and protocols.	RC staff will gain increased knowledge of health and safety topics

**8. Action Items**

A. Approve overnight expenses and registration for Superintendent Petri to attend the Midwest School Safety Summit in Lansing on Jan 16-17 and the MAISA MidWinter Conference at the Renaissance Center in Detroit on Jan 24-26th.

100

to KM  
12-band  
128



# C.O.O.R. Request for Approval: Conference/Workshop/Meeting

Attach a copy of the conference background information and registration form to this request. When checks are required for Prepay Expenses, the request must be submitted to the accounting department **two weeks prior to due date.**

### Pre- Conference Information

Revised 1-6-22 rs

Name: Shawn Petri Date submitted: 11-16-23

Conference / Event Title: MASA Mid-Winter Conference

Location: Renaissance Center, Detroit Dates: Jan 24-26, 2024

	Fees	Payable To	check	credit card
Registration	\$ <u>550</u>	<u>MASA</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lodging	\$ <del>470</del> <u>537.37</u>	<u>Courtyard Detroit Downtown</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Est. Meals	\$ _____	Lodging confirmation # _____		

Est. Mileage \_\_\_\_\_ round trip miles OR  using COOR car/ carpooling

[Signature] / 11/17/23 \$ 1,087.37  
Employee Signature Date Total

Approval to Attend the above is:  GRANTED or  DENIED

\_\_\_\_\_/\_\_\_\_\_  
Department Head Date

\_\_\_\_\_/\_\_\_\_\_  
Board Approval Date

Accounting Code: \_\_\_\_\_

### Post-Conference/Additional Expenses from Conference/Workshop/Meeting:

Maximum Meal Reimbursement if NOT included in conference:  
\$10 breakfast \$15 Lunch  
\$30 Dinner, 15% tips

- Registration Fee \_\_\_\_\_ (should be paid in advance)
- Lodging \_\_\_\_\_
- Meals \_\_\_\_\_ Attach detailed Receipts. See note above. ^^^
- Travel \_\_\_\_\_ miles X \$0.655 = \_\_\_\_\_
- Other \_\_\_\_\_ Attach Receipts & Describe reason

\_\_\_\_\_/\_\_\_\_\_  
Employee Signature Date

Balance Due Employee: \$ \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
Department Head Date

\_\_\_\_\_/\_\_\_\_\_  
Superintendent Date



# C.O.O.R. Request for Approval: Conference/Workshop/Meeting

INTERMEDIATE SCHOOL DISTRICT

Attach a copy of the conference background information and registration form to this request. When checks are required for Prepay Expenses, the request must be submitted to the accounting department **two weeks prior to due date.**

**Pre- Conference Information**

Revised 1-6-22 rs

Name: Shawn Petri Date submitted: 11-16-23

Conference / Event Title: Midwest School Safety Summit 2024

Location: Lansing, MI Dates: Jan 16-17, 2024

<u>Lansing Center</u> <u>333 E Mich Ave</u>	Fees	Payable To	check	credit card
Registration	\$ <u>299</u>	<u>Safe and Sound Schools</u> <input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lodging	\$ <u>179.84</u>	<u>Double Tree by Hilton Lansing</u> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Est. Meals	\$ _____	Lodging confirmation # <u>523 316 84</u>		

Est. Mileage \_\_\_\_\_ round trip miles OR  using COOR car/ carpooling

[Signature] / 11/17/23 \$ 478.86  
 Employee Signature Date Total

Approval to Attend the above is:  **GRANTED** or  **DENIED**

\_\_\_\_\_/\_\_\_\_\_  
 Department Head Date Board Approval Date

Accounting Code: \_\_\_\_\_

**Post-Conference/Additional Expenses from Conference/Workshop/Meeting:**

Maximum Meal Reimbursement if NOT included in conference:  
 \$10 breakfast \$15 Lunch  
 \$30 Dinner, 15% tips

Registration Fee \_\_\_\_\_ (should be paid in advance)  
 Lodging \_\_\_\_\_  
 Meals \_\_\_\_\_ Attach detailed Receipts. See note above. ^^^  
 Travel \_\_\_\_\_ miles X \$0.655 = \_\_\_\_\_  
 Other \_\_\_\_\_ Attach Receipts & Describe reason

\_\_\_\_\_/\_\_\_\_\_  
 Employee Signature Date Balance Due Employee: \$ \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_  
 Department Head Date Superintendent Date

B. Authorize the superintendent or designee to seek bids for and purchase a company vehicle at a cost up to \$40,000 to replace the 2008 Chevy Impala.

C. Ratify the hiring of personnel:

-Danielle Zick, Occupational Therapist for Crawford AuSable Schools, as a fulltime employee, member of the COOR Educational Association at MA+30, step 4 for 129 days through June 30, 2024.

-Eileen Smith, Speech/Language Pathologist at Charlton Heston Academy two days per week (part time) at MA+30, step 30 through June 30, 2024.

D. Approve a new contract with Josh Meyer, Welding Instructor, to make him a full-time employee with benefits, effective November 27, 2023 to and including June 6, 2024.

E. Approve a retention bonus of 1.0 to 1.5 percent for staff that have not received a stipend already through a collective bargaining agreement or handbook. This bonus will be awarded annually if the Superintendent deems that the COOR budget can afford it.

F. Accept an amendment to the Special Education Budget for 2023-24 as presented.

103

SPECIAL EDUCATION  
Fiscal Year Ending June 30, 2024  
12/13/2023

Proposed Amended Budget
----------------------------

LOCAL REVENUE	3,473,250
STATE REVENUE	3,297,242
FEDERAL REVENUE	3,436,272
LEA	759,984
OTHER	70,000
Total Revenue	\$ 11,036,748

EXPENSES By FUNCTION

	122	2,359,475	Special Education
	212	406,327	Early On
	213	599,851	Health Services
	214	240,511	Psychological Services
	215	817,192	Speech Pathology and Audiology
	216	303,249	Social Worker
	217	31,200	Visual Aid
	218	138,117	Teacher Consultatant Special Education
	221	16,698	Improvement of Instruction
	226	440,899	Supervision of Instructional Staff
	232,231,252	104,509	Executive Fiscal
	241	260,739	Office of the Principal
	249	750	Graduation
	259	6,698	Other Business
	261	280,744	Operations Building Services
	271	1,058,156	Transportation
	281	154,723	Planning Research
	284	9,433	Technology
	299	300	Staff Appreciation
	371	30,000	Non Public Schools Prop Share
	411	2,404,844	Payments to LEAs
	441	48,600	Payments to Governmental Agencies
	456	426,816	Buidling Improvements
	Total Expenses	\$ 10,139,831	
	Total Revenues	11,036,748	
	Total Expenses	10,139,831	
	Revenue over Expenses	896,917	

d Fund Balance July 1, 2023	1,538,437
Fund Balance June 30, 2024	2,435,354

SPECIAL EDUCATION  
Fiscal Year Ending June 30, 2024  
12/13/2023

	AUDITED 22-23	Original 23-24	Proposed Amended	
	3,531,109	3,468,500	3,473,250	LOCAL REVENUE
	3,500,619	2,844,495	3,297,242	STATE REVENUE
	2,366,423	2,996,839	3,436,272	FEDERAL REVENUE
	804,890	758,068	759,984	LEA
		70,000	70,000	OTHER
TOTAL REVENUES	<u>10,203,041</u>	<u>10,137,902</u>	<u>11,036,748</u>	
	2,249,418	2,251,894	2,359,475	Special Education
		299,991	406,327	Early On
	462,132	547,716	599,851	Health Services
	2,161,190	238,475	240,511	Psychological Services
		781,932	817,192	Speech Pathology and Audiology
		334,197	303,249	Social Worker
		31,200	31,200	Visual Aid
		134,881	138,117	Teacher Consultatant Special Education
		11,732	16,698	Improvement of Instruction
		369,400	440,899	Supervision of Instructional Staff
	80,440	81,307	104,509	Executive Fiscal
	254,002	187,209	260,739	Office of the Principal
		600	750	Graduation
	35,755	18,728	6,698	Other Business
	236,708	271,004	280,744	Operations Building Services
	874,187	1,020,986	1,058,156	Transportation
	173,824	150,914	154,723	Planning Research
	13,812	9,433	9,433	Technology
		-	300	Staff Appreciation
	1,077	30,000	30,000	Non Public Schools Prop Share
	2,170,715	2,284,719	2,404,844	Payments to LEAs
	-	48,600	48,600	Payments to Governmental Agencies
	114,605	422,810	426,816	Buidling Improvements
TOTAL EXPENSES	<u>8,827,865</u>	<u>9,527,728</u>	<u>10,139,831</u>	
	1,375,176	610,174	896,917	NET CHANGE Fund Balance
	163,261	1,538,437	1,538,437	FUND BALANCE Beginning of Year
	<u>1,538,437</u>	<u>2,148,611</u>	<u>2,435,354</u>	FUND BALANCE End of Year

G. Approve quote from Up North  
Security for interior door locks  
with electronic fob access at the  
COOR Educational Center

106



COOR ISD  
11051 N Cut Rd,  
Roscommon, MI 48653

Door Access/Keycard System proposal  
Coor ISD - install access control on 15 interior doors.

- 1- ROOC Kitchen Entry
- 2- CEC Classroom
- 3- Meeting Room
- 4- Kitchen Prep
- 5- Vocational hallway
- 6- COOR Office entry
- 7- COOR Restroom hallway
- 8- Classroom 1
- 9- Classroom 2
- 10- Classroom 3
- 11- Classroom 4
- 12- Hallway to Gym
- 13- Work room
- 14- Classroom 5
- 15- Gym Storage Room

- (4)- Atlas 460                      4 door control panels
- (15)- HU-6005BGB                HID Proximity card readers
- (15)- HE-1500/9600/C180        Electric Strikes and latch retraction devices
- (4)- AX-AL1012UL                Lock power supply
- (1)- Cables, conduit, connectors and hardware

Total cost including installation training and 2-year warranty = \$ 25,882.00

Equipment Deposit = 11,200.00      Balance due upon completion = \$ 14,682.00

Customer approval signature \_\_\_\_\_ date

Toby Stevens  
989-915-3981

[upnorthtechsystems@gmail.com](mailto:upnorthtechsystems@gmail.com)

[www.upnorthsecurity.com](http://www.upnorthsecurity.com)

9. Information Items

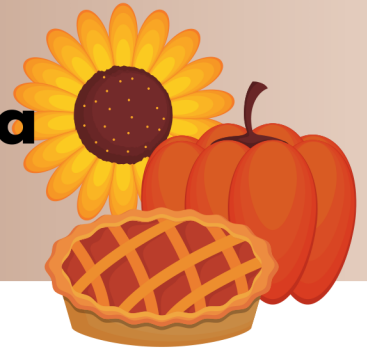
108

- November Social Media Report
- New Welding Parapro, Alex  
Koslakiewicz
- New Front Desk Receptionist, Alicia  
Smith
- January organizational meeting Jan  
10th
- Board retreat for goal planning - Jan  
15th or 22nd? (Mondays)
- Superintendent evaluation or goal  
setting
- AEAOC reports will be in February
- Save the date: April 16, 2024- ISD-  
Wide Board Dinner in Grayling



**C.O.O.R.**  
INTERMEDIATE  
SCHOOL DISTRICT

# November Social Media Report



**Facebook Monthly Reach: 5,931** (down 19%)  
**Facebook Followers: 1,105**  
**Number of posts this month: 18**

**COOR Intermediate School District**  
Published by Alex Warren • November 29 at 6:00 PM

Up Close Look

CATC Public Safety and Automotive students competed against one another in an activity focused on building employability skills like working in groups, replicating based on memory, and communication!

**Reach**  
**1,664**

2 shares  
16 reactions  
Nov 29th  
**Public Safety team activity**

**COOR Intermediate School District**  
Published by Joseph Moore • November 17 at 12:15 PM

Here are your stars of the week! Tia does an amazing job with the kids and seeing their needs. She is very kind and an incredible coworker!! Meranda has been extremely flexible in her numerous positions at the school. She is incredibly kind and hard-working!! Congratulations to these very deserving people! #COOR4Kids

**Reach**  
**1,560**

8 Shares  
32 reactions  
Nov 17th  
**CEC Stars of the Week**

**COOR Intermediate School District**  
Published by Joseph Moore • November 21 at 6:24 PM

Thanksgiving came early to Ms. Angie's ATC classroom. The students all played a part in preparing the meal! A great time was had by everyone. We are definitely thankful for all of their hard work! #COOR4Kids

**Reach**  
**1,152**

2 shares  
65 reactions  
Nov 21st  
**Classroom Thanksgiving Meal**

**COOR Intermediate School District**  
Published by Joseph Moore • November 7

Here are your new Stars of the Week, Sabrina & Chad! Sabrina does a wonderful job engaging the students in her classroom. She is a ball of energy and is always up for a good laugh. She also steps in to be a teacher sub when needed and it is very much appreciated. Chad definitely makes the world go round at the ATC! He does a wonderful job working with all of the students and has been known to strum his guitar a time or two for them. Chad is also very much valued and appreciated... See more

**Reach**  
**950**

4 Shares  
42 reactions  
Nov 7th  
**CEC Stars of the Week**

**Please comment, like & share our posts to celebrate our staff and students!**

10. Superintendent's Report

- Thrun PERA Policies
- Organizational Meeting
- ISD Millage Chart
- CTE Millage Campaign Update
- Board Dinner April 16, 2024
- Career Navigator MIWorks 7B

11. Communications

110

- AEAOC Audit Presentation (Feb)
- AEAOC November minutes
- AEAOC December agenda
- AEAOC Graduation & Dropout Audit report
- Approve Policy updates from Thrun Law Firm for future adoption
- Dr. Gary Roberts selected as the next KCC President

# **Alternative Educational Academy of Ogemaw County**

**2023 Audit Results**



# Audit Opinion Letter

## Unmodified Opinion (Highest Level of Assurance)

### Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and Government Auditing Standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

# Management's Discussion and Analysis

Begins on Page 4

Management's recap of the current year activity in layman's terms

Financial Highlights

Details the Capital Outlay Additions (See Page 8)

Discusses Economic Factors and Next Year's Budgets

Encourage you to read through it page by page when time permits

# Government- Wide Financial Statements

Begins on Page 9

Incorporates all Long-Term Activity (Fixed Assets, Long Term Debt, etc.)

Includes Academy Fixed Assets - \$479,669

The Academy does not currently have any Long-Term Debt

Ending Net Position - \$2,461,078

# Government-Wide Financial Statements

- Big Changes from 2022:
  - Revenues are up about \$116,530:
    - New Investment Income of about \$63,000
    - Increased COVID-19 Grants of about \$138,000
    - Increased At-Risk Income of about \$9,000
    - Offset by No Sale of Capital Assets like in the PY of about \$9,400
    - Offset by Decreased State Aid of about \$97,000



# Government- Wide Financial Statements

- Big Changes from 2022 (Continued):
  - Expenses are up about \$257,000
    - Contracted Wages increased about \$201,000
    - Increased ESSER III and REAP Grant Supplies of about \$28,000
    - Increased Food Service Expenses of about \$8,000
    - New Windows were purchased in the current year for about \$25,000

# Fund Financial Statements

---

Begins on Page 11

- These are the Funds you Monitor and Budget
  - Major Fund:
    - General Fund
  - Non-Major Fund:
    - Food Service Fund

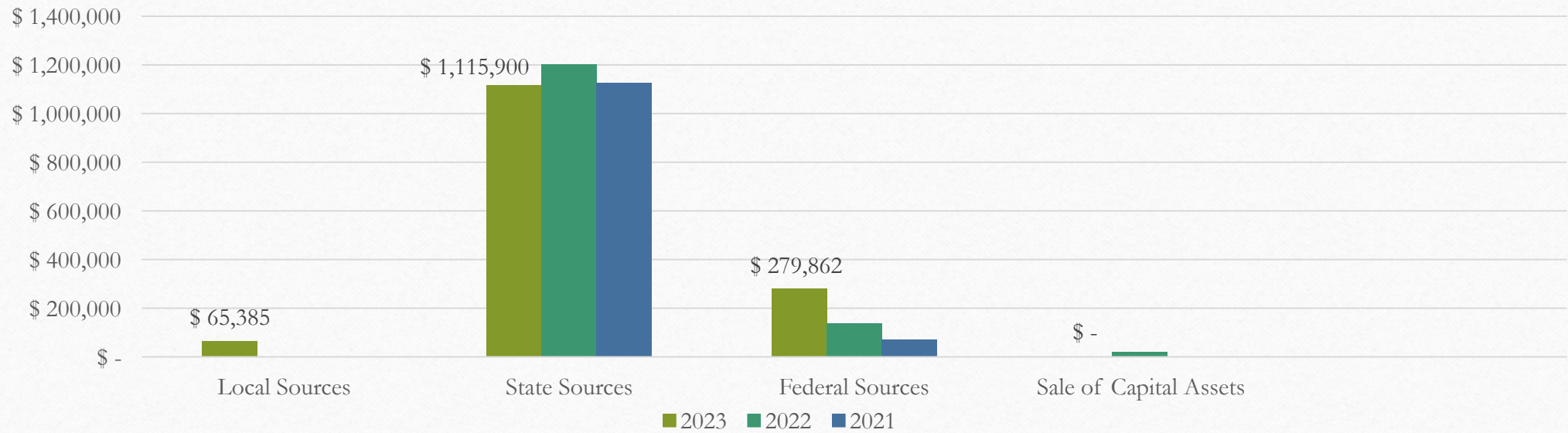




# Ending Fund Balance

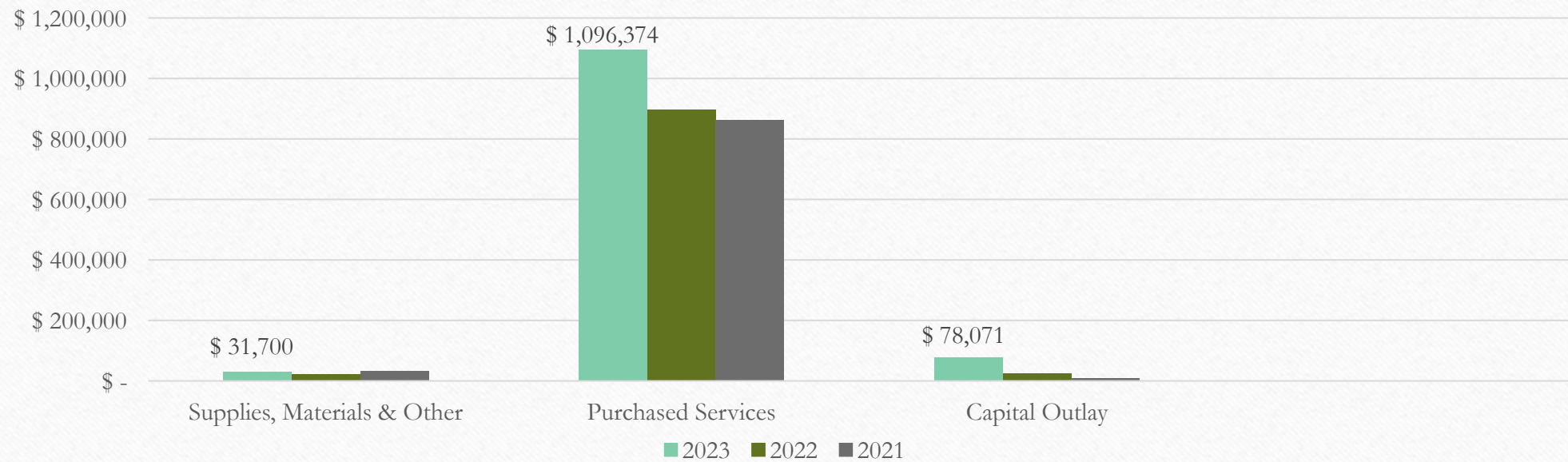
---

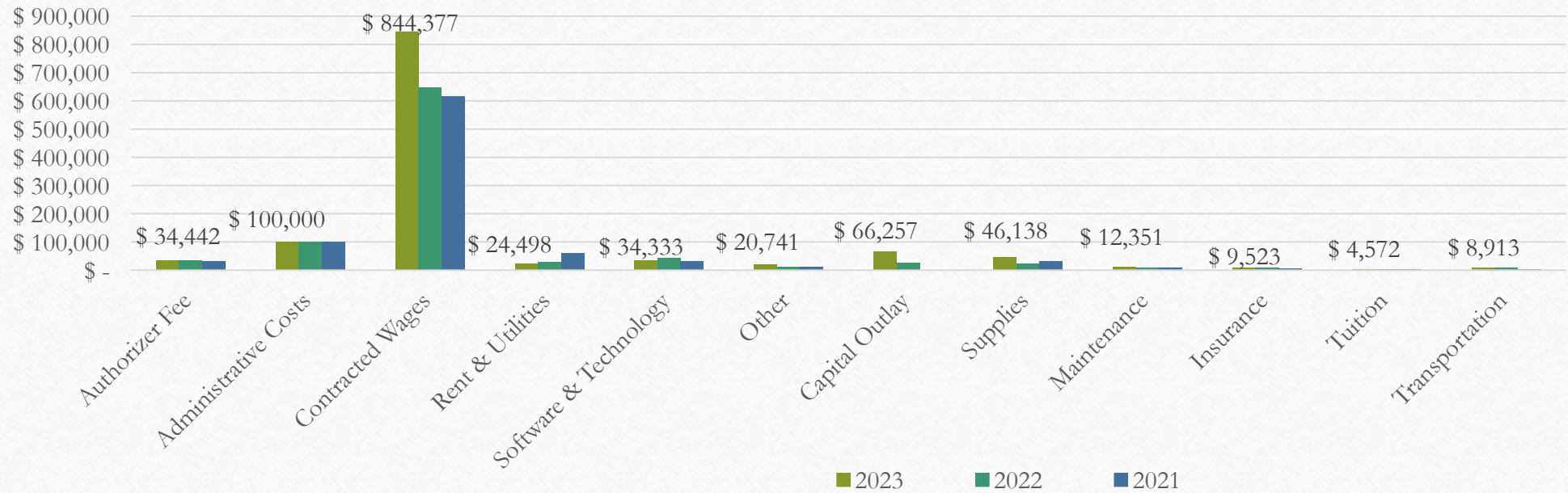
- **General Fund -**  
\$1,979,527  
(Increase of \$255,002)
  
- **Food Service Fund**  
\$1,882  
(Decrease of \$231)



# General Fund Revenues

# General Fund Expenses





# General Fund Expenses– 3 Year Comparison

# Notes to the Financial Statements

---

Current Year Change in Accounting Principal: GASB 96:

- For 2023, the Academy implemented GASB Statement No. 96 “Subscription-Based Information Technology Arrangements (SBITA)”.

# Notes to the Financial Statements

## Related Party Transactions:

- Academy Trustee is also the Director of NEMCSA
  - NEMCSA School Success Worker - \$27,220





## Required Supplementary Information

---

Page 25

- Budget to Actual Comparisons
  - General Fund Revenues:
    - Original Budget - \$1,170,456
    - Final Budget - \$1,504,161
    - Actual - \$1,461,147
    - Variance - \$43,014 (2.86%)
  - General Fund Expenses:
    - Original Budget - \$1,104,207
    - Final Budget - \$1,167,335
    - Actual - \$1,206,145
    - Variance - \$38,810 (3.32%)



# Other Information

Begins on Page 26

Individual Fund Schedules

Independent Auditors' Report on  
Internal Control – No Findings

No Corrective Action Plan  
Required

# Management Letter – Appendix I



# Management Letter – Appendix II

---



**Material Weakness:**

None



**Significant Deficiency:**

None



**Other Matters:**

IT Inventory Listing

Status of Prior Year Comments:

Equitable Cost Allocation – Progress Made

Food Service Fund Budget – Corrected

Management Letter – Appendix II



Any Questions?

---

**Cynthia R. Scott, CPA, CFE**

**Audit Partner ~ Certified Fraud Examiner**

**West Branch Office**

**(989) 345-0850**

**[cynthias@scopc.com](mailto:cynthias@scopc.com)**



District:	<b>Alternative Educational Academy of Ogemaw County</b>
Auditor:	Shannon Rea, COOR ISD Pupil Accounting Auditor <i>SR</i>
Date:	December 1, 2023

**The GAD Audit** was performed as part of my desk and field audit for building: **Alternative Educational Academy of Ogemaw Co.**

**Field Audit--Graduates/High School Completers**

I sampled 2% percent (total 41 sampled 2) of Graduates/High School Completers (01, 02, 03, 04, 05, 06, 20, 21, 40, 41), one pupil from each exit code reported (codes 03, 05) and found 0 errors.

Error rate 0%

**Exempt Exit Codes**

I sampled 5% percent (total 4 sampled 2) of exit codes (9, 12, 14, 15), one pupil selected from each exit code (codes 09, 14) reported and found 0 errors.

Error rate 0%

**Exit Code Change Requests**

Pursuant to the GAD audit standards, I conducted a 100 percent audit of the exit code changes for your district:

- Number of exit code changes requested: 0
- Number of exit code change requests approved: 0
- Number of exit code change requests denied: 0

Your district did not submit any exit change requests for the 2021, 2022, 2023 cohorts.

Note: Please remember to continue to review all MER (Missing Expected Records) & Dropout records annually and submit any changes during the appeals window to improve your district's PEPE report that is released to the public at the end of the GAD audit year.

The highlighted Policy titles are optional policies. If the District elects not to adopt one or more of these Policies, please mark the Policy as “Intentionally Left Blank” after the Policy number.

## TABLE OF CONTENTS

### ***SERIES 4000: DISTRICT EMPLOYMENT***

#### **4100 Employee Rights and Responsibilities**

- 4101 Non-Discrimination
- 4102 Anti-Harassment, Including Sexual Harassment
- 4103 Whistleblowers’ Protection
- 4104 Employment Complaint Procedure
- 4104-F-1 Discrimination-Retaliation Complaint Form
- 4105 Workplace Accommodations for Employees and Applicants Under State and Federal Law
- 4106 Family and Medical Leave Act (FMLA)
- 4107 Military Leave
- 4108 Union Activity and Representation
- 4109 Break Time for Nursing Mothers
- 4110 Reimbursement
- 4111 Professional Development
- 4112 Extracurricular Employees or Volunteers

#### **4200 Employee Conduct and Ethics**

- 4201 Employee Ethics and Standards
- 4201-AG Employee Ethics and Standards – Time and Effort Reporting
- 4202 Children’s Protective Services (CPS) Reporting and Student Safety and Welfare
- 4203 Corporal Punishment and Limited Use of Reasonable Force
- 4203-AG Corporal Punishment and Limited Use of Reasonable Force
- 4204 Confidentiality of Student Information
- 4205 Hiring and Background Checks
- 4205-AG-1 Criminal Justice Information Security (Non-Criminal Justice Agency)
- 4206 Employment Contracts
- 4207 Third-Party Contracting ~~of Non-Instructional Support Services~~
- 4208 Applicant and Employee Criminal Arrest, Charge, Conviction
- 4209 Prohibition Against Abortion Referrals and Assistance
- 4210 Drug and Alcohol Free Workplace; Tobacco Product Restrictions
- 4211 Alcohol and Controlled Substances for Transportation Employees Subject to the Omnibus Transportation Employee Testing Act or Intentionally Left Blank
- 4212 Employee Assistance Program
- 4213 Anti-Nepotism
- 4214 Outside Activities and Employment
- 4215 District Technology and Acceptable Use Policy
- 4216 Personal Communication Devices
- 4217 Social Media
- 4218 Employee Dress and Appearance

- 4219 Attendance
- 4220 Use or Disposal of District Property
- 4221 Employee Speech
- 4222 Unauthorized Work Stoppage and Strikes
- 4223 Resignation
- 4224 Personnel Files and Payroll Information
- 4225 Temporary Remote Work or Intentionally Left Blank
- 4226 Intentionally Left Blank
- 4227 False Medicaid Claims or Intentionally Left Blank
- 4228 No Expectation of Privacy

**4300 Non-Exempt Staff**

- 4301 Definition
- 4302 Minimum Wage and Overtime
- 4303 Compensatory Time or Intentionally Left Blank
- 4304 Employee Timekeeping Responsibilities
- 4305 Michigan Paid Medical Leave Act (MPMLA) or Intentionally Left Blank
- 4306 Assignment and Transfer
- 4307 Performance Evaluation
- 4308 Reduction and Recall of Non-Exempt Staff
- 4309 Discipline and Termination

**4400 Professional Staff**

- 4401 Definition
- 4402 Assignment and Transfer
- 4402-R Placement (Effective July 1, 2024)
- 4403 Performance Evaluation
- 4403-R Performance Evaluation (Effective July 1, 2024)
- 4404 Performance Based Compensation for Teachers or Intentionally Left Blank
- 4405 Reduction in Force and Recall
- 4405-R Reduction in Force and Recall (Effective July 1, 2024)
- 4406 Professional Improvement Sabbaticals
- 4407 Discipline
- 4408 Termination
- 4409 Non-Renewal
- 4409-R Non-Renewal (Effective July 1, 2024)

**4500 Administrators/Supervisors**

- 4501 Definition
- 4502 Assignment and Transfer
- 4503 Performance Evaluation
- 4503-R Performance Evaluation (Effective July 1, 2024)
- 4504 Performance Based Compensation for Administrators/Supervisors or Intentionally Left Blank
- 4505 Reduction and Recall
- 4506 Discipline

4507 Termination  
4508 Administrator Non-Renewal

**4600 The Superintendent**

4601 General  
4602 Hiring  
4603 Performance Evaluation  
4604 Absence/Incapacity  
4605 Gifts and Donations  
4606 Discipline and Termination  
4607 Non-Renewal

**Thrun Policy Service  
Checklist for Policy Manual Completion**

**Series 4000: District Employment**

	<b>Policy Number</b>	<b>Section</b>	<b>Information to be Completed</b>
<input type="checkbox"/>	4104	A.1	Insert employment compliance officer's contact information. Consider listing two individuals.
<input type="checkbox"/>	4106	A.1.b	Select one of four options regarding how the FMLA leave year will be calculated (rolling backward recommended).
<input type="checkbox"/>			If adoption of Policy 4106 results in a change in the leave year for an eligible District employee, the District must give notice to the affected employee at least 60 days before the change becomes effective.
<input type="checkbox"/>		K	The District must post the appropriate FMLA rights poster.  This policy references Department of Labor FMLA forms, which may be found at: <a href="http://www.dol.gov/agencies/whd/fmla/forms">www.dol.gov/agencies/whd/fmla/forms</a> .
<input type="checkbox"/>	4107	F	The District must post employee rights under the USERRA.
<input type="checkbox"/>	<u>4108</u>		<u>The Board may include an optional provision regarding the charging of administrative fees for the process of collecting and processing dues and other deductions.</u>
<input type="checkbox"/>	4201-AG		Identify position highlighted throughout the AG.
<input type="checkbox"/>	4202	B.6	In section B.6 the Board may authorize the Superintendent or designee to implement measures to prevent sexual abuse of children. If the optional language is not used, insert the word "Reserved" to maintain numbering of succeeding sections.
<input type="checkbox"/>	4203		The Superintendent is required to distribute AG 4203 to employees, volunteers, and contractors.
<input type="checkbox"/>	4205	A	Insert the number of calendar days that the District will post job vacancies.
<input type="checkbox"/>	4210	D	Optional if the District does not employ employees subject to the OTETA. If the optional language is not used, insert the word "Reserved" to maintain numbering of succeeding sections.
<input type="checkbox"/>	4211		Optional if the District does not employ employees subject to the OTETA. If this policy is not adopted, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number <i>and</i> in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.
<input type="checkbox"/>	<u>4216</u>	<u>G</u>	<u>Optional language that allows for the recording of communications or images of students, parents, co-workers, or non-public meetings given there is an educational purpose to do so.</u>

- |                          |               |  |
|--------------------------|---------------|--|
| <input type="checkbox"/> | 4220          | Optional language that provides that the Superintendent or designee may approve personal use of District property in advance.  |
| <input type="checkbox"/> | 4225          | Optional Policy: This is an optional policy that may be adopted to provide for remote work requests. If this policy is not adopted, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number <i>and</i> in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.  |
| <input type="checkbox"/> | 4227          | This policy is required if the District receives an annual amount of at least \$5,000,000 in Medicaid payments. If this policy is not adopted, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number <i>and</i> in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.   |
| <input type="checkbox"/> | 4301          | Choose whether to adopt a one year probationary period for non-exempt employees.   |
| <input type="checkbox"/> | 4303          | The compensatory time policy is optional, but recommended if the District maintains compensatory time for employees. If this policy is not adopted, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number <i>and</i> in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.  |
| <input type="checkbox"/> | 4305          | Adoption of this policy is required if the District has 50 or more employees and optional if the District has less than 50 employees. If this policy is not adopted, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number <i>and</i> in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.   |
| <input type="checkbox"/> | A             | Decide whether to include the MPMLA grandfather language.  |
| <input type="checkbox"/> | B             | The Board may adjust the start and end date of the 12-month benefit year for MPMLA.  |
| <input type="checkbox"/> | D             | The Board must select either earn-as-you-go or front load the hours of paid medical leave for MPMLA.   |
| <input type="checkbox"/> | F             | The Board must identify whether the leave will be in hour(s)/day increments.   |
| <input type="checkbox"/> | G             | A current MPMLA poster created by the Michigan Department of Licensing and Regulatory Affairs must be posted.  |
| <input type="checkbox"/> | <u>4402-R</u> | <u>This policy's title contains an "-R" to indicate that this "Revised" version of the policy will not become effective until July 1, 2024. Accordingly, your current, respective Board policy must also remain in place through June 30, 2024, and the "Revised" policies will become effective on July 1, 2024. The provided sample Board resolution to adopt the Policy Updates reflects this timeline for the "-R" policies. We recommend that districts maintain the "-R" designation within the policy file name and post the policy after adoption.</u> |
| <input type="checkbox"/> | 4403          | Post teacher evaluation information on the District's website as required under MCL 380.1249.  |

- 4403-R This policy's title contains an "-R" to indicate that this "Revised" version of the policy will not become effective until July 1, 2024. Accordingly, your current, respective Board policy must also remain in place through June 30, 2024, and the "Revised" policies will become effective on July 1, 2024. The provided sample Board resolution to adopt the Policy Updates reflects this timeline for the "-R" policies. We recommend that districts maintain the "-R" designation within the policy file name and post the policy after adoption.
- A.7 The Board must select between biennial or triennial year-end evaluations for the tenured teacher performance evaluation system.
- Post teacher evaluation information on the District's website as required under MCL 380.1249.

4404 Optional Policy: If this policy is not adopted, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.

- 4405 A.1.d.v The Board must select one of two options when a reduction or recall decision involves multiple teachers and they have the same effectiveness score. The Board may include an optional provision that states the Board will provide at least 30 calendar days' notice of a reduction in force.
- A.2 The Board should determine whether a teacher is eligible for recall within a period when the reduction in force was implemented. 12 months is recommended.

- 4405-R This policy's title contains an "-R" to indicate that this "Revised" version of the policy will not become effective until July 1, 2024. Accordingly, your current, respective Board policy must also remain in place through June 30, 2024, and the "Revised" policies will become effective on July 1, 2024. The provided sample Board resolution to adopt the Policy Updates reflects this timeline for the "-R" policies. We recommend that districts maintain the "-R" designation within the policy file name and post the policy after adoption.
- A.1.d.v The Board must select one of two options when a reduction or recall decision involves multiple teachers and they have the same effectiveness score.
- The Board may include an optional provision that states the Board will provide at least 30 calendar days' notice of a reduction in force.
- A.2.a The Board should determine whether a teacher is eligible for recall within a period when the reduction in force was implemented. 12 months is recommended.

4408 C The Board may select an option that permits a non-teaching professional to be subject to a 5 year probationary period and may be non-renewed or terminated at will by the Board.

4409 A.4 The Board may select an option that permits a non-teaching professional to be non-renewed or terminated at any time by the Board.

4409-R This policy's title contains an "-R" to indicate that this "Revised" version of the policy will not become effective until July 1, 2024. Accordingly, your current, respective Board policy must also remain in place through June 30, 2024, and the "Revised" policies will become effective on July 1, 2024. The provided sample Board resolution to adopt the Policy Updates reflects this timeline for the "-R" policies. We recommend that districts maintain the "-R" designation within the policy file name and post the policy after adoption.

- ~~4409~~      A.43      The Board may select an option that permits a non-teaching professional to be non-renewed or terminated at any time by the Board. If the optional language is not used, insert the word “Reserved” to maintain numbering of succeeding sections.
- The Board can determine whether it will require 4 or 5 years of probationary service.

---

- 4503      The District must post administrator evaluation information on the District’s website as required under MCL 380.1249 and 380.1249b.

---

- 4503-R      This policy’s title contains an “-R” to indicate that this “Revised” version of the policy will not become effective until July 1, 2024. Accordingly, your current, respective Board policy must also remain in place through June 30, 2024, and the “Revised” policies will become effective on July 1, 2024. The provided sample Board resolution to adopt the Policy Updates reflects this timeline for the “-R” policies. We recommend that districts maintain the “-R” designation within the policy file name and post the policy after adoption.
- The District must post administrator evaluation information on the District’s website as required under MCL 380.1249 and 380.1249b.

---

- 4504      Optional Policy: If this policy is not adopted, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.

---

- 4505      Insert length of time administrator, supervisor, or director is eligible for recall. We recommend aligning this time period with the teacher recall period in Policy 4405.

---

- 4506      The Board may include an option that provides disciplinary action resulting in five days or more of lost pay must be reviewed by the Board for Administrators, Supervisors, or Directors.

---

- 4508      Insert the number of calendar days that the supervisor's or director's nonrenewal recommendation must be presented to the Board. We recommend no less than 30 calendar days.

---

- 4601      B.32      The Board may exercise the option of authorizing the Superintendent to suspend students up to 59 days and expel students consistent with Policy 5206. If the optional language is not used, insert the word “Reserved” to maintain numbering of succeeding sections.

---

- 4603      The District must post Superintendent evaluation information on the District’s website as required under MCL 380.1249 and MCL 380.1249b.

## Series 4000: District Employment

### 4100 Employee Rights and Responsibilities

#### 4108 *Union Activity and Representation*

The District will not engage in any of the following:

- interfere with, restrain, or coerce employees in the exercise of their rights under the Public Employment Relations Act (PERA);
- discriminate in regard to hire, terms, or other conditions of employment based on membership or non-membership in a labor organization;
- discriminate against an employee because he/she has given testimony or instituted proceedings under PERA;
- initiate, create, dominate, contribute to, or interfere with the formation or administration of any labor organization; and
- use public school resources to assist a labor organization in collecting dues or service fees from wages of public school employees-, unless a collective bargaining agreement expressly permits dues or service fee deductions from wages. Upon the expiration of the collective bargaining agreement, the District is not obligated to collect labor organization dues or service fees. [Optional: Unless prohibited by a collective bargaining agreement, the District may charge an administrative fee to the labor organization for collecting and processing dues and other deductions on the organization's behalf.]

This Policy must be implemented consistent with Policy 1101.

An employee who is subject to an investigatory interview that may result in discipline or reasonably believes that an investigatory interview may result in discipline may bring to the investigatory meeting another employee, or a union representative, if the employee is in an exclusively represented bargaining unit. If the employee's union representative of choice is not immediately available, the investigatory meeting need not be delayed and may proceed with another representative present.

The District may permit a union representative to attend other meetings, but is not obligated to do so unless required by law or by an applicable collective bargaining agreement. District administration is not required to inform an employee of the right to union representation.

An employee is not entitled to have legal representation present at an employment-related meeting with District administration, unless the Superintendent or designee gives prior permission.

Legal authority: MCL 423.209, 423.210; Janus v AFSCME, Council 31, 138 S. Ct. 2448 (2018); NLRB v J Weingarten, Inc, 420 US 251 (1975)

Date adopted:

Date revised:

## Series 4000: District Employment

### 4200 Employee Conduct and Ethics

#### 4207 ~~Third-Party Contracting~~ ***of Non-Instructional Support Services***

~~The Board may contract on a continuing or temporary basis with a third party as the Board determines necessary to provide specialized services.~~

~~The Board may contract with a third party for 1 or more non-instructional support services currently performed by a bargaining unit if the affected bargaining unit is given the opportunity to bid on the contract for those services on an equal basis as other bidders.~~

~~If a third party contractor is~~ This Policy must be implemented consistent with Policy 1101. Unless expressly prohibited by a collective bargaining agreement and to the maximum extent permitted by law, the Board or designee may contract with third parties as determined by the Board.

Any selected, ~~the~~ third-party contractor must fully comply with Policies 2202 and 4205(C).

Legal authority: MCL 423.215380.11a(3)(f)

Date adopted:

Date revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### 4402-R Assignment and Transfer Placement (Effective July 1, 2024)

~~The Superintendent or designee has authority to assign or transfer Professional Staff, and to add or remove duties and responsibilities.~~

This Policy must be implemented consistent with Policy 1101.

#### ~~A. Teachers~~

#### A. Teacher as Defined by Revised School Code Section 1249

The appropriate placement of effective teachers is an essential component in promoting student academic growth, educational outcomes, and quality educational services. The Superintendent or designee may ~~assign, transfer, place, or fill vacant positions~~ make teacher placement decisions at ~~the Superintendent's or designee's~~ their discretion consistent with this Policy.

Placement includes, but is not limited to, assignment, transfer, or the filling of a ~~vacant~~ position with current staff or newly hired teachers. For vacant positions see Paragraph C (Vacancy).

Placement does not include reduction in force or recall decisions governed by Policy 4405.

1. Teacher Consistent with Revised School Code Section 1248, teacher placement decisions ~~should~~ shall be based on the following clear and transparent factors:

1.a. Staffing the curriculum with the most effective, certified, and qualified teachers to instruct the applicable courses ~~and~~ grades, and school schedule.

2.b. ~~The teacher holding proper~~ Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by ~~provisions of~~ the Revised School Code, MDE's Teacher Certification Code ~~and~~ MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

~~3. The teacher's qualifications, including:~~

c. Teacher placement decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy 4403.

d. Teacher placement decisions will be guided by the following criteria:

- i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).
- ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
  - A) Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations; and
  - B) Based on documentation on file with the Superintendent's office.
    - 1) A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.
    - 2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.
- iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:
  - a.A) Compliance with applicable state or federal or state regulationsregulatory standards, including foundations, grantsstandards established as a condition to receipt of foundation, grant, or categorical fundingrequirements;
  - b.B) Credentials needed for District, school, or program accreditation;
  - e.C) District-provided professional development, training, and relevantacademic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;
  - D) priorRelevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;
  - E) Disciplinary record, if any
  - F) Length of service in a grade level(s) or subject area(s);

~~d.G) Recency of relevant and comparable teaching experience; and assignments;~~

~~H) other Previous effectiveness ratings;~~

~~I) Attendance and punctuality;~~

~~J) Rapport with colleagues, parents, and students;~~

~~K) Ability to withstand the strain of teaching;~~

~~L) Compliance with state and federal law; and~~

~~e.M) Other relevant factors as determined by the Superintendent or designee.~~

~~4. Additionally, teacher placement may be made based on teacher effectiveness, as determined through the teacher effectiveness criteria established in Revised School Code Section 1248 and Policy 4403.~~

~~e. Length of service may be considered as a tiebreaker if a teacher placement decision involves 2 or more teachers and all other factors distinguishing those teachers from each other are equal.~~

**B. Placement of Non-Teaching Professionals Not Subject to Revised School Code Section 1249**

If a collective bargaining agreement or individual employment contract governs the Non-Teaching Professional's employment, the Superintendent or designee will ~~adhere to~~ comply with the applicable language on ~~assignment or transfer~~ placement.

If ~~no applicable~~ a collective bargaining agreement or individual employment contract ~~exists or if an existing collective bargaining agreement or individual employment contract agreement does not address the~~ assignment or transfer placement of Non-Teaching Professionals, the Superintendent or designee is authorized to ~~assign and transfer~~ place Non-Teaching Professionals at ~~the Superintendent's or designee's~~ their discretion, ~~in conformance with subsection A of this Policy.~~

**C. Vacant Positions**

G.1. Vacancies may be posted consistent with Policy 4205. The Superintendent or designee determines when a vacancy exists. Generally, a vacancy is an unassigned, open position or a newly created position which the District intends to permanently fill.

2. Vacancies may be filled by a certified and qualified internal or external candidate consistent with this Policy. The Superintendent or designee has full

discretion to assign Professional Staff or contractors to cover employee absences consistent with business necessity and operational needs.

Legal authority: MCL 380.11a, 380.601a, 380.1248; ~~MCL 423.215(3)(j), 423.215(4),~~  
380.1249

Date adopted:

Dated revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### 4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System

#### Optional Checklist for Adopting Performance Evaluation System (Effective July 1, 2024)

This Form must be implemented consistent with Policy 1101.

	At-a-Glance	Requirements	System Documentation	Responsible Person(s)
1	Involvement of Teachers and Administrators <u>and Collective Bargaining</u>	<input type="checkbox"/> Before the District adopted the evaluation system, was there “involvement” from teachers and administrators?  <input type="checkbox"/> <u>Did the District adopt the evaluation system after collective bargaining?</u>		
2	Effectiveness Rating	<p>Does the District’s evaluation system:</p> <input type="checkbox"/> Rate teachers as <u>highly effective, effective, minimally effective/developing, or ineffective/need support?</u> <input type="checkbox"/> Assign <u>an a year-end</u> effectiveness rating <u>based on the teacher’s score on the annual year-end evaluation?</u> <input type="checkbox"/> Use multiple rating categories? <u>and</u> <input type="checkbox"/> Require dismissal of a teacher who has been rated ineffective <u>or needing support</u> on 3 consecutive year-end evaluations? <p>Is the evaluation system used to inform decisions regarding:</p> <input type="checkbox"/> Teacher effectiveness? <u>and</u> <input type="checkbox"/> <u>Teacher promotion and retention?</u> <input type="checkbox"/> Teacher development, including providing coaching, professional development, and instructional support? <u>and</u> <input type="checkbox"/> <u>Whether to “grant” tenure or certification?</u>		
3	Rigorous, Transparent,	<input type="checkbox"/> Is the evaluation system rigorous, transparent, and fair?		

**4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	At-a-Glance	Requirements	System Documentation	Responsible Person(s)
	<del>and Fair, and Streamlined</del>	<del><input type="checkbox"/> Are the evaluation procedures streamlined, transparent, and fair?</del>		
4	Evaluation Tool	<input type="checkbox"/> Has the District adopted and implemented: <ul style="list-style-type: none"> <li><input type="checkbox"/> An evaluation tool from the MDE list in RSC Section 1249(54)?</li> <li style="text-align: center;"><i>or</i></li> <li><input type="checkbox"/> A modified tool from the <b>MDE</b> list?</li> <li style="text-align: center;"><i>or</i></li> <li><input type="checkbox"/> A local evaluation tool?</li> </ul> <input type="checkbox"/> Are all similarly situated teachers in the District evaluated using the same tool?		
5	Website Postings	Has the District posted on its website the following information about the evaluation tool(s) it uses for the teacher performance evaluation system: <ul style="list-style-type: none"> <li><input type="checkbox"/> Research base for evaluation framework, instrument, and process?</li> <li><input type="checkbox"/> Assurance that any modifications or adaptations to evaluation tool do not compromise the validity of the research base?</li> <li><input type="checkbox"/> Identity and qualifications of the evaluation tool's author(s) or the identity and qualifications of the person(s) with expertise in teacher evaluation who has/have reviewed any adaptation(s) or modification(s) to the tool?</li> <li><input type="checkbox"/> Either:               <ul style="list-style-type: none"> <li><input type="checkbox"/> Evidence of reliability, validity, and efficacy (or a plan for developing that evidence) of the evaluation tool? <i>or</i></li> <li><input type="checkbox"/> Assurance that any adaptations or modifications of the tool do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process?</li> </ul> </li> <li><input type="checkbox"/> Evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators?</li> <li><input type="checkbox"/> Description of processes for conducting classroom observations, collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans?</li> <li><input type="checkbox"/> Description of plan for providing training to evaluators and observers?</li> </ul>		

**4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	At-a-Glance	Requirements	System Documentation	Responsible Person(s)
6	Training	<ul style="list-style-type: none"> <li><input type="checkbox"/> Is training on the evaluation tool(s) provided:                             <ul style="list-style-type: none"> <li><input type="checkbox"/> To teachers, evaluators, and observers? <i>and</i></li> <li><input type="checkbox"/> By a qualified trainer?</li> </ul> </li>   <li><input type="checkbox"/> Note: RSC Section 1249(2)(n) states that an individual with “expertise” in the tool(s) used by the District must provide training for evaluators and observers. The trainer can be a consultant or an individual who “has been trained to train others in the use of the evaluation tool or tools.”</li>   <li><input type="checkbox"/> <u>Has training been provided to evaluators by September 1, 2024, and every 3 years after, that includes at least all of the following:</u> <ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Evaluation criteria?</u></li> <li><input type="checkbox"/> <u>Clear expectations for what evaluators should look for when assessing teacher performance (including identifying key behaviors and practices of effective teachers)?</u></li> <li><input type="checkbox"/> <u>Training on the evaluation process (including conducting classroom observations, collecting data, and analyzing results)?</u></li> <li><input type="checkbox"/> <u>Calibration exercises that help evaluators practice using the evaluation criteria? <i>and</i></u></li> <li><input type="checkbox"/> <u>Ongoing support (including feedback and coaching)?</u></li> </ul> </li> </ul>		
7	<del>Annual</del> Year-End Evaluation	<ul style="list-style-type: none"> <li><input type="checkbox"/> Is there at least <del>an annual</del> year-end evaluation?</li> <li><input type="checkbox"/> Does the year-end evaluation contain the required <u>locally agreed-on</u> student growth <del>/and</del> assessment data <u>? or student learning objectives metrics?</u> (See No. <u>4316</u> below)</li> <li><input type="checkbox"/> Is the portion of the year-end evaluation that is not based on student growth <del>/and</del> assessment data <u>or student learning objectives metrics</u> based primarily on teacher performance as measured by the evaluation tool adopted by the District?</li> <li><input type="checkbox"/> <del>Does</del> <u>Is</u> the portion of the year-end evaluation that is not measured using student growth <del>/and</del> assessment data <u>or student learning objective metrics or</u> by the adopted evaluation tool <del>incorporate the</del> <u>based on objective</u> criteria <u>enumerated in RSC Section 1248(1)(b)(i) to (iii)? (See Nos. 14-16 below)?</u></li> </ul>		

**4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	At-a-Glance	Requirements	System Documentation	Responsible Person(s)
		<ul style="list-style-type: none"> <li><input type="checkbox"/> Does the evaluation system provide that if a teacher has been rated as highly effective <u>or effective</u> on <u>the 3 most recent</u> consecutive year-end evaluations, the District may choose to conduct that teacher’s evaluation every 2 <u>or 3</u> years rather than annually?</li> <li><del><input type="checkbox"/> Does the evaluation system provide that a tenured teacher who is rated as ineffective on an annual year-end evaluation may request the Superintendent to review the evaluation and rating based on the following?</del></li> <li><del><input type="checkbox"/> Teacher must submit his/her request within 20 days after <input type="checkbox"/> <u>Is the year-end evaluation in writing?</u></del> <ul style="list-style-type: none"> <li><del><input type="checkbox"/> <u>Note: If an evaluation is not in writing,</u> the teacher is <del>informed of the ineffective</del> <u>deemed effective for that</u> evaluation rating;</del></li> <li><del><input type="checkbox"/> <u>Teacher cannot request review more than twice in a 3 school-year period; and</u></del></li> </ul> </li> <li><del><input type="checkbox"/> <u>Upon receipt of the request, Superintendent shall review the evaluation and the rating and may make any appropriate modifications.</u></del></li> <li><input type="checkbox"/> Note: While not part of RSC Section 1249, the Tenure Act requires that a probationary teacher’s year-end evaluation be based on classroom observations and include at least an assessment of the probationary teacher’s progress on his/her individualized development plan (IDP).</li> <li><input type="checkbox"/> Note: While not part of RSC Section 1249, the Tenure Act requires that the year-end evaluation of a tenured teacher contain “multiple classroom observations” and an assessment of the teacher’s progress in meeting IDP goals.</li> </ul>		
8	<u>Evaluation Review</u>	<ul style="list-style-type: none"> <li><del><input type="checkbox"/> Does the evaluation system provide that a tenured teacher who is rated as needing support on a year-end evaluation may request the Superintendent to review the evaluation and rating subject to the following?</del></li> <li><del><input type="checkbox"/> <u>Teacher must submit his/her request in writing within 30 days after the teacher is informed of the needing support evaluation rating;</u></del></li> <li><del><input type="checkbox"/> <u>Within 30 days after receiving the request, the Superintendent must provide the teacher with a written response regarding his/her findings;</u></del></li> <li><del><input type="checkbox"/> <u>If the written response from the Superintendent does not resolve the matter, the teacher or union representative may submit a written request for mediation within 30 days after the teacher received the response; and .</u></del></li> </ul>		

**4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	At-a-Glance	Requirements	System Documentation	Responsible Person(s)
		<ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Within 15 days of receipt of the request, the Superintendent must provide a written response to the teacher or union representative stating that the mediation will be scheduled as appropriate.</u></li> <li><input type="checkbox"/> <u>Does the evaluation system provide that a tenured teacher who receives 2 consecutive ratings of needing support may use the grievance process of an applicable collective bargaining agreement or employment contract for review of the teacher’s second evaluation rating or the evaluation process?</u></li> <li><input type="checkbox"/> <u>Does the evaluation system provide that, if the grievance procedure does not end in binding arbitration, the teacher may request binding arbitration by filing a demand for arbitration within 30 days after the teacher receives the written response from the Superintendent?</u></li> </ul>		
89	Classroom Observations	<ul style="list-style-type: none"> <li><input type="checkbox"/> Are classroom observations included in the performance evaluation?</li> <li><input type="checkbox"/> Does each observation include review of:                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Lesson plan?</li> <li><input type="checkbox"/> State curriculum standard being used? <i>and</i></li> <li><input type="checkbox"/> Student engagement in the lesson?</li> </ul> </li> <li><input type="checkbox"/> Note: An observation <u>must not be less than 15 minutes but</u> does <i>not</i> need to be for an entire class period.</li> <li><input type="checkbox"/> Note: Tenure Act specifies that the “format and number” of classroom observations is to be determined by the District in “consultation” with teachers and administrators.</li> <li><input type="checkbox"/> <del>For teachers not rated as effective or highly effective on their 2 most recent year-end evaluations:</del></li> <li><input type="checkbox"/> Are at least 2 classroom observations required <u>in each school year?year that the teacher is evaluated?</u> <ul style="list-style-type: none"> <li><input type="checkbox"/> <del>Is at least 4</del>Note: One observation <u>may be</u> unscheduled?.</li> </ul> </li> <li>Caution: The Tenure Act provides that tenured teacher evaluations are to be supported by “multiple” observations.</li> <li><input type="checkbox"/> Will the Administrator responsible for the teacher’s evaluation conduct at least one of the observations?                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Note: Other observations may be conducted by observers who are trained in the evaluation tool.</li> </ul> </li> </ul>		

**4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	At-a-Glance	Requirements	System Documentation	Responsible Person(s)
		<input type="checkbox"/> Note: These other observers <i>may</i> be teacher leaders. <input type="checkbox"/> Is <u>written</u> observation feedback required to be provided to teachers within 30 days after <i>each</i> observation? (See No. <del>10 below</del> <u>12 below</u> ) <input type="checkbox"/> <u>Is there a post-observation meeting after each observation?</u> (See No. 13 below)		
<u>91</u> <u>0</u>	Specific Performance Goals	<input type="checkbox"/> Does the year-end evaluation have specific performance goals that will assist the teacher in improving effectiveness in the next school year? <input type="checkbox"/> Have those goals been developed in consultation with the teacher? <input type="checkbox"/> Has recommended training been identified that will assist the teacher in meeting those goals? <i>and</i> <input type="checkbox"/> For first year probationary teachers and for any teacher who received a minimally effective- <del>or</del> , ineffective, <u>needing support, or developing</u> rating on his/her most recent year-end evaluation, is there also: <input type="checkbox"/> An IDP that includes the above goals? <i>and</i> <input type="checkbox"/> Training designed to assist the teacher with improving his/her effectiveness?		
<u>40</u> <u>11</u>	<u>Written</u> Timely and Constructive Feedback	<input type="checkbox"/> Is there <u>written</u> timely and constructive feedback? <input type="checkbox"/> Is there a requirement that <u>written</u> observation feedback be given to teachers <i>within</i> 30 days after <i>each</i> observation?		
<u>12</u>	<u>Post-Observation Meeting</u>	<input type="checkbox"/> <u>Is there post-observation meeting after each observation?</u> <input type="checkbox"/> <u>Is there a requirement that the teacher's lesson plan, the state curriculum used, and student engagement in the lesson be discussed during a post-observation meeting?</u>		
<u>44</u> <u>13</u>	Mid-Year Progress Reports and Mentors	For first year probationary teachers and for any teacher who received a minimally effective- <del>or</del> , ineffective, <u>needing support, or developing</u> rating on his/her most recent year-end evaluation, <del>is</del> :  <input type="checkbox"/> <u>Is</u> there a mid-year progress report with all of the following attributes: <input type="checkbox"/> <del>Based at least in part on student achievement?</del> <input type="checkbox"/> Aligned with the teacher's individualized development plan?		

**4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	At-a-Glance	Requirements	System Documentation	Responsible Person(s)
		<ul style="list-style-type: none"> <li><input type="checkbox"/> Contains specific performance goals for the remainder of the school year (developed in consultation with the teacher)?</li> <li><input type="checkbox"/> Contains recommended training that would assist the teacher with meeting the goals? <i>and</i></li> <li><input type="checkbox"/> Contains a written improvement plan that includes:                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Above goals? <i>and</i></li> <li><input type="checkbox"/> Recommended training?</li> </ul> </li> <li><input type="checkbox"/> <u>Is a mentor assigned?:</u></li> <li><input type="checkbox"/> Note: <del>RSC Section 1249 encourages mentors for these teachers; however, mentors</del> <u>Mentors</u> are <u>also</u> required to be appointed for all teachers with less than 3 years of teaching experience under RSC Section 1526.</li> </ul>		
<p><u>42</u> <u>14</u></p>	<p>Ample Opportunities for Improvement</p> <ul style="list-style-type: none"> <li>• Improvement Plans</li> <li>• IDPs</li> </ul>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Are there “ample opportunities for improvement”?</li> <li><input type="checkbox"/> Is there a written improvement plan as part of the mid-year progress <i>report</i> for first year probationary teachers and for any teacher who has received an ineffective <del>or a</del> minimally effective, <u>needing support, or developing</u> rating on their most recent year-end evaluation?</li> <li><input type="checkbox"/> Note: While not part of RSC Section 1249, all probationary teachers are required to have an IDP developed by administrative personnel in consultation with the probationary teacher.</li> <li><input type="checkbox"/> Note: While not part of RSC Section 1249, if a tenured teacher receives a rating of <del>minimally effective or ineffective</del> <u>needing support</u> on his/her year-end evaluation, the District must provide that tenured teacher with an IDP developed by administrative personnel in consultation with the tenured teacher. Remediation period for tenured teachers under IDP:                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Must be specified</li> <li><input type="checkbox"/> Shall not exceed 180 days</li> </ul> </li> <li><input type="checkbox"/> Note: While not part of RSC Section 1249, the year-end performance evaluation should clearly indicate which IDP goals the teacher met or did not meet.</li> </ul>		
<p><u>43</u> <u>15</u></p>	<p><u>Locally Agreed-On Student Growth and Assessment Data</u></p>	<p><input type="checkbox"/> <del>Are there “clear” approaches to measuring student growth?</del></p>		

**4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	At-a-Glance	Requirements	System Documentation	Responsible Person(s)
	<p><u>or Student Learning Objectives Metrics</u></p>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Does the year-end evaluation include locally agreed-on student growth and assessment data or student learning objectives metrics?</u></li> <li><input type="checkbox"/> <u>Have the student growth and assessment data or student learning objectives metrics been collectively bargained?</u></li> <li><input type="checkbox"/> <u>Is 40% of annual year-end evaluation based on student growth and assessment data? or student learning objectives metrics?</u></li> <li><input type="checkbox"/> <u>Note: Student learning objectives are measurable, long-term, academic goals, informed by available data, that the teacher sets at the beginning of the school year for all students</u></li> <li><input type="checkbox"/> <u>Are teachers and administrators provided relevant data on student growth?</u></li> <li><input type="checkbox"/> <u>Are there “multiple measures” of student growth (e.g., student learning objectives, achievement of IEP goals, nationally normed or locally developed assessments aligned to state standards, research-based growth measures)?</u></li> <li><input type="checkbox"/> <u>Are the chosen assessments:</u> <ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Rigorous?</u></li> <li><input type="checkbox"/> <u>Comparable across schools within the District?</u></li> </ul> </li> <li><input type="checkbox"/> <u>(Optional) Is there allowance for exemption of student growth data for a particular student for a school year?</u></li> </ul>		
<p><b>Section 1248 Factors</b></p> <p><input type="checkbox"/> <b>Does the portion of the teacher’s year-end evaluation that is not measured either by student growth/assessment data or by the adopted evaluation tool incorporate the criteria enumerated in RSC Section 1248 (1)(b)(i) to (iii) that are not otherwise evaluated as student growth or within the adopted evaluation instrument?</b></p>				
44	Individual Performance	<ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Is student growth the “predominant factor” in the annual year-end evaluation?</u></li> <li><input type="checkbox"/> <u>Per RSC Section 1249, is 40% of the annual year-end evaluation based on student growth and assessment data?</u></li> </ul> <p><u>Pedagogical Skills. Does the annual year-end evaluation include a special determination concerning:</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Teacher’s knowledge of his/her subject area? and</u></li> <li><input type="checkbox"/> <u>Teacher’s ability to impart knowledge through:</u> <ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Planning?</u></li> </ul> </li> </ul>		

**4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	At-a-Glance	Requirements	System Documentation	Responsible Person(s)
		<ul style="list-style-type: none"> <li><input type="checkbox"/> <del>Delivering rigorous content?</del></li> <li><input type="checkbox"/> <del>Checking for/building higher-level understanding?</del></li> <li><input type="checkbox"/> <del>Differentiating?</del></li> <li><input type="checkbox"/> <del>Managing a classroom? and</del></li> <li><input type="checkbox"/> <del>Consistent preparation to maximize instructional time?</del></li> </ul> <p><del>Classroom Management. Does annual year-end evaluation consider teacher's:</del></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <del>Manner and efficacy of disciplining students?</del></li> <li><input type="checkbox"/> <del>Rapport with parents?</del></li> <li><input type="checkbox"/> <del>Rapport with other teachers? and</del></li> <li><input type="checkbox"/> <del>Ability to "withstand the strain of teaching"?</del></li> </ul> <p><del>Attendance and Discipline Record. Does annual year-end evaluation consider teacher's:</del></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <del>Attendance record? and</del></li> </ul> <p><del>[Caution: Do not penalize for absences or leaves required or allowed by law, policy or contract (e.g., FMLA, ADA, military, "excused"); consider only attendance violations or failure/refusal to comply with absence/leave procedures (e.g., reporting requirements, lesson plans)]</del></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <del>Discipline record?</del></li> </ul>		
15	Significant, Relevant Accomplishments and Contributions	<p><del>Does annual year-end evaluation consider whether teacher contributed to the school's overall performance by:</del></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <del>Making clear, significant, relevant contributions above the normal expectations for an individual in his/her peer group? and</del></li> <li><input type="checkbox"/> <del>Demonstrating a record of exceptional performance?</del></li> </ul>		
16	Relevant Special Training	<p><del>Does annual year-end evaluation consider whether the teacher:</del></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <del>Completed relevant training, other than professional development or continuing education that is required by employer or by state law? and</del></li> <li><input type="checkbox"/> <del>Integrated that training into instruction in a "meaningful" way?</del></li> </ul>		

**4403-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

**Unevaluated Teachers**

- Has the teacher been designated as unevaluated and not assigned an evaluation rating if any of the following apply:**
  - The teacher worked less than 60 days in that school year?**
  - The teacher's evaluation resulted were vacated through the grievance process? or**
  - The teacher and school district agree to designate the teacher as unevaluated because of extenuating circumstances?**
- If the teacher has been designated unevaluated, is the teacher's rating from the preceding school year used?**

## Series 4000: District Employment

### 4400 Professional Staff

#### 4403-R Performance Evaluation (Effective July 1, 2024)

Performance evaluations are essential to provide quality educational services and to measure competency. This Policy does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract's term, consistent with applicable statutes, collective bargaining agreements, Policies, and individual employment contracts. This Policy must be implemented consistent with Policy 1101.

#### A. Teachers as Defined by Revised School Code Section 1249

Teachers will be evaluated pursuant to a performance evaluation system underconsistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. ~~an annual~~ a year-end evaluation process that meets statutory standards;
2. an evaluation tool that incorporates components required by law, including:
  - ~~a. individual performance as a majority factor, including student growth (predominant factor), pedagogical skills (teacher's knowledge of the subject area and ability to impart that knowledge and preparation), classroom management, and relationships with students, parents/guardians, and other teachers;~~
  - ~~b. student growth as required by law;~~
  - ~~c. attendance and discipline;~~
  - ~~d. significant, relevant accomplishments and contributions; and~~
  - ~~e. relevant special training other than required professional development or continuing education.~~
  - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249;
  - b. the teacher's performance; and
  - c. objective criteria.
3. an individualized development plan (IDP) for with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
  - a. all probationary teachers, for;

- ~~b.~~ teachers rated minimally effective or ineffective, during the 2023-24 school year;
- ~~c.~~ teachers rated needing support or developing; or
- ~~3.d.~~ \_\_\_\_\_ at the evaluator's discretion ~~where~~when performance deficiencies are noted;
- ~~4.~~ classroom observations with appropriate feedback;
- ~~4.~~ classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard used in the lesson, and pupil engagement, with appropriate written feedback and a post-observation meeting between the teacher and the school administrator conducting the observation to discuss those items;
- ~~5.~~ a mid-year progress report, if required by law; ~~which aligns with the teacher's individualized development plan, includes specific performance goals developed by the evaluator, and any recommended training identified by the evaluator;~~
- ~~6.~~ an annual a year-end performance evaluation numerical score ("year-end effectiveness score"), unless the person qualifies for a biennial evaluation, correlated to effectiveness ratings of rating, of effective, developing, or needing support;
- ~~6.7.~~ tenured teachers rated as highly effective, effective, minimally or effective, or ineffective on the 3 most recent consecutive year-end evaluations may be evaluated [Choose one: biennially or triennially], but if the teacher is not rated as effective on one of the [Choose one: biennial or triennial] year-end evaluations, the teacher must receive year-end evaluations;
- ~~8.~~ a mentor for teachers rated developing or needing support or for teachers in the first year of probation;
- ~~9.~~ opportunity for a tenured teacher rated needing support on a year-end evaluation to request a review consistent with Revised School Code Section 1249;
- ~~7.10.~~ a tool approved by MDE, a modified MDE tool (if posting requirements are met);, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 and corresponding regulations;
- ~~8.11.~~ website posting of required information for the evaluation tool;
- ~~9.12.~~ training on the evaluation tool for teachers and evaluators as required by law; and
- ~~10.13.~~ other components that the Superintendent or designee deems relevant, important, or in the District's best interests.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end ~~annual~~ evaluations, the teacher shall be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teachers' Tenure Act.

If a teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used.

#### B. Non-Teaching Professionals Subject to the Teachers' Tenure Act

The performance evaluation system for a Non-Teaching Professional with a teaching certificate ~~who is~~ subject to the Teachers' Tenure Act must include multiple observations. An IDP will be developed during the employee's probationary period. Except during the probationary period, which must include annual evaluations, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

The Superintendent or designee also has discretion to implement an IDP if performance deficiencies are noted, regardless of the employee's effectiveness rating.

To the extent required by law, a tenured Non-Teaching Professional subject to the Teachers' Tenure Act rated as needing support may request a review consistent with Revised School Code 1249.

#### C. Non-Teaching Professionals Not Subject to the Teachers' Tenure Act

For Non-Teaching Professionals without a teaching certificate who are not subject to the Teachers' Tenure Act, the Superintendent or designee will evaluate the employee's performance at intervals determined by the Superintendent or designee, except annual evaluation will be performed during the employee's probationary period. The Superintendent or designee has discretion to select and use an evaluation tool that serves the District's best interests.

An IDP may be established at the Superintendent's or designee's discretion.

~~If the Non-Teaching Professional's employment is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the applicable language on evaluation.~~

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1233b, 380.1248, 380.1249; 380.1249a(2); MCL 423.215

Date adopted:

Date revised:

## Series 4000: District Employment

### 4400 Professional Staff

**4404 Performance Based Compensation for Teachers** [Optional] [Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with “Intentionally Left Blank” after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

The Superintendent or designee ~~will~~ may implement a performance based compensation system for Professional Staff teachers pursuant to Revised School Code Section 1250 and State School Aid Act Section 164h. ~~The system must include job performance and accomplishments as a significant factor and be based, at least in part, on student growth data as measured by assessments and other objective criteria for effective and highly effective professionals.~~ This Policy must be implemented consistent with Policy 1101.

~~All collective bargaining agreements addressing teachers must include a method of compensation that complies with this Policy.~~

~~The Superintendent or designee may implement a performance based compensation system for Non-Teaching Professionals.~~

Legal authority: MCL 380.11a ~~MCL 380.1249, 380.1250; MCL 388.1764h; MCL 423.215(3)(e)~~

Date adopted:

Date revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### **4405-R Reduction in Force and Recall (Effective July 1, 2024)**

This Policy must be implemented consistent with Policy 1101.

##### A. Reduction in Force and Recall for Classroom Teachers

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions. To the extent that the determinations involve Revised School Code Section 1248 requirements, the clear and transparent procedures of this Policy will guide the implementation of that statute.

##### 1. General Provisions

- a. The Superintendent ~~will be~~ responsible, acting within the approved budget, for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing teaching staff or that a reduction in teaching staff is necessary due to program ~~or~~ curricular, or other operational considerations, the Superintendent will recommend to the Board the teaching positions to be reduced.

~~b. If after a reduction of teachers, the Superintendent determines that the District's remaining programs and curriculum cannot be delivered through the existing teaching staff and that sufficient funds are budgeted to support an increase in the number of teachers, the Superintendent may recommend to the Board that teachers be added.~~

b. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code Section 1249 and Policy 4403.

- c. Decisions about the reduction and recall of teachers will be guided by the following criteria:

- ~~i. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), and department(s).~~

~~A) This Policy does not require the retention or recall of a probationary or tenured teacher whose most recent performance evaluation contains an overall rating of ineffective or minimally effective in~~

~~preference to any probationary or tenured teacher rated either effective or highly effective, as reflected in that teacher's most recent performance evaluation.~~

~~B).i. ), and school schedule(s).~~ A probationary teacher rated as effective or highly effective on the teacher's most recent annual year-end performance evaluation is not subject to ~~being displaced~~displacement by a tenured teacher solely because the other teacher is tenured under the Teachers' Tenure Act.

ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:

A) Determined by ~~applicable statutes and regulations, including~~ the Revised School Code, MDE's Teacher Certification Code, ~~and~~ MDE's Rules for Special Education Programs and Services, ~~and~~ other applicable statutes and regulations; and

B) Based on documentation on file with the Superintendent's office.

1) A teacher must maintain ~~current and~~ valid certification, approval, or authorization, as applicable, and ~~will be~~is responsible for filing a copy of the ~~teaching~~ certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code Section 1532.

2) If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

iii. In addition, teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based ~~upon~~on documentation on file with the Superintendent's office, including:

A) Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

B) ~~Compliance with applicable~~Credentials needed for District, school, or program accreditation requirements;

C) ~~Professional~~District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

~~D) Formal or specialized training in the subject area(s) or grade level(s); and~~

~~E) Prior teaching experience relevant to the instructional assignment and anticipated to contribute to the teacher's effectiveness, including:~~

~~1) Experience in a relevant building or department or at a relevant academic/grade level;~~

~~2) Experience teaching relevant instructional subjects;~~

~~D) Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;~~

~~E) Disciplinary record, if any;~~

~~F) Length of service in a grade level(s) or subject area(s);~~

~~3)G) Recency of relevant and comparable teaching assignments;~~

~~4)H) Previous effectiveness ratings;~~

~~5) Disciplinary record, if any~~

~~6)I) Attendance; and punctuality;~~

~~J) Rapport with colleagues, parents, and students;~~

~~K) Ability to withstand the strain of teaching;~~

~~L) Compliance with state and federal law; and~~

~~7)M) Other relevant factors as determined by the District Superintendent or designee.~~

iv. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications.

A) Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.

B) A laid off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

C) Failure to maintain current contact information may negatively impact the teacher's recall.

v. Teacher reductions and recalls are by formal Board action.

vi. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

- vii. The Superintendent or designee will provide written notice of Board reduction in force or recall decisions to each affected teacher.
  - viii. A teacher's length of service with the District or tenure under the Teachers' Tenure Act will not be the ~~primary or determining~~sole factor in reduction in force and recall decisions.
- d. Teacher reduction in force decisions will be implemented by the following:
- i. If 1 or more teaching positions are to be reduced, the Superintendent will first identify the academic level(s) or department(s) affected by the reduction. Among those teachers who are certified, approved, or authorized and qualified to instruct the remaining curriculum within the affected academic level(s) or department(s), selection of a teacher(s) for reduction in force will be based on the ~~year-end effectiveness score identified~~factors set forth in this Policy ~~4403~~.
  - ii. Teachers within the affected academic level(s) or department(s) who are certified and qualified for the remaining positions ~~and who received the highest year-end effectiveness score will be retained. Teachers within the affected academic level(s) or department(s) with the lowest year-end effectiveness score will be laid off~~will be retained consistent with the factors set forth in this Policy.
  - iii. When a teaching position is identified for reduction and there exists a concurrently vacant teaching position for which the teacher in the position to be reduced is both certified and qualified, and the teacher has received an overall rating of at least effective on that teacher's most recent year-end performance evaluation, that teacher may be assigned to the vacant position consistent with Policy 4402 unless the Superintendent or designee determines that the District's educational interests would not be furthered by that assignment.
  - iv. If more than 1 teacher whose position has been identified for reduction is certified and qualified for a concurrently vacant teaching assignment, the ~~teacher with the highest year-end effectiveness score, if at least effective, will be given priority for the assignment~~Superintendent or designee will fill the vacancy consistent with Policy 4402, unless the Superintendent determines that the District's educational interests would not be furthered by that assignment.
  - v. **[Choose Option 1 or 2:]**  
**[Option 1: If the reduction or recall decision involves more than 1 teacher and ~~multiple~~all other factors distinguishing those teachers ~~have the same year-end effectiveness score used to determine~~from each teacher's effectiveness rating, a tenured teacher has priority over a probationary teacher and among tenured teachers, ~~Teacher~~other are equal, seniority (as established by the most recent seniority list for the**

bargaining unit to which the ~~tenured~~ teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.]

[Option 2: If the reduction or recall decision involves more than 1 teacher and multiple teachers ~~have the same year-end effectiveness score and all factors distinguishing those teachers from each other are equal~~, the Board may approve and implement a tiebreaker mechanism using a discrete part(s) of the evaluation system. For example, if the reduction or recall decision involves more than one teacher and ~~multiple teachers have the same year-end effectiveness score used to determine each teacher's effectiveness rating~~ all factors distinguishing those teachers from each other are equal, the teacher with the higher year-end effectiveness score reflected in the [insert Board preference] portion of the evaluation will have preference for reduction or recall, as applicable. If this year-end effectiveness score is also tied, seniority (as established by the most recent seniority list for the bargaining unit to which the tenured teachers belong or, if none exists, the District's records) will determine preference for reduction or recall.]

[Optional: At least 30 calendar days' notice of reduction in force will be provided, absent extenuating circumstances.]

## 2. Teacher Recall Process

- a. A teacher is eligible for recall under this Policy for [ ] months [recommended: 12] from the date the District implemented the reduction in force.
- b. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
- c. Before or in lieu of initiating the recall of a laid-off teacher, the Superintendent may reassign teachers to fill vacancies in accordance with Policy 4402.
- d. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take either of the following actions to fill a vacancy:
  - i. Recall the laid-off teacher ~~with the highest overall effectiveness score on the teacher's most recent year-end evaluation under the performance evaluation system adopted by the Board and~~ who is certified and qualified for the vacancy, provided the teacher was rated at least effective. If more than 1 laid-off teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with Policy 4402; or
  - ii. Post the vacancy and consider all applicants if the Superintendent determines that:

- A) the District's educational interests would not be furthered by recalling an otherwise eligible laid-off teacher who meets the certification and qualification standards for the position ~~and who received the highest overall effectiveness score on that teacher's most recent year-end evaluation, considering the factors in Policy 4402~~; or
  - B) no teacher on layoff meets the certification and qualification requirements for the position as otherwise stated herein.
- e. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers and will establish the time within which a teacher must accept recall to preserve the teacher's employment rights.
  - f. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
  - g. A laid-off teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

If a collective bargaining agreement or individual employment contract governs reduction in force or recall, the Superintendent or designee will adhere to the applicable language.

B. Reduction in Force and Recall of Non-Teaching Professionals Not Subject to Revised School Code Section 1249

For Non-Teaching Professionals governed by a collective bargaining agreement, the Superintendent will implement the collective bargaining agreement's standards and procedures that pertain to reduction in force or recall when recommending a reduction in force or recall to the Board.

If no collective bargaining agreement exists, or if an existing agreement does not address reduction in force or recall of Non-Teaching Professionals, the Superintendent will recommend a reduction in force or recall among Non-Teaching Professionals using the same standards and procedures as set forth in this Policy for teachers.

C. Unemployment Compensation

A teacher or Non-Teaching Professional who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted

salary rate such that the employee's unemployment compensation received plus the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a, 380.1248, 380.1249, 380.1532; MCL 423.215

Date adopted:

Date revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### 4407 Discipline

Maintaining appropriate procedures and standards for addressing misconduct and other inappropriate behavior by Professional Staff is a critical component in furthering an effective educational environment and in providing quality educational services to students. Off-duty conduct may result in discipline if it adversely impacts the District and is not a legally protected activity. Information about substantiated unprofessional conduct will not be suppressed or removed from a personnel file consistent with Revised School Code Section 1230b. This Policy must be implemented consistent with Policy 1101.

##### A. Probationary Professional Staff

Probationary Professional Staff discipline or demotion may occur for any lawful reason.

1. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.
2. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.
3. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.
4. Disciplinary measures may include warning, reprimand, unpaid suspension, financial penalty, or discharge. This Policy does not require that disciplinary measures be applied progressively or sequentially. The District may apply appropriate disciplinary measures for the circumstances. The District may also consider preventative measures, including training, coaching, and other remedial measures.
5. Discipline will be confirmed in writing and placed in that person's personnel file. The person's year-end performance evaluation may also reflect the discipline.
6. The Superintendent or designee is authorized to impose discipline except for:
  - a. Nonrenewal of a probationary teacher; or
  - b. Discharge of a probationary teacher.

The Board's action may be based upon the Superintendent's or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.

## B. Tenured and Non-Probationary Professional Staff

Tenured teacher discipline or demotion will occur only for a reason(s) that is not arbitrary or capricious. Likewise, the disciplining of ~~other professionals~~Non-Teaching Professionals will be governed by the arbitrary or capricious standard unless expressly stated otherwise in a collective bargaining agreement, employee handbook, or individual employment contract. Under the arbitrary or capricious standard, a disciplinary decision must be supported by a preponderance of the evidence and the discipline must have a rational relationship to the established misconduct or inappropriate behavior.

Before imposing discipline, the Superintendent or designee will investigate whether a Professional Staff member engaged in conduct that may justify discipline. The investigation should include discussions with witnesses determined by the Superintendent or designee to have relevant information and a review of tangible evidence (e.g., documents, video, electronic communications). The Professional Staff member will be provided an opportunity to respond to the allegation(s).

If a ~~Non-Teaching~~ Professional Staff member is governed by a collective bargaining agreement or individual employment contract, the Superintendent or designee will adhere to the disciplinary standards and procedures in that agreement. If the collective bargaining agreement or individual employment contract does not have an applicable provision, then the standards and procedures outlined below will apply.

The following procedures may be used for investigating allegations of Professional Staff misconduct or inappropriate conduct:

~~A.1.~~ The Superintendent or designee may consult with legal counsel in appropriate cases and may request that legal counsel assist with an investigation.

~~B.2.~~ The Superintendent or designee will give the Professional Staff member ~~verbal~~oral or written notice of the allegation(s).

3. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.

~~C.1. If the complaint alleges suspected child abuse or neglect, the matter must be immediately reported to Children's Protective Services.~~

~~D.4.~~ The Superintendent or designee will give ~~verbal~~oral or written notice of the time, date, and location of a meeting to provide the Professional Staff member with an opportunity to respond to the allegation(s) and substantiating factor(s).

~~E.1. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.~~

5. An employee who is subject to an investigatory interview that may result in discipline or who reasonably believes an investigatory interview may result in discipline may bring a representative consistent with Policy 4108.

F.6. The Superintendent or designee is authorized to place a Professional Staff member on paid, non-disciplinary administrative leave pending the completion of an investigation when, in the judgment of the Superintendent or designee, placing the Professional Staff member on leave will protect the investigatory process or work environment.

G.7. If an investigation concludes that a preponderance of the evidence (i.e., more likely than not) establishes that the Professional Staff member engaged in conduct warranting discipline, the appropriate level of discipline will be guided by the following:

~~1.a.~~ the seriousness of the offense;

~~2.b.~~ the Professional Staff member's prior disciplinary and employment record;

~~3.c.~~ whether other Professional Staff members have engaged in similar or like past conduct known to the District's administration and the discipline imposed for those infractions;

~~4.d.~~ the existence of aggravating or mitigating factors, as determined by the Superintendent or designee;

~~5.e.~~ applicable federal or state law;

~~6.f.~~ the Professional Staff member's acceptance of responsibility;

~~7.g.~~ the likelihood of recurrence; and

~~8.h.~~ any other factors the Superintendent or designee determine are relevant.

8. Disciplinary measures may include ~~verbal~~:

a. warning (~~memorialized in writing~~), ~~written~~;

b. reprimand~~;~~;

c. unpaid suspension~~;~~;

d. financial penalty~~;~~ or

e. discharge. **Nothing in this**

H. ~~This~~ Policy ~~requires~~does not require that ~~the above~~ disciplinary measures be applied progressively or sequentially. The District ~~reserves the right to~~may apply appropriate disciplinary measure ~~it determines to be appropriate to a specific set of circumstances~~. The District may consider additional preventative measures to address the misconduct, including training, coaching, and other remedial measures.

~~I.9.~~ Discipline will be confirmed in writing ~~to the Professional Staff member~~ and placed in that person's personnel file. The discipline imposed may also be reflected in the person's year-end performance evaluation ~~where it pertains to areas measured in the evaluation.~~

~~J.10.~~ The Superintendent or designee is authorized to impose discipline ~~with the exception of~~except for:

~~1.a.~~ \_\_\_\_\_ the discharge of a Professional Staff member; ~~and/or~~

~~2.b.~~ \_\_\_\_\_ the demotion of a tenured teacher, as defined in the Teachers' Tenure Act.

The Board's action may be based on the Superintendent's or designee's written recommendation and applicable procedures in the Teachers' Tenure Act.

~~The Board's action may be based upon the Superintendent's or designee's written recommendation and applicable procedures set forth in the Teachers' Tenure Act.~~

~~K.11.~~ A tenured teacher's salary may be escrowed after tenure charges are approved by the Board pursuant to Policy 4208.

Legal authority: MCL 38.71 et seq.; MCL 380.11a, 380.601a; ~~MCL 423.215~~; *NLRB v J Weingarten, Inc*, 420 US 251 (1975)

Date adopted:

Dated revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### 4408 Termination

This Policy must be implemented consistent with Policy 1101.

##### A. Probationary Teachers

For purposes of this Policy, the “termination” of a probationary teacher occurs when the probationary teacher is discharged during the term of an existing individual employment contract between the probationary teacher and the Board. Discontinuation of a probationary teacher’s employment at the expiration of an individual employment contract is not termination for purposes of this Policy and is addressed separately in Policy 4409.

The Board may terminate a probationary teacher for misconduct, inappropriate behavior, performance that is not effective, or for any other lawful reason at any time.

The Superintendent or designee may recommend the termination of a probationary teacher to the Board. The recommendation will include the reason(s) for the proposed termination.

Probationary teachers recommended for termination by the Superintendent or designee will be provided advance notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

##### B. Tenured Teachers

The Superintendent or designee may recommend the termination of a tenured teacher by filing tenure charges with the Board. The Board will consider whether to proceed on the tenure charges or modify the charges. A tenured teacher may be terminated for a reason that is not arbitrary or capricious.

The tenured teacher may challenge the Board’s decision to discharge or demote the teacher by timely filing an appeal with the State Tenure Commission.

##### C. Non-Teaching Professionals

[Choose Option 1 or 2:]

[Option 1: Unless otherwise provided by a collective bargaining agreement or individual employment contract: (1) a Non-Teaching Professional who is not subject to the Teachers’ Tenure Act is subject to 5[Choose one: 4 or 5] years of probationary service and may be non-renewed or terminated at-will by the Board; and (2) after 5[Choose one: 4 or 5] years, the non-probationary Non-Teaching

Professional may be terminated for any reason that is not arbitrary or capricious, subject to due process.]

[Option 2: Unless otherwise provided by a collective bargaining agreement or individual employment contract, a Non-Teaching Professional may be terminated by the Board for any reason that is not arbitrary or capricious, subject to due process.]

The Superintendent or designee may recommend the termination of a Non-Teaching Professional to the Board. The recommendation will include the reason(s) for the proposed termination.

Non-Teaching Professionals recommended for termination by the Superintendent or designee will be provided advance written notice of the allegations; an opportunity for a hearing in closed or open session before the Board; and the time, date, and location of the Board hearing.

Legal authority: MCL 38.83(2), 38.101, 38.121

Date adopted:

Date revised:

## Series 4000: District Employment

### 4400 Professional Staff

#### **4409-R Non-Renewal (Effective July 1, 2024)**

For purposes of this Policy, “non-renewal” of a probationary teacher refers to the discontinuation of the employment relationship between the Board and a probationary teacher at the expiration of the probationary year following the process set forth in the Teachers’ Tenure Act.

Teachers must serve a probationary period as required by the Teachers’ Tenure Act. A probationary teacher’s contract may be non-renewed for performance-based reasons or any other lawful reason.

This Policy must be implemented consistent with Policy 1101.

#### A. Probationary Period

1. A probationary teacher rated ~~minimally—effective~~developing, or ~~ineffective~~needing support may be subject to non-renewal consistent with the Teachers’ Tenure Act. To attain tenure, a probationary teacher ~~who is serving a 5-year probationary period~~ must be rated effective (after July 1, 2024) or highly effective (before July 1, 2024) on the teacher’s 3 most recent year-end annual performance evaluations. ~~Under limited circumstances, a teacher may~~ and serve at least 4 full school years. A teacher’s probationary period may ~~be extended~~extend beyond 4 years.
- ~~2. A probationary teacher may obtain tenure in less than 5 years if the teacher has taught at the District for 4 years and received a highly effective evaluation rating for 3 consecutive years.~~
- ~~3.2.~~ For a teacher who previously held tenure in another Michigan public school district, the teacher is subject to a 2-year probationary period, unless the Board acts to reduce the teacher’s probationary period.
3. [Optional: Unless otherwise provided by a collective bargaining agreement or individual employment contract:
  - a. Non-Teaching Professionals who are not subject to the Teachers’ Tenure Act are subject to [Choose one: 4 or 5] years of probationary service and may be non-renewed or terminated at-will by the Board; and
  - 4.b. after [Choose one: 4 or 5] years, the non-probationary Non-Teaching Professional may be non-renewed or terminated for any reason that is not arbitrary or capricious, subject to due process.]

#### B. Non-renewal

1. Probationary teacher non-renewal is subject to the non-renewal procedures specified in the Teachers' Tenure Act. This Policy shall be implemented consistent with that statute.
  2. Before non-renewing a probationary teacher, the probationary teacher must receive written notice of the Superintendent's or designee's recommendation for non-renewal and the time, date, and place of the Board meeting whenat which the Board will consider the recommendation. The recommendation for non-renewal will state the reason(s) for the recommendation ~~of non-renewal~~ and may include supporting documentation.
  3. The probationary teacher must receive written notice of Board action to non-renew the teacher's contract at least 15 calendar days before the end of the school year (June 30) except as provided in subsection 4 below. If the teacher is hired after the beginning of the school year, notice of non-renewal must be received at least 15 calendar days before the teacher's anniversary date of hire.
  4. For a teacher who previously held tenure in another Michigan public school district, the teacher must receive written notice of non-renewal at least 60 calendar days before the completion of the probationary period.
- C. The probationary teacher will be provided an opportunity to address the Board in open or closed session and respond to the Superintendent's or designee's recommendation to non-renew.
- D. The Board must take action in open session on the recommendation to non-renew the probationary teacher.
- E. The probationary teacher must be served with written notice of the Board's action non-renewing the teacher's employment and a copy of the Board action within the timeframe required by the Teachers' Tenure Act. The non-renewal notice will specify that a probationary teacher has the right to appeal the timeliness or legal effect of a notice of non-renewal. The appeal must be filed with the State Tenure Commission within 20 calendar days after the probationary teacher's receipt of the notice of non-renewal. A copy of the Teachers' Tenure Act should also be included with the notice.

Legal authority: MCL 38.81 et seq., 38.91 et seq.

Date adopted:

Date revised:

**Series 4000: District Employment**

**4500 Administrators/Supervisors**

**4503-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

**Optional Checklist for Adopting Performance Evaluation System (Effective July 1, 2024)**

This Form must be implemented consistent with Policy 1101.

	<b><u>At-a-Glance</u></b>	<b><u>Requirements</u></b>	<b><u>System Documentation</u></b>	<b><u>Responsible Person(s)</u></b>
1	<b><u>Involvement of Teachers and Administrators</u></b>	<input type="checkbox"/> <u>Before the District adopted the evaluation system, was there “involvement” from teachers and administrators?</u>		
2	<b><u>Collective Bargaining</u></b>	<input type="checkbox"/> <u>Did the District adopt the evaluation system after collective bargaining with any collective bargaining representative of school administrators?</u>		
3	<b><u>Administrators Evaluated</u></b>	<input type="checkbox"/> <u>Does the evaluation system evaluate building-level and central office administrators who are regularly involved in instructional matters?</u>		
4	<b><u>Effectiveness Rating</u></b>	<p><u>Does the District’s evaluation system:</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Rate administrators as effective, developing, or needing support?</u></li> <li><input type="checkbox"/> <u>Assign an effectiveness rating?</u></li> <li><input type="checkbox"/> <u>Use multiple rating categories? <i>and</i></u></li> <li><input type="checkbox"/> <u>Require dismissal of an administrator who has been rated ineffective or needing support on 3 consecutive evaluations?</u></li> </ul> <p><u>Is the evaluation system used to inform decisions regarding:</u></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Administrator effectiveness? <i>and</i></u></li> <li><input type="checkbox"/> <u>Administrator development, including providing coaching, professional development, and instructional support?</u></li> </ul>		

**4503-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	<u>At-a-Glance</u>	<u>Requirements</u>	<u>System Documentation</u>	<u>Responsible Person(s)</u>
5	<u>Rigorous, Transparent, and Fair</u>	<input type="checkbox"/> <u>Is the evaluation system rigorous, transparent, and fair?</u>		
6	<u>Evaluation Tool</u>	<input type="checkbox"/> <u>Has the District adopted and implemented:</u> <input type="checkbox"/> <u>An evaluation tool from the MDE list in RSC Section 1249b(3)?</u> <u>or</u> <input type="checkbox"/> <u>A modified tool from the MDE list?</u> <u>or</u> <input type="checkbox"/> <u>A local evaluation tool?</u> <input type="checkbox"/> <u>Are all similarly situated administrators in the District evaluated using the same tool?</u>		
7	<u>Website Postings</u>	<u>Has the District posted on its website the following information about the evaluation tool(s) it uses for the administrator performance evaluation system:</u> <input type="checkbox"/> <u>Research base for evaluation framework, instrument, and process?</u> <input type="checkbox"/> <u>Assurance that any modifications or adaptations to evaluation tool do not compromise the validity of the research base?</u> <input type="checkbox"/> <u>Identity and qualifications of the evaluation tool's author(s) or the identity and qualifications of the person(s) with expertise in teacher evaluation who has/have reviewed any adaptation(s) or modification(s) to the tool?</u> <input type="checkbox"/> <u>Either:</u> <input type="checkbox"/> <u>Evidence of reliability, validity, and efficacy (or a plan for developing that evidence) of the evaluation tool? or</u> <input type="checkbox"/> <u>Assurance that any adaptations or modifications of the tool do not compromise the reliability, validity, or efficacy of the evaluation tool or the evaluation process?</u> <input type="checkbox"/> <u>Evaluation frameworks and rubrics with detailed descriptors for each performance level on key summative indicators?</u> <input type="checkbox"/> <u>Description of processes for collecting evidence, conducting evaluation conferences, developing performance ratings, and developing performance improvement plans?</u>		

**4503-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	<u>At-a-Glance</u>	<u>Requirements</u>	<u>System Documentation</u>	<u>Responsible Person(s)</u>
		<input type="checkbox"/> <u>Description of plan for providing training to evaluators and observers?</u>		
8	<u>Training</u>	<input type="checkbox"/> <u>Is training on the evaluation tool(s) provided:</u> <input type="checkbox"/> <u>To evaluators and observers? <i>and</i></u> <input type="checkbox"/> <u>By a qualified trainer?</u>  <input type="checkbox"/> <u>Note: RSC Section 1249b(1)(s) states that an individual with “expertise” in the tool(s) used by the District must provide training for evaluators and observers. The trainer can be a consultant or an individual who “has been trained to train others in the use of the evaluation tool or tools.”</u>  <input type="checkbox"/> <u>Has training been provided to evaluators by September 1, 2024, and every 3 years after, that includes at least all of the following:</u> <input type="checkbox"/> <u>Evaluation criteria?</u> <input type="checkbox"/> <u>Clear expectations for what evaluators should look for when assessing teacher performance (including identifying key behaviors and practices of effective teachers)?</u> <input type="checkbox"/> <u>Training on the evaluation process (including conducting classroom observations, collecting data, and analyzing results)?</u> <input type="checkbox"/> <u>Calibration exercises that help evaluators practice using the evaluation criteria? <i>and</i></u> <input type="checkbox"/> <u>Ongoing support (including feedback and coaching)?</u>		
9	<u>Annual Evaluation</u>	<input type="checkbox"/> <u>Is there at least an annual evaluation?</u> <input type="checkbox"/> <u>Does the evaluation contain the required student growth and assessment data or student learning objectives metrics? (See No. 13 below)</u> <input type="checkbox"/> <u>Is the portion of the evaluation that is not based on student growth and assessment data or student learning objectives metrics based primarily on administrator performance as measured by the evaluation tool adopted by the District?</u> <input type="checkbox"/> <u>Is the portion of the evaluation that is not measured using student growth and assessment data or student learning objective metrics or by the adopted evaluation tool based on objective criteria?</u>		

**4503-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	<u>At-a-Glance</u>	<u>Requirements</u>	<u>System Documentation</u>	<u>Responsible Person(s)</u>
		<ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Does the evaluation system provide that if an administrator has been rated as highly effective or effective on the 3 most recent consecutive evaluations, the District may choose to conduct that administrator’s evaluation every 2 years rather than annually?</u></li> <li><input type="checkbox"/> <u>Note: An administrator’s evaluation must be conducted annually if the administrator is not rated as effective on one of these biennial evaluations or, for building-level administrators, the administrator’s supervisor or evaluator changes.</u></li> <li><input type="checkbox"/> <u>Is the evaluation in writing?</u></li> <li><input type="checkbox"/> <u>Note: If an evaluation is not in writing, the administrator is deemed effective for that evaluation year.</u></li> <li><input type="checkbox"/> <u>Is the evaluation conducted by the Superintendent or designee?</u></li> </ul>		
10	<u>Evaluation Review</u>	<ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Does the evaluation system provide that an administrator who is rated as needing support on an evaluation may request the Superintendent to review the evaluation and rating subject to the following?</u> <ul style="list-style-type: none"> <li><input type="checkbox"/> <u>Administrator must submit his/her request in writing within 30 days after the administrator is informed of the needing support evaluation rating;</u></li> <li><input type="checkbox"/> <u>Within 30 days after receiving the request, the Superintendent must provide the administrator with a written response regarding his/her findings;</u></li> <li><input type="checkbox"/> <u>If the written response from the Superintendent does not resolve the matter, the administrator or union representative may submit a written request for mediation within 30 days after the administrator received the response; and</u></li> <li><input type="checkbox"/> <u>Within 15 days of receipt of the request, the Superintendent must provide a written response to the administrator or union representative stating that the mediation will be scheduled as appropriate.</u></li> </ul> </li> <li><input type="checkbox"/> <u>Does the evaluation system provide that an administrator who receives 2 consecutive ratings of needing support may use the grievance process of an applicable collective bargaining agreement or employment contract for review of the administrator’s second evaluation rating or the evaluation process?</u></li> <li><input type="checkbox"/> <u>Does the evaluation system provide that, if the grievance procedure does not end in binding arbitration, the administrator may request binding arbitration by filing a demand for arbitration within 30 days after the administrator receives the written response from the Superintendent?</u></li> </ul>		

**4503-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	<u>At-a-Glance</u>	<u>Requirements</u>	<u>System Documentation</u>	<u>Responsible Person(s)</u>
11	<u>Mid-Year Progress Reports and Mentors</u>	<p>For each year that an administrator is evaluated:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Is there a mid-year progress report with all of the following attributes:                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Contains specific performance goals for the remainder of the school year for building-level administrators, or for the remainder of the calendar year for all other administrators (developed in consultation with the administrator)?</li> <li><input type="checkbox"/> Contains recommended training that would assist the administrator with meeting the goals? <i>and</i></li> <li><input type="checkbox"/> Contains a written improvement plan that includes:                                     <ul style="list-style-type: none"> <li><input type="checkbox"/> Above goals? <i>and</i></li> <li><input type="checkbox"/> Recommended training?</li> </ul> </li> </ul> </li> <li><input type="checkbox"/> Is a mentor assigned for the first 3 years in which the administrator is in a new position?</li> </ul>		
12	<u>Ample Opportunities for Improvement</u> • <u>Improvement Plans</u>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Are there “ample opportunities for improvement”?                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Is there a written improvement plan as part of the mid-year progress report and for any administrator who has received a rating of developing or needing support?</li> <li><input type="checkbox"/> Does the improvement plan recommend professional development opportunities and other actions designed to improve the rating of the administrator?</li> </ul> </li> </ul>		
13	<u>Student Growth and Assessment Data or Student Learning Objectives Metrics</u>	<ul style="list-style-type: none"> <li><input type="checkbox"/> Does the evaluation include student growth and assessment data or student learning objectives metrics?                             <ul style="list-style-type: none"> <li><input type="checkbox"/> Have the student growth and assessment data or student learning objectives metrics been collectively bargained?</li> <li><input type="checkbox"/> Is 20% of the evaluation based on student growth and assessment data or student learning objectives metrics?</li> <li><input type="checkbox"/> Note: Student learning objectives are measurable, long-term, academic goals, informed by available data, that the teacher sets at the beginning of the school year for all students</li> </ul> </li> <li><input type="checkbox"/> Are teachers and administrators provided relevant data on student growth?</li> </ul>		

**4503-F-R Performance Evaluation - Optional Checklist for Adopting Performance Evaluation System**

	<u>At-a-Glance</u>	<u>Requirements</u>	<u>System Documentation</u>	<u>Responsible Person(s)</u>
14	<u>Building-Level Administrators</u>	<input type="checkbox"/> For a building-level administrator, did the evaluator: <ul style="list-style-type: none"> <li><input type="checkbox"/> Visit the school building where the administrator works?</li> <li><input type="checkbox"/> Review the administrator’s school improvement plan?</li> <li><input type="checkbox"/> Observe classrooms with the administrator to collect evidence of the school improvement strategies being implemented and the impact the school improvement plan has on learning?</li> </ul>		

Unevaluated Administrators

Has the administrator been designated as unevaluated and not assigned an evaluation rating if any of the following apply:

- The administrator worked less than 60 days in that school year?
- The administrator’s evaluation results were vacated through the grievance process? or
- The administrator and school district agree to designate the administrator as unevaluated because of extenuating circumstances?

If the administrator has been designated unevaluated, is the administrator’s rating from the preceding school year used?

Note: The administrator’s rating from the preceding school year is only used if the administrator continues to be employed by the District in the same position as the preceding year.

## Series 4000: District Employment

### 4500 Administrators/Supervisors

#### 4503-R Performance Evaluation (Effective July 1, 2024)

Performance evaluations of Administrators are an essential element of providing quality educational services and measuring an employee's competency. This Policy does not alter the Board's authority or ability to terminate an Administrator's employment during the term of an individual employment contract or to non-renew an Administrator's contract at the end of the contract's term. This Policy must be implemented consistent with Policy 1101.

#### A. Building Level and Central Office Instructional Administrators

The Superintendent or designee will ensure that building level and central office Administrators who are regularly involved in instructional matters are evaluated consistent with a performance evaluation system under Revised School Code Sections 1249 and 1249b. This performance evaluation system will include, if appropriate, the following:

1. ~~a year-end~~ an annual evaluation process that meets statutory standards and is based on objective criteria;
- 4.2. ~~an~~ an annual evaluation by the Superintendent or designee, unless the Administrator qualifies for a biennial evaluation. This paragraph does not preclude more frequent Administrator evaluations as determined necessary by the Superintendent or designee;
- 2.3. ~~an~~ an individualized improvement plan if the Administrator is rated ~~minimally effective~~ developing or ~~ineffective~~ needing support or ~~whereif~~ performance deficiencies are noted;
- 3.4. ~~student growth and other~~ assessment ~~required~~ data or ~~authorized~~ student learning objectives, as defined by ~~law~~ Revised School Code Section 1249;
- 4.5. ~~an~~ an evaluation and feedback provided in writing with an overall effectiveness rating of ~~highly~~ effective, ~~effective~~, ~~minimally effective~~ developing, or ~~ineffective~~ needing support;
- 5.6. ~~dismissal~~ of an Administrator rated ineffective or needing support on 3 consecutive ~~year-end~~ evaluations;
7. ~~opportunity for an Administrator rated needing support to request a review consistent with Revised School Code 1249b~~;
8. ~~a mentor for an Administrator for the first 3 years in which the Administrator is in a new administrative position~~;

9. a midyear progress report each year that the administrator is evaluated that includes specific performance goals for the remainder of the year and any recommended training identified by the evaluator;

10. for a building level administrator's evaluation, the evaluator will visit the school building where the administrator works, review the building level school administrator's school improvement plan, and observe classrooms with the administrator to collect evidence of school improvement plan strategies being implemented and the impact the school improvement plan has on learning;

6.11. an evaluation tool approved by the MDE, a modified ~~tool (if posting requirements are met)~~, MDE tool, or a local evaluation tool adopted in compliance with Revised School Code Sections 1249 and 1249b;

7.12. website posting of required information pertaining to the evaluation tool;

8.13. appropriate training for evaluators; and

9.14. other components that the Superintendent or designee deems relevant, important, or in the District's best interest.

#### B. Non-Instructional Administrators, Supervisors, and Directors

The Superintendent or designee may evaluate Non-Instructional Administrators, Supervisors, and Directors based on the appropriate evaluation instrument as determined by the Board and consistent with any applicable collective bargaining agreement or individual employment contract. An individual improvement plan may be implemented to remediate and enhance employee performance.

Legal authority: MCL 380.11a, 380.601a, 380.1249, 380.1249b

Date adopted:

Date revised:

## Series 4000: District Employment

### 4500 Administrators/Supervisors

#### 4504 Performance Based Compensation for Administrators/Supervisors [Optional]

[Note: If the Board elects not to adopt this Policy, delete the body of the policy and replace the title with "Intentionally Left Blank" after the policy number and in the Table of Contents to ensure accurate numbering of subsequent policies in the Policy Manual.]

~~The Superintendent or designee willmay implement a performance based compensation system for building level and central office Administrators regularly involved in instructional matters pursuant to Revised School Code Section 1250 and State School Aid Act Section 164h. The system must include job performance and accomplishments as a significant factor in determining compensation and additional compensation and be based, at least in part, on student growth data as measured by assessments and other objective criteria for effective and highly effective professionals.~~

~~The Superintendent may recommend merit pay to the Board for non-instructional Administrators, Supervisors, and Directors. This Policy must be implemented consistent with Policy 1101.~~

~~Collective bargaining agreements and individual employment contracts covering administrative personnel regularly involved in instructional matters must include a method of compensation that complies with this Policy.~~

Legal authority: MCL 380.1249b, 380.1250; MCL 388.1764h11a

Date adopted:

Date revised:

***Alternative Educational Academy of Ogemaw County Board Meeting***  
***9:00 a.m.-Michigan Works Service Center in West Branch, MI***  
***Agenda-December 11, 2023***

1. Call to Order
2. Roll Call
3. Mission and Vision Statement

The mission of the Alternative Educational Academy is to provide innovative and responsive educational experiences through non-traditional programs that effectively meet the needs of at-risk students. The Academy will enhance educational opportunities for students by developing programs based on students' individual needs and circumstances.

“Recognizing Unlimited Potential”

4. Additions to Agenda
5. Approval of Agenda
6. Approval of Minutes from November 11, 2023
7. Discussion Items:
  - a. Staffing
  - b. Current Enrollment
  - c. Enrollment Process
  - d. Career Navigator Updates
  - e. School Index Overview
8. Personnel Action Items  
none
9. Discussion Items with Action:
  - a. Assistant Director position
  - b. Special Education Director position
  - c. IT Disposal Process
10. Future Meeting Date – January 8, 2024
11. Community Input
12. Board comments
13. Adjournment

***Alternative Educational Academy of Ogemaw County Board Meeting***  
***9:00 a.m.-Michigan Works, West Branch, MI***  
***Minutes-November 11, 2023***

**Location:** Michigan Works Service Center  
2389 S. M-76  
West Branch MI, 48661

**9:10 Call to Order by Tina Williams**

**Roll Call**

Board Present: Mike Ehinger, Gail Hughey, Lisa Bolen, Mark Berdan, Trisha Ziegler

Staff Present: Tina Williams

Guest Present: Shawn Petri

Mission and Vision statement read aloud.

**Additions to Agenda:**

none

**Approval of Agenda:**

Motion by Lisa Bolen; Second by Mark Berdan to approve agenda as presented

Motion passes 5-0

**Approval of Minutes from October 9, 2023:**

Motion by Mark Berdan; Second by Lisa Bolen to approve the minutes.

Motion passes 5-0

**Discussion Items:**

- a. Cindy Scott from Stephenson & Company, P.C. presented the 2022-2023 financial audit.
- b. Staffing was discussed; The School Social Worker position is the only position still posted at this time and services are being provided through our contract with COOR ISD.
- c. Current Enrollment was discussed; WB-RC (55), WP (30), Other (46)/total 131
- d. Enrollment process was discussed; No concerns noted
- e. Tina reviewed the 31aa grant requirements and the need for additional social work support and security measures to include window film and two additional cameras.
- f. Shawn Petri shared information on the CTE millage proposal

**Personnel Action Items:**

none

**Discussion with Action Items:**

- a. Motion by Mark Berdan; Second by Mike Ehinger to approve the 2022-2023 financial audit.  
Yeas: Ziegler, Bolen, Hughey, Ehinger, Berdan  
Nays: none  
Motion passes 5-0
- b. Motion by Lisa Bolen; Second by Trisha Ziegler to approve the submission of forms 990 and 8879.

- Motion passes 5-0
- c. Motion by Mark Berdan; Second by Gail Hughey to approve the 2023-2024 1<sup>st</sup> quarter account activity.  
Yeas: Ehinger, Hughey, Bolen, Ziegler  
Nays: none  
Abstain: Berdan  
Motion passes 4-0-1

**Next meeting:** December 11, 2023 9:00 a.m. at Michigan Works

**Community Input**

Public comment open regarding 31aa grant-Mental Health and School Security Needs

**Board Comments**

none

Adjourned at 10:06 a.m.

*Minutes respectfully submitted by Tina Williams*

## 12. **Adjournment**