

## Washtenaw Intermediate School District

### November 11, 2025 Board of Education Meeting

### Regular Meeting and Closed Session

Published on November 6, 2025 at 5:09 PM EST

#### **Date and Time**

Tuesday November 11, 2025 at 5:00 PM EST

#### Location

1819 S Wagner Rd. Ann Arbor, MI 48106

### **Agenda**

Presenter

- I. Opening Items
  - A. Call the Meeting to Order

President Mary Jane Tramontin

B. Roll Call

TJ Greggs

- II. Approval of the Agenda
  - A. November 11, 2025 Board Agenda Memo
- III. Communications

Presenter

### IV. Public Participation

#### V. Presentation

A. WISD Financial Audit Report

Plante and Moran

### VI. Equity, Inclusion, and Social Justice Dialogue

### VII. Consent Agenda

- A. Approval: Minutes
- **B.** Superintendent's Recommendations

050-25-26 Staff Resignations

**C.** Superintendent's Recommendations

051-25-26 Detroit Area Pre-College Engineering Program Contract Amendment 2025-26

D. Superintendent's Recommendations

052-25-26 Laurel Manor Contract Amendment

E. Superintendent's Recommendations

053-25-26 Ann Arbor Public School Early Literacy Contract Amendment 25-26

F. Superintendent's Recommendations

054-25-26 Emdin Support Services, LLC Contract 2025-26

**G.** Superintendent's Recommendations

055-25-26 CEDAM CSA Program Innovation and Sustainability Grant

H. Superintendent's Recommendations

056-25-26 Special Education Capital Funds Purchase – Progress Park Classroom Furniture

I. Superintendent's Recommendations

057-25-26 Student Advocacy Center Contract Amendment 2025-26

#### VIII. New Business

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- A. Authorization of Closed Session:
- IX. Other Items of Business
- X. Board of Education Reports
- XI. Administrative Reports
  - A. Superintendent's Report
  - B. Retainer Newsletter
- XII. Closing Items
  - A. Adjourn Meeting

## Coversheet

## November 11, 2025 Board Agenda Memo

Section: II. Approval of the Agenda

Item: A. November 11, 2025 Board Agenda Memo

Purpose:

Submitted by:

Related Material: November 11, 2025 Board Memo.pdf



#### **MEMORANDUM**

**TO:** Board of Education

**FROM:** Naomi Norman, Superintendent

DATE: November 4, 2025

RE: Regular Board Meeting November 11, 2025

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

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

**Agenda Item 4:** Public Participation: Members of the public who wish to address the Board may

do so at this time.

Agenda Item 5: Presentation:

A. <u>WISD Financial Audit:</u> Plante and Moran will review the WISD financial audit.

Agenda Item 6: Equity, Inclusion, and Social Justice Dialogue: Superintendent Naomi Norman will

facilitate the equity, inclusion, and social justice discussion.

Agenda Item 7: Consent Agenda:

**A. Approval: Minutes:** Approval of the minutes of the October 28, 2025, regular meeting.

B. Approval: Superintendent's Recommendations:

The Superintendent recommends the Board accept the following staff resignations:

**O50-25-26 Staff Resignations:** Please see the staff resignations for:

Jessica Carruba, changing her resignation effective date from December 19, 2025, to November 21, 2025. Jessica has been employed with the WISD since December 4, 2017, as an Office Professional.

Madison Fisher, effective October 23, 2025. Madison has been employed with the WISD since August 27, 2025, as a Teacher at High Point School.

**Detroit Area Pre-College Engineering Program Contract Amendment 2025-26:** Please see memo from Director of Instruction Dr. Jennifer Banks. The board previous approved this contract on October 14, 2025, but we have two changes to Section I – Scope of Services, Item #2 – Description of

Services of the contract, and request updated approval. There is no change to the previously approved contract costs. All expenses for this contract are fully funded by the Title I Regional Assistance Grant and will have no impact on the general fund.

The Superintendent recommends that the Board of Education authorize the administration to amend the Detroit Area Pre-College Engineering Program contract, as presented.

Laurel Manor Contract Amendment: Please see memo from Supervisor of Instruction Dr. Dawn Stewart. We are requesting approval to amend the contract with Laurel Manor Banquet & Conference Center from \$22,244.88 to \$25,578.83 for the Tri-County Culturally Responsive Mathematics Institute's 23h Learning Lab Series. This contract covers both in-person Learning Labs at Laurel Manor held on October 21, 2025, and the upcoming session on November 18, 2025. The increase reflects higher-than-anticipated attendance and corresponding needs. Services include facility rental, room setup, A/V, and breakfast, lunch, and snacks (planned for 110 participants on November 18). Separately, WISD contracted with Laurel Manor in August 2025 for the Educator Conference at \$18,633.74. Combining that prior engagement with the amended Learning Labs contract results in \$44,212.57 with Laurel Manor in 2025–2026, exceeds the Board approval threshold and therefore requires Board authorization. All costs are funded by the 23h Improving Mathematics Teaching and Learning Grant with no impact on the General Fund.

The Superintendent recommends that the Board of Education authorize the administration to amend the contract with Laurel Manor from a cost of \$22,244.88 up to a cost of \$25,578.83, bringing the total cost not to exceed \$44,212.57, as presented.

Ann Arbor Public School Early Literacy Contract Amendment 25-26: Please see memo from Director of Instruction Dr. Jennifer Banks. This amendment adjusts the language under Section IV (Insurance Coverage) of the contract. The revised language was requested by Ann Arbor Public Schools and has been reviewed and approved by WISD's Associate Superintendent, Brian Marcel. All other terms of the contract, including scope of work, funding source, and cost not to exceed \$50,000.00, remain unchanged. The early literacy coach will continue to serve as part of the Washtenaw County Coaching Collaborative (WC3), supporting the implementation of the Essential Instructional Practices in Early Literacy and advancing WISD's commitment to equitable, high-quality literacy instruction for all students.

The Superintendent recommends that the Board of Education approve an amendment to the contract with Ann Arbor Public Schools for the 2025–2026 school year, as presented.

**Emdin Support Services, LLC Contract 2025-26:** Please see memo from Supervisor of Instruction Dr. Dawn Stewart. The Tri-County Culturally Responsive Mathematics Institute is hosting its 2nd year of 23h Learning Labs and Dr. Christopher Emdin will be providing in-person and virtual training on how to create Collider Classrooms. I am requesting approval to contract with Emdin Support Services, LLC. in the amount of \$72,500.00 which exceeds the current board limit. We have previously contracted with Emdin Support Services, LLC in August 2025 for the WISD Opening Day at a cost of \$27,500.00. This brings the total cost to \$100,000.00 so far within the 2025-2026 year. The total cost of this contract will be covered through the 23h grant and will have no impact on the general fund.

The Superintendent recommends that the Board of Education approve the contract with Emdin Support Services, LLC for an additional \$72,500.00, for a total not to exceed \$100,000.00, as presented.

CEDAM CSA Program Innovation and Sustainability Grant: Please see the memo form Grants and Special Projects Coordinator Sarah Hierman. WISD has an opportunity to re-apply for grant funding from CEDAM (Community & Economic Development Association of Michigan) to support long-term impact efforts for My Future Fund. The grant, which is state funding, will fund up to \$100,000 for selected applicants to build capacity to support the innovation and sustainability of existing children's savings account (CSA) programs. The anticipated request of \$100,000 would be used to contract with My Future Fund ambassadors to assist with outreach events, provide incentives for school engagement, support 8th grade promotion ceremonies and add a bonus deposit to 8th grade student accounts. The grant would be available from January 1, 2026-August 31, 2026.

The Superintendent recommends that the Board of Education authorize administration to apply for grant funding from the Community & Economic Development Association of Michigan, as presented.

Special Education Capital Funds Purchase – Progress Park Classroom Furniture: Please see the memo for Director of Operations Tanner Rowe. On October 14, 2025, the WISD Board of Education approved the purchase of classroom furniture for Progress Park. At that time, it was mentioned we were awaiting a final proposal from another vendor to complete needed furniture for that school. This request is the balance of furniture needed to complete our purchases. This includes cafeteria tables, alternative seating options for our elementary, middle, and high school classrooms, and a Nook Huddle for our student lounge. The Nook Huddle is a unique piece of furniture that allows for up to four people to gather in a space within a space, creating a smaller, more intentional atmosphere for students and staff.

The Superintendent recommends that the Board of Education authorize the administration to utilize special education capital project funds to purchase furniture for Progress Park at a cost not to exceed \$30,621, as presented.

**Student Advocacy Center Contract Amendment 2025-26:** Please see the memo from Superintendent Naomi Norman. I am requesting that the board approve a contract amendment with the Student Advocacy Center to extend the date of services ending September 30, 2025, and extend them until September 30, 2026. I am also requesting increasing the compensation for the Student Advocacy Center by \$150,000.00, for a cost not to exceed \$250,000.00. The funding for this statewide helpline comes from the state's 2024-25 supplemental budget and was awarded to WISD for the purpose of the Student Advocacy Center helpline. The additional funding will support the statewide hotline for the 2025-26 school year.

The Superintendent recommends that the Board of Education authorize administration to amend the contract with the Student Advocacy Center extending services through September 30, 2026, for a cost not to exceed \$250,000.00, as presented.

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

Agenda Item 8: New Business:

A. <u>Authorization of Closed Session:</u> The Board of Education has requested a closed session under Section 8(a) for the purpose of conducting the Superintendent's evaluation and under Section 8(h) for the purpose of discussing attorney-client privilege material.

Recommendation: Motion that the Board of Education authorizes a closed session under Section 8(a) for the purpose of conducting the Superintendent's evaluation and under Section 8(h) for the purpose of discussing attorney-client privilege material, as presented. (Roll Call Vote).

Agenda Item 9: Other Items of Business:

Agenda Item 10: <u>Board of Education Reports</u>:

Agenda Item 11: <u>Administrative Reports</u>:

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

**B.** <u>Retainer Newsletter:</u> The October 2025 edition of the School Law Notes from Thrun Law Firm is attached.

Agenda Item 12: Recess to Closed Session

Agenda Item 13: Reconvene to Open Session

Agenda Item 14: Adjournment

## Coversheet

## WISD Financial Audit Report

**Section:** V. Presentation

Item: A. WISD Financial Audit Report

Purpose:

Submitted by:

Related Material: 2025 WISD Board Presentation Plante Moran.pdf



## Washtenaw Intermediate School District

Board presentation | Year ended June 30, 2025



# Washtenaw Intermediate School District Overview of the audit results

## **Key Audit Highlights**

- 2024-2025 Audit Results
  - Basic Audit
    - Unmodified "clean" opinion
  - Federal Programs Major Programs: IDEA and Title I
    - Expect to issue Unmodified opinion on programs tested
  - 2019 Bonds Capital Projects Fund
    - Compliance testing performed section 1351(a)
    - No compliance findings identified



## Required Communications Under AU 260

Plante Moran issued an unmodified "clean" opinion on the audited financial statements

Financial statements are the responsibility of management

Plante Moran is responsible for rendering an opinion on the audited financial statements

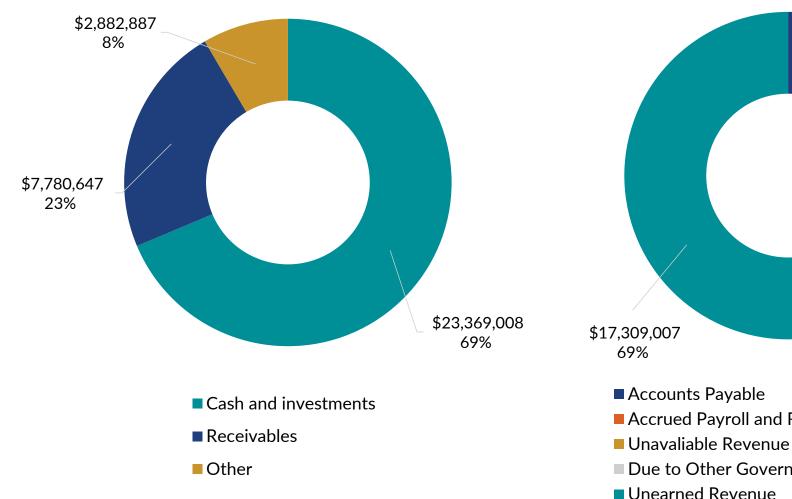
Audit completed in accordance with auditing standards generally accepted in the United States of America

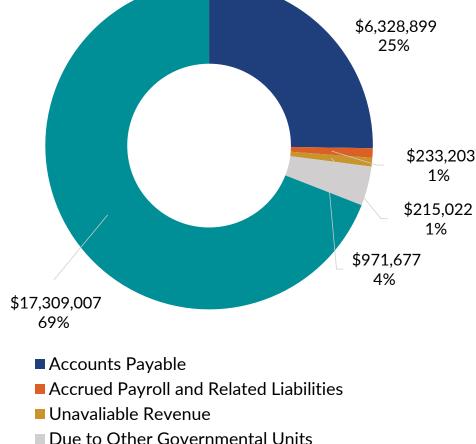


## General Fund Assets, Liabilities, and Deferred Inflows June 30, 2025



## Liabilities & Deferred Inflows = \$25,057,808

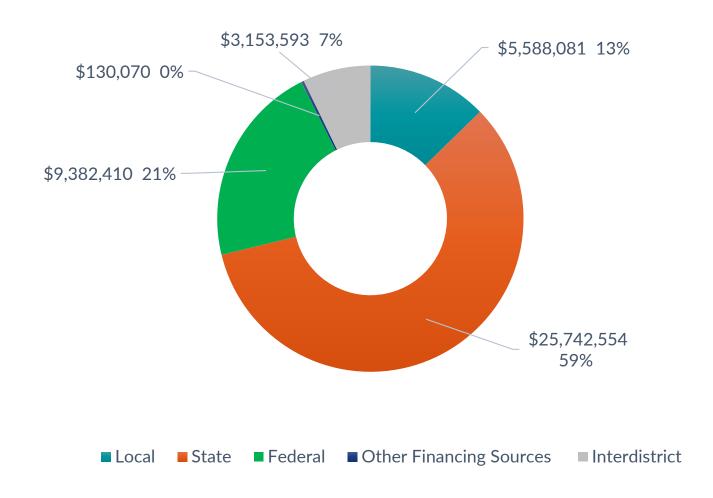






## General Fund Revenue and Other Financing Sources Year Ended June 30, 2025

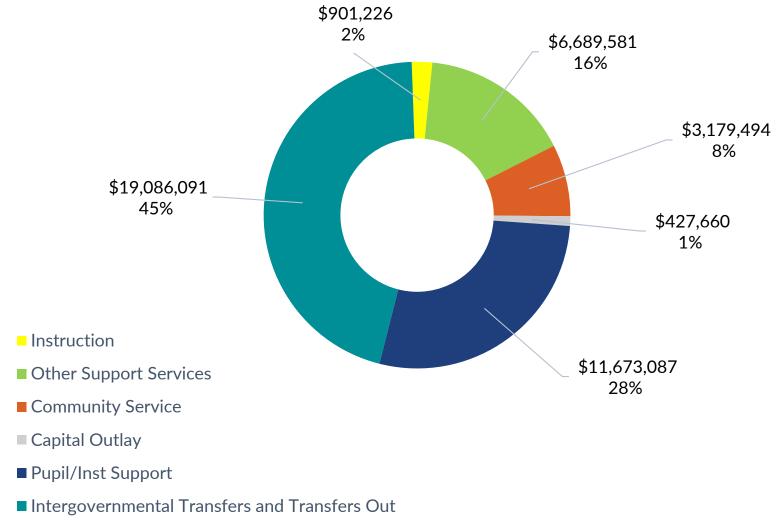
## Total Revenue = \$43,996,708





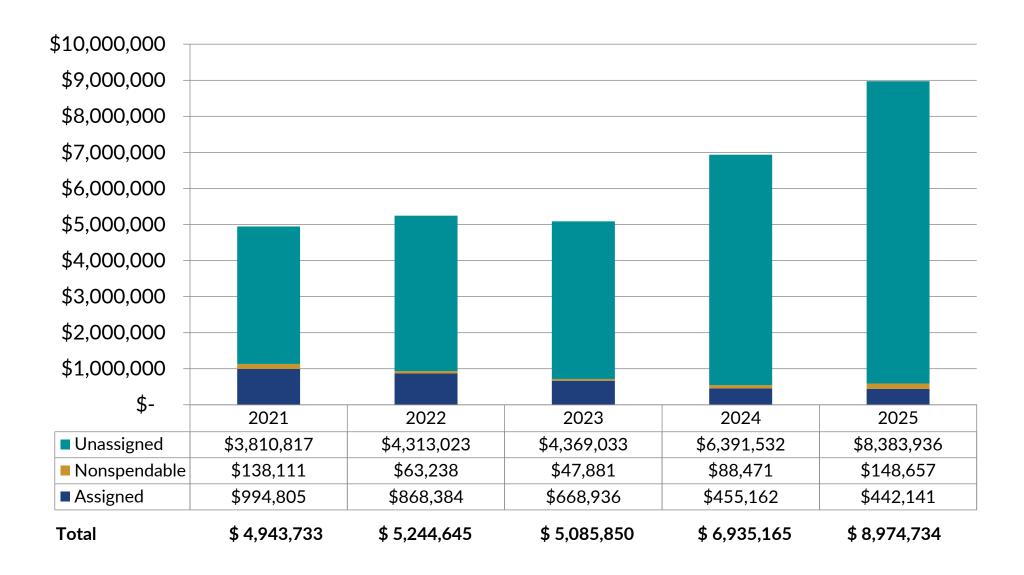
## General Fund Expenditures and Other Financing Uses Year Ended June 30, 2025







## Historical Analysis of General Fund Balance Year Ended June 30

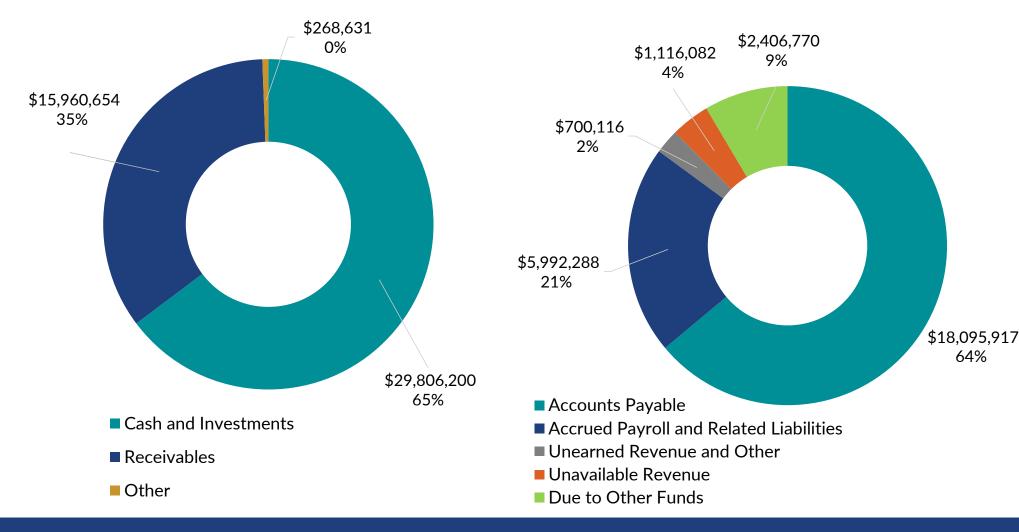




## Special Education Fund Assets, Liabilities, and Deferred Inflows June 30, 2025



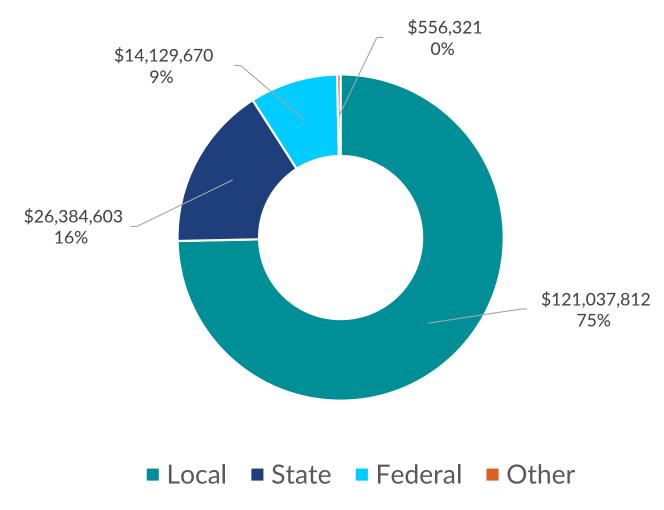
## Liabilities & Deferred Inflows = \$28,311,173





## Special Education Fund Revenue and Other Financing Sources Year Ended June 30, 2025

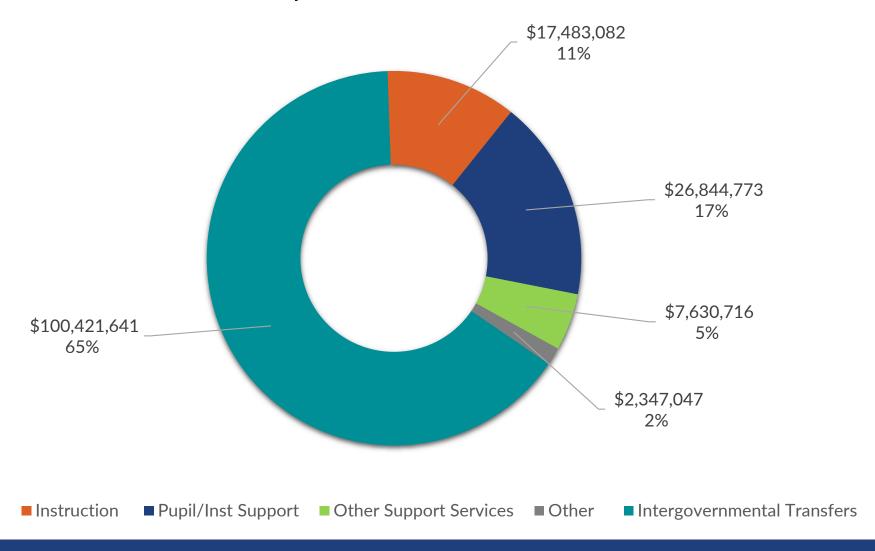
## Total Revenue = \$162,108,406





## Special Education Fund Expenditures and Other Financing Uses Year Ended June 30, 2025

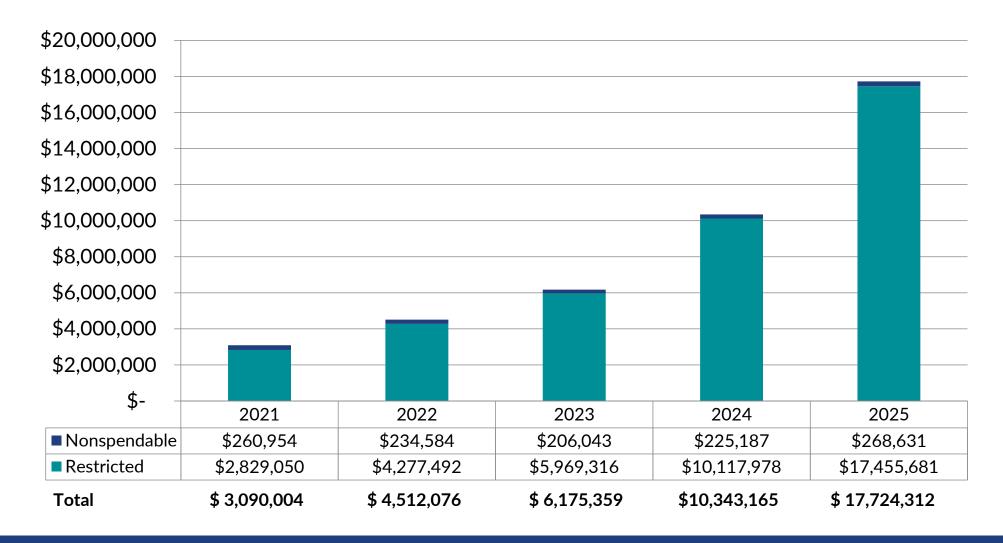
## **Total Expenditures = \$154,727,259**





# Historical Analysis of Special Education Fund Balance

## Fund Balance Year Ended June 30

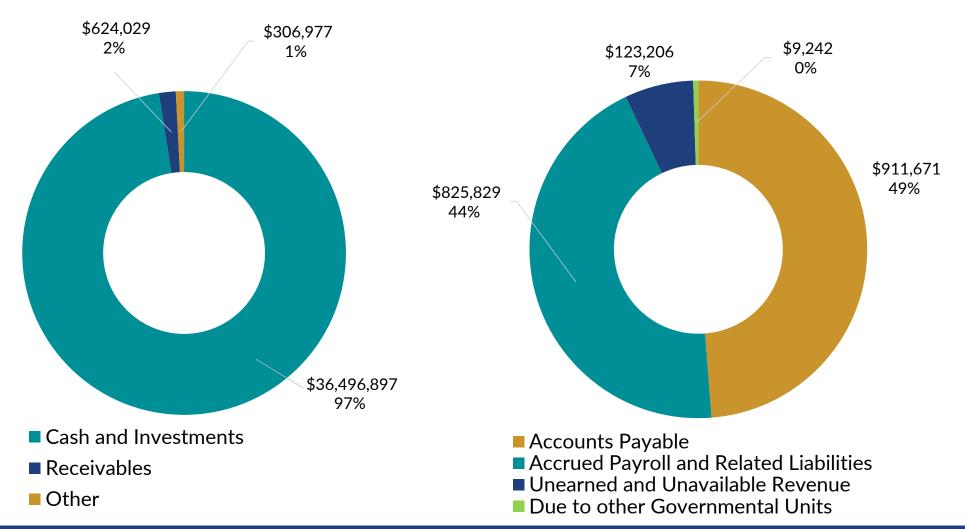




## Cooperative Activities Fund Assets, Liabilities, and Deferred Inflows June 30, 2025



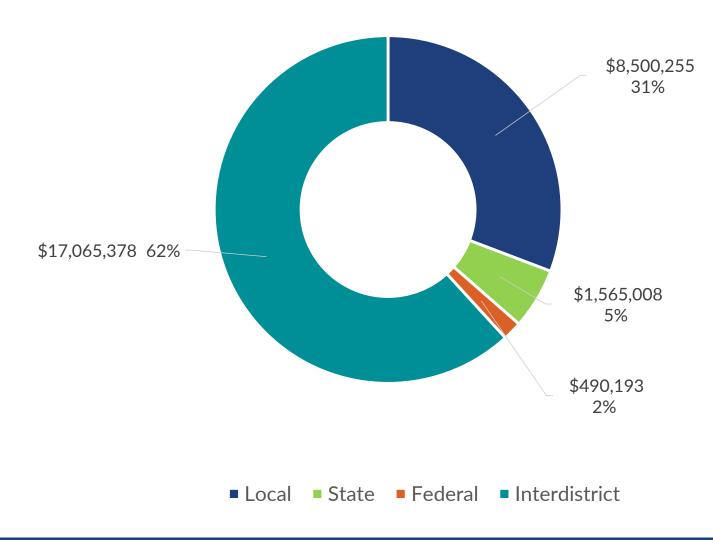
## Liabilities & Deferred Inflows = \$1,869,948





## Cooperative Activities Fund Revenue and Other Financing Sources Year Ended June 30, 2025

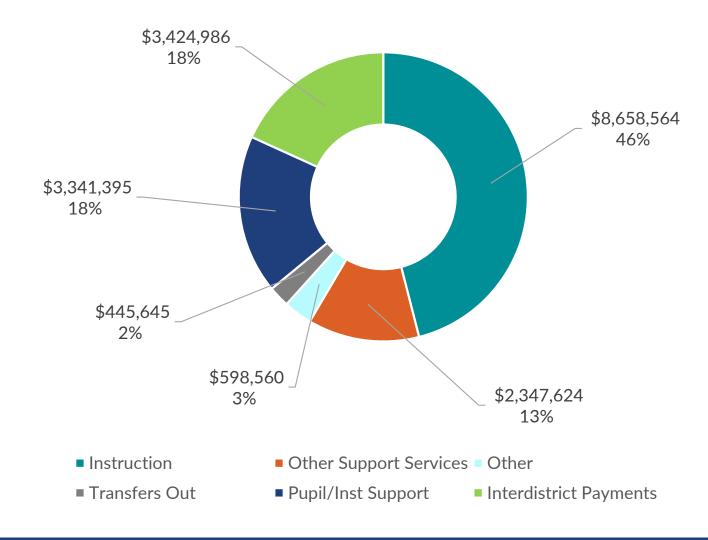
## Total Revenue = \$27,620,834





## Cooperative Activities Fund Expenditures and Other Financing Uses Year Ended June 30, 2025

## Total Expenditures = \$18,816,774





## Historical Analysis of Cooperative Activities Fund – Fund Balance Year Ended June 30





For more information contact:

Jeff Higgins, CPA
Partner
(734) 302-6918
Jeff.Higgins@plantemoran.com

Kori Reinhart, CPA Senior Manager (734) 302-6932

Kori.Reinhart@plantemoran.com



## Coversheet

Approval: Minutes

Section: VII. Consent Agenda Item: A. Approval: Minutes

Purpose:

Submitted by:

Related Material: 10-28-25 Minutes.pdf



## WASHTENAW INTERMEDIATE SCHOOL DISTRICT BOARD OF EDUCATION MEETING MINUTES

#### Tuesday, October 28, 2025

The Washtenaw Intermediate School District Board of Education held a regular board meeting on Tuesday, October 28, 2025, in Washtenaw ISD's Teaching and Learning Center Board Room at 1819 South Wagner Road in Ann Arbor, Michigan.

#### **CALL TO ORDER**

The meeting was called to order at 5:01 PM by President Mary Jane Tramontin

#### **ATTENDANCE**

#### The following members were present:

Mary Jane Tramontin, President Steve Olsen, Vice President Dorcas Musili, Secretary Diane Hockett, Trustee

#### The following member was absent:

Sarena Shivers, Treasurer

#### Quorum was met.

#### Also present:

Naomi Norman, Superintendent

Brian Marcel, Associate Superintendent

Jennifer Banks, Director of Instruction

Edward Manuszak, Executive Director of Early Childhood

LaDawn White, Early Childhood Grant Manager

Michelle Pogliano, Assistant Director of Early Intervention Services

Althea Wilson, Early Childhood Family Services Coordinator

Alicia Kruk, Assistant Director of Preschool and Family Services

Beverly Davidson, Early Intervention Coordinator

Kim Whiren, Early Childhood Education Coordinator

Nancy Davis, Teacher Consultant and AFT FWISE Local 3760

TJ Greggs, Administrative Assistant to the Superintendent

#### **APPROVAL OF THE AGENDA**

Steve Olsen moved, Diane Hockett seconded, to approve the agenda, as presented.

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

Nays: None. Motion carried.

**COMMUNICATIONS:** There were no communications.

PUBLIC PARTICIPATION: There was no public participation.

#### Page 2 – Regular Meeting – 10/28/2025

<u>FINANCIAL REPORTS:</u> Associate Superintendent Brian Marcel reviewed the financial reports for September 2025 and Early Childhood LeDawn White reviewed the Head Start financial reports for September 2025.

Dorcas Musili moved, Diane Hockett seconded, that the Board of Education approve the September 2025 Head Start financial report, as presented.

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

Voting no: None. Motion carried.

**PRESENTATION:** Executive Director of Early Childhood Dr. Edward Manuszak and the Early Childhood Department administrative leaders shared their department presentation.

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

- Superintendent Naomi Norman and Trustee Steve Olsen shared about the Kriseles introduction meeting held earlier in the day on October 28, 2025.

#### **CONSENT AGENDA**

Dorcas Musili motioned, Steve Olsen seconded, that the Board of Education approve the minutes and Superintendent's recommendations in the Consent Agenda, as presented.

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

Motion carried.

#### **Approval of Minutes**

The Board approved the minutes of the October 14, 2025, regular meeting.

#### <u>047-25-26</u>

The Board approved the following reclassification requests:

- Aiden Brady, current position: Level 1 Support, 1.0 FTE, 230 workdays, Non-Bargaining. Recommended position: Technical Assistant LCS/YCS, 1.0 FTE, 230 workdays, Non-Bargaining.
- Jaclyn Mullins, current position: Technical Assistant, 1.0 FTE, 230 workdays, Non-Affiliated. Recommended position: Technical Specialist II LEA Site Coordinator, 1.0 FTE, 230 workdays, Non-Affiliated
- Jessica Hunter-Brandon current position: TA YA EMU, 1.0 FTE, 185 workdays, Unit I. Recommended position: General Education Social Worker-205, 1.0 FTE, 205 workdays, Unit II.
- Madison Fisher current position: Teacher Young Adult SCI-205 Day, 1.0 FTE, 205 workdays, Unit II. Recommended position: Teacher Young Adult SXI-205 Day, 1.0 FTE, 205 workdays, Unit II.
- Shaquille Tipton current position: Teacher Assistant High Point, 1.0 FTE, 205 workdays, Unit I. Recommended position: Teacher Assistant ASD, 1.0 FTE, 185 workdays, Unit I.
- VACANT current position: Teacher Assistant Milan LBC 1.0 FTE, 185 workdays, Unit I. This is a reactivation of the position.

#### 048-25-26

The Board approved the following staff resignations:

#### **Page 3 – Regular Meeting – 10/28/2025**

Heather Appelt, effective December 1, 2025

#### 049-25-26

The Board authorized the administration to approve the contract with Hill Pedagogies Services Inc in an amount not to exceed \$50,000.00, as presented.

<u>NEW BUSINESS – Great Start Readiness Program Subrecipient Contract 2025-26:</u> Executive Director of Early Childhood Dr. Edward Manuszak shared details on the GSRP funding awarded with the Board.

Steve Olsen motioned, Dorcas Musili seconded, that the Board of Education authorize the administration to accept funding for the Great Start Readiness Program (GSRP)/ PreK for All for the 2025-2026 year, as presented.

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

Motion carried.

<u>NEW BUSINESS – Updated WISD Policies – Second Read:</u> Superintendent Naomi Norman discussed the updates to the board policies and mentioned amending a section of the board policy's language.

Diane Hockett motioned, Dorcas Musili seconded, that the Board of Education approve the updated WISD policies and amendments:

- 1) Policy #1420 School Administrator Evaluation
- 2) Policy #1540 Administrative Staff Reductions/Recalls
- 3) Policy #2340 Field & Other District Sponsored Trips
- 4) Policy#2414 Reproductive Health & Family Planning
- 5) Policy #2418 Sex Education
- 6) Policy #5330.01 Epinephrine Auto-Injectors
- 7) Policy #5340 Student Accidents
- 8) Policy #6550 Travel Payment & Reimbursement

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

Motion carried.

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

#### **BOARD OF EDUCATION REPORTS:**

Trustees of the Board of Education spoke about the following:

- Trustee Olsen, Trustee Musili, and Trustee Hockett shared about their experiences at the Michigan Association of School Board's Annual Leadership Conference from October 24-25, 2025.

#### **ADMINISTRATIVE REPORTS – Superintendent's Report:**

Administration spoke about the following:

 Associate Superintendent Brian Marcel shared that the WISD's final audit report is being completed and will be presented at the next board meeting.

#### **Page 4 – Regular Meeting – 10/28/2025**

- Superintendent Naomi Norman asked the Board about signing a letter from Michigan Association
  of Intermediate School Administrators about concerns around the potential elimination or
  reduction of SNAP benefits during the federal shutdown.
- Superintendent Norman shared that the Washtenaw Democratic Party asked her if she would provide a presentation about the CTE millage on Saturday, November 1, 2025.
- Superintendent Norman shared details about WMBK's 3<sup>rd</sup> annual gala held on Sunday, October 26, 2025.
- Superintendent Norman shared about her experience at the My Future Fund Rise and Shine Breakfast held on October 23, 2025.
- Superintendent Norman discussed holding a closed session at the November 11, 2025 WISD Board Meeting to handle an attorney-client matter.
- Superintendent Norman shared that the funding for the Great Start Collaborative has been completely cut.
- Superintendent Norman shared details about the election watch party that would take place on November 4, 2025.
- Superintendent Norman shared details on the jail graduation ceremony.
- Superintendent Norman discussed the ICE family pick ups that have been occurring in the community.
- Superintendent Norman shared about her experience on the Washtenaw County Underground Railroad tour she took on October 20, 2025.
- Superintendent Norman discussed about being a speaker at the Teacher-Powered Schools National Conference on October 24, 2025.

#### **ADJOURNMENT**

The meeting was adjourned at 7:34 PM Respectfully submitted,

Dorcas Musili, Secretary
Washtenaw ISD Board of Education

## Coversheet

## Superintendent's Recommendations

Section: VII. Consent Agenda

Item: B. Superintendent's Recommendations

Purpose:

Submitted by:

Related Material: Resignation Updated\_J. Carruba.pdf

Resignation\_M. Fisher.pdf

TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: November 11, 2025

RE: Updated Resignation Notification

Attached is a letter of resignation from Jessica Carruba. changing her resignation effective date from December 19, 2025, to November 21, 2025. Jessica has been employed with the WISD since December 4, 2017, as an Office Professional.

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

CC: Cherie Vannatter, Deputy Superintendent

Brian Marcel, Associate Superintendent

File

October 30, 2025

### Cassandra D. Harmon-Higgins, Esq.

Executive Director, Human Resources and Legal Services Washtenaw ISD 1819 S. Wagner Road Ann Arbor, MI 48106

Dear Ms. Harmon-Higgins,

I am writing to send an update about my resignation from my position as Office Professional at Washtenaw ISD. My previous last working day was December 19, 2025, and I will now be leaving earlier than originally planned, with my last day now scheduled for November 21, 2025.

Please feel free to reach out if you have any questions. Thanks again to you and your team for everything.

Sincerely, Jessica Carruba TO: Naomi Norman, Superintendent; WISD Board of Education

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

DATE: November 11, 2025

RE: Resignation Notification

Attached please find Madison Fisher's letter of resignation, effective October 23, 2025. Madison has been employed with the WISD since August 27, 2025, as a Teacher at High Point School.

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

CC: Cherie Vannatter, Deputy Superintendent

Brian Marcel, Associate Superintendent

File

#### **Nicole Hubler**

From: Madison Fisher <>

Sent: Thursday, October 23, 2025 2:15 PM

**To:** Nicole Hubler; Becky Mullins **Subject:** Fwd: Fisher Resignation SXI

### **EXTERNAL SEE BELOW**

----- Forwarded message -----

From: Madison Fisher < mfisher@washisd.net >

Date: Thu, Oct 23, 2025 at 2:07 PM Subject: Fisher Resignation SXI

To: <<u>bmarcel@washtenawisd.org</u>>, <<u>nnorman@washtenawisd.org</u>>, Jennifer Parrelly

<jparrelly@washisd.net>, Cassandra Harmon-Higgins <<u>charmonhiggins@washisd.net</u>>, Cherie Vannatter <<u>cvannatter@washisd.net</u>>, Nancy Davis <<u>ndavis@washisd.net</u>>, Deborah Hester-

Washington < washington@washtenawisd.org >

Dear Washtenaw ISD Staff,

I am writing to formally resign from my position at High Point School, SXI YA 205 Teacher, effective October 23, 2025. This has been a difficult decision, but after much reflection, I believe it is what's best for my mental and physical health.

I am grateful for the opportunity to work with our students and staff and to be part of the High Point community. I've valued the relationships I've built and the experiences I've gained during my time here.

Thank you for your understanding and support.

Madison Fisher, M.Ed. High Point SXI Teacher Washtenaw Intermediate School District

This e-mail is NOT from washtenawisd.org; it is from an external sender. Before clicking on attachments or links, please confirm you trust the sender's name and e-mail address. If you believe this e-mail is suspicious, please forward it to ITSecurity@washtenawisd.org

## Coversheet

## Superintendent's Recommendations

Section: VII. Consent Agenda

Item: C. Superintendent's Recommendations

Purpose:

Submitted by:

Related Material: Board Memo DAPCEP 2025 amendment.pdf

DAPCEP Contract July 2025.pdf

DAPCEP contract summer 2025 ACCE updated.pdf

DATE: November 4, 2025

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Jennifer Banks, PhD, Director of Instruction

SUBJECT: DAPCEP Contract

We are requesting approval of an amended contract with the Detroit Area Pre-College Engineering Program (DAPCEP) for an amount not to exceed \$17,721.50 for services already provided during summer programming from July 1–31, 2025, at ACCE Ypsilanti Community Schools.

The board previous approved this contract on October 14, 2025, but we have made the following two changes to **Section I – Scope of Services**, **Item #2 – Description of Services** of the contract, and request updated approval.

Change #1 - Included the following under Description of Services, above the listed duties: This contract, which includes an updated scope of work covering ACCE as of July 2025 and an updated cost of up to \$17,721.50, is the most current version and supersedes any previous versions, including the one created on May 15, 2025, and signed by Michelle Reaves and Jennifer Banks on June 5, 2025. The previous contract version for ACCE did not complete the PO payment process within the WISD.

**Change #2** - Removed Duty 2 in its entirety.

There is no change to the previously approved contract costs. All expenses for this contract are fully funded by the Deloitte Foundation Grant and will have no impact on the general fund.

For any questions, please contact Dr. Jennifer Banks.



# WASHTENAW INTERMEDIATE SCHOOL DISTRICT CONTRACTED SERVICES AGREEMENT - COMPANY

This agreement is made this 3<sup>rd</sup> day of October, 2025 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Detroit Area Pre-College Engineering Program, Michelle Reaves, hereinafter referred to as Contractor.

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

#### **SECTION I – SCOPE OF SERVICES**

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

- 1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than July 1, 2025. Once this contract is implemented, the ending date for providing services shall be July 31, 2025.
- 2. The contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

### **Description of Services:**

### Duty 1:

STEM Summer Academic Program at ACCE in Ypsilanti Community Schools.

The DAPCEP STEM Summer program will introduce 9th- and 10th-grade students to STEM subjects, including engineering and biomedicine. DAPCEP summer programs feature hands-on activities, experiments, and challenges designed to spark curiosity and a passion for STEM fields.

The summer program will help students learn how concepts learned during the school day are applied in STEM industries. In the biomedicine-focused course days, students will explore the intersection of DNA, disease, and forensic science. Through hands-on activities, they will learn about cutting-edge biotechnology techniques like DNA extraction, PCR, gel electrophoresis, and genetic modification.

They will then apply these skills to real-world medical case studies, uncovering how scientists diagnose illnesses and develop cures. Students will also explore various engineering disciplines and discover how engineers solve real-world problems. They will learn fundamental engineering principles, develop problem-solving skills, and work collaboratively on exciting design challenges. Courses will be led by trained facilitators and will take place onsite at ACCE.

Summer program sessions will be hands-on, curriculum-based, and correlated to state education standards at the high school grade levels.

Program Dates: July 1, 2025 - July 31, 2025; Monday - Thursday, No Fridays

No sessions the week of 6/30/25 - 7/4/25

Sessions 90-minute session Session 1: 9:00 am – 10:30 am Session 2: 10:30 am – 12:00 pm • 15 students max per session

Target Audience: 9th- and 10th-grade students.

The program costs include materials & supplies, curriculum development, planning, instruction, and facilitation. DAPCEP will provide the instructors for the course.

#### **Additional Details**

- Workshop facilitator will arrive 30 minutes early for set up and remain 30 minutes after the end of the workshops for clean-up.
- Workshop instructor will be on site from 8:30 am 12:30 pm.
- ACCE will assign a designated staff member to be the on-site point of contact for the DAPCEP workshop facilitator.
- An ACCE staff member must remain on site at for the entire duration of workshop facilitation.

### **Duty 2:**

STEM Summer Academic Program at Lincoln High School at Lincoln Consolidated Schools.

DAPCEP will provide a summer STEM academic course for 9-10th grade students, on-site, at Lincoln High School. The summer camp will focus on introductory engineering. There will be two, 20-student classes with one instructor for each class.

Proposed course details:

Dates: July 1, 2025 - July 17, 2025; Monday - Thursday, No Fridays

Time: 8:30 - 10:00 and 10:00 am - 11:30 am

Location: Lincoln High School, 7425 Willis Rd, Ypsilanti, MI 48197

Instructors will arrive at 8:30 am for set-up and leave at 12:00 pm following breakdown/clean-up.

• 20 students max per class, 2 classes (1 instructor per class).

Target Audience: 9th- and 10th-grade students.

Additional Details: Lincoln Consolidated Schools will assign a designated staff member to be the on-site point of contact for the DAPCEP facilitator. A Lincoln Consolidated Schools staff member must remain on site for the entire duration of the course facilitation.

The program costs include materials & supplies, planning, instruction, and facilitation. DAPCEP will provide the instructors for the course.

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

#### SECTION II -COMPENSATION

WISD does hereby agree as follows:

- 1. The maximum consideration for the Contractor's services as described in Section I shall be \$17,721.50 including all related expenses, including travel expenses outlined in Section III.
- 2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
- 3. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
- 4. The contractor has not been debarred, excluded or disqualified<sup>1</sup> under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
- 5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
- 6. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
- 7. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
- 8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
- 9. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

#### **SECTION III - OTHER CONSIDERATIONS**

1. All expenses for travel and mileage as a result of rendering the services identified in Section I are the responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not

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

foreseen prior to the execution of this contract. If this occurs, WISD <u>pre-approved</u> travel costs associated with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be submitted under the guidelines established by WISD, including expense submission dates and inclusion of detailed receipts.

- 2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
- 3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
  - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
  - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
  - iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.
- 4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
- 5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
- 6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

#### SECTION IV - INSURANCE COVERAGE

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

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

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

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

### **SIGNATURES**

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

	DATE	
Michelle Reaves, DAPCEP		
	DATE	
Jennifer Banks, Ph.D.		
Director of Instruction		
Washtenaw Intermediate School District		



# WASHTENAW INTERMEDIATE SCHOOL DISTRICT CONTRACTED SERVICES AGREEMENT - COMPANY

This agreement is made this 3<sup>rd</sup> day of October, 2025 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Detroit Area Pre-College Engineering Program, Michelle Reaves, hereinafter referred to as Contractor.

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

#### **SECTION I – SCOPE OF SERVICES**

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

- 1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than July 1, 2025. Once this contract is implemented, the ending date for providing services shall be July 31, 2025.
- 2. The contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

### **Description of Services:**

This contract, which includes an updated scope of work covering ACCE as of July 2025 and an updated cost of up to \$17,721.50, is the most current version and supersedes any previous versions, including the one created on May 15, 2025, and signed by Michelle Reaves and Jennifer Banks on June 5, 2025. The previous contract version for ACCE did not complete the PO payment process within the WISD.

### Duty 1:

STEM Summer Academic Program at ACCE in Ypsilanti Community Schools.

The DAPCEP STEM Summer program will introduce 9th- and 10th-grade students to STEM subjects, including engineering and biomedicine. DAPCEP summer programs feature hands-on activities, experiments, and challenges designed to spark curiosity and a passion for STEM fields.

The summer program will help students learn how concepts learned during the school day are applied in STEM industries. In the biomedicine-focused course days, students will explore the intersection of DNA, disease, and forensic science. Through hands-on activities, they will learn about cutting-edge biotechnology techniques like DNA extraction, PCR, gel electrophoresis, and genetic modification.

They will then apply these skills to real-world medical case studies, uncovering how scientists diagnose illnesses and develop cures. Students will also explore various engineering disciplines and discover how engineers solve real-world problems. They will learn fundamental engineering principles, develop problem-solving skills, and work collaboratively on exciting design challenges. Courses will be led by trained facilitators and will take place onsite at ACCE.

Summer program sessions will be hands-on, curriculum-based, and correlated to state education standards at the high school grade levels.

Program Dates: July 1, 2025 - July 31, 2025; Monday - Thursday, No Fridays

No sessions the week of 6/30/25 - 7/4/25

Sessions 90-minute session Session 1: 9:00 am – 10:30 am Session 2: 10:30 am – 12:00 pm • 15 students max per session

Target Audience: 9th- and 10th-grade students.

The program costs include materials & supplies, curriculum development, planning, instruction, and facilitation. DAPCEP will provide the instructors for the course.

### **Additional Details**

- Workshop facilitator will arrive 30 minutes early for set up and remain 30 minutes after the end of the workshops for clean-up.
- Workshop instructor will be on site from 8:30 am 12:30 pm.
- ACCE will assign a designated staff member to be the on-site point of contact for the DAPCEP workshop facilitator.
- An ACCE staff member must remain on site at for the entire duration of workshop facilitation.
- 3. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.
- 4. Prior to any work being completed on WISD grounds, individuals working for the Contractor **may be required** to undergo a criminal background check by having fingerprints scanned electronically and submitted to the Michigan State Police. A list of all such employees must be provided to WISD by the Contractor as **Attachment A**. The Contractor will be responsible for payment of the fingerprinting service. (The proper forms must be obtained by the HR Department. Specific written exemption of the fingerprint requirement must be provided by the WISD Executive Director of Human Resources and Legal Services, in compliance with School Safety Legislation and WISD Board Policy).
- 5. The Contractor must also comply with Public Act 131 of 2005, which details the procedure to follow if the Contractor, or any individuals working on behalf of the Contractor, has/have been charged with a crime listed under Section 1535a (1) of the Michigan School Code, or a violation of a substantially similar law of another state, a political subdivision of this state or another state, or of the United States.

#### **SECTION II -COMPENSATION**

### WISD does hereby agree as follows:

- 1. The maximum consideration for the Contractor's services as described in Section I shall be \$17,721.50 including all related expenses, including travel expenses outlined in Section III.
- 2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not bepaid.
- 3. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such

manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.

- 4. The contractor has not been debarred, excluded or disqualified<sup>1</sup> under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
- 5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
- 6. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
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- 8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
- 9. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

#### **SECTION III - OTHER CONSIDERATIONS**

- All expenses for travel and mileage as a result of rendering the services identified in Section I are the
  responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not
  foreseen prior to the execution of this contract. If this occurs, WISD <u>pre-approved</u> travel costs associated
  with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be
  submitted under the guidelines established by WISD, including expense submission dates and inclusion of
  detailed receipts.
- 2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
- 3. The WISD shall retain ownership interest in any of the following three (3) circumstances:
  - i. The WISD expressly directs the Contractor to create a specified work (electronic or otherwise) or the work is a specific requirement of the contract;
  - ii. Any documents (electronic or otherwise) created and or developed by the Contractor while under contract with the WISD; or
  - iii. The Contractor voluntarily transfers the copyright, in whole or in part to the WISD in the form of a written document signed by said Contractor.

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

- 4. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
- 5. Either party may terminate this Agreement by giving the other 30 days advance written notice.
- 6. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

#### **SECTION IV - INSURANCE COVERAGE**

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

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

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

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

### **SIGNATURES**

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

Michelle Reaves, DAPCEP	DATE	
Michelle Reaves, DAI GEI		
Jennifer Banks, PhD, Director of Instruction Washtenaw Intermediate School District	DATE	
Naomi Norman, Superintendent Washtenaw Intermediate School District	DATE	

# Coversheet

# Superintendent's Recommendations

Section: VII. Consent Agenda

Item: D. Superintendent's Recommendations

Purpose:

Submitted by:

Related Material: Board - Memo Laurel Manor amendment fall 2025.pdf

Laurel Manor\_Amendment\_110625.pdf

DATE: November 4, 2025

TO: Naomi Norman, Superintendent; Jennifer Banks, Ph.D., Director of Instruction;

WISD Board of Education

FROM: Dawn Stewart, Ph.D., Supervisor of Instructional Supports

SUBJECT: Laurel Manor Contract – Tri County Culturally Responsive Mathematics Institute

23h Learning Lab In-Person Meeting

We are requesting approval to amend the contract with Laurel Manor Banquet & Conference Center from \$22,244.88 to \$25,578.83 for the Tri-County Culturally Responsive Mathematics Institute's 23h Learning Lab Series. This contract covers both in-person Learning Labs at Laurel Manor held on October 21, 2025, and the upcoming session on November 18, 2025. The increase reflects higher-than-anticipated attendance and corresponding needs. Services include facility rental, room setup, A/V, and breakfast, lunch, and snacks (planned for 110 participants on November 18).

Separately, WISD contracted with Laurel Manor in August 2025 for the Educator Conference at \$18,633.74. Combining that prior engagement with the amended Learning Labs contract results in \$44,212.57 with Laurel Manor in 2025–2026, exceeds the Board approval threshold and therefore requires Board authorization. All costs are funded by the 23h Improving Mathematics Teaching and Learning Grant with no impact on the General Fund.

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



# Washtenaw Intermediate School District Amendment to Contracted Services Agreement - Company

The contracted services agreement dated 10, September 2025 by and between Washtenaw Intermediate School District hereinafter referred to as WISD or District, Laurel Manor Banquet & Conference Center - Rachel Bocek, hereinafter referred to as Contractor, is amended as follows:

It is the intention of the parties to amend the previous contracted services agreement covering the period of October 21, 2025, until November 18, 2025 in the following manner:

#### **SECTION I - SCOPE OF SERVICES**

In connection with the above, the Contractor will perform the following services:

### **Description of Services:**

**Update Duty 2:** Contractor will provide facilities for the Tri-County Culturally Responsive Learning Lab Kickoff, including use of the Aspen Room, Suite 2, and lobby areas, as well as audio-visual support and food service for approximately 110 attendees, on November 18, 2025 from 7:00 a.m. to 3:30 p.m., as outlined in the attached Laurel Manor event specifications. This update reflects an increase in the number of attendees compared to the original agreement.

#### **SECTION II - COMPENSATION**

1. Increase compensation from \$22,244.88 to \$25,578.83.

This Amendment agreed to on the dates signed below.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

DATE
Rachel Bocek, Laurel Manor Banquet & Conference Center
DATE
Dawn Stewart, Supervisor of Instructional Supports, Achievement Initiatives
Washtenaw Intermediate School District

# Coversheet

# Superintendent's Recommendations

Section: VII. Consent Agenda

Item: E. Superintendent's Recommendations

Purpose:

Submitted by:

Related Material: Early Literacy Coaching Contract AAPS Amendment Memo 25\_26.pdf

Ann Arbor EL Coach 25-26 REV 11-5-25.pdf

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Amy Olmstead-Brayton, Supervisor of Instruction, Achievement Initiatives

DATE: Nov 6, 2025

SUBJECT: Amendment to Early Literacy Coaching Contract with AAPS

We recommend that the Washtenaw ISD Board of Education approve an amendment to the contract with Ann Arbor Public Schools for the 2025–2026 school year to provide an early literacy coach.

This amendment adjusts the language under Section IV (Insurance Coverage) of the contract. The revised language was requested by Ann Arbor Public Schools and has been reviewed and approved by WISD's Associate Superintendent, Brian Marcel.

All other terms of the contract, including scope of work, funding source, and cost not to exceed \$50,000.00, remain unchanged.

The early literacy coach will continue to serve as part of the Washtenaw County Coaching Collaborative (WC3), supporting the implementation of the Essential Instructional Practices in Early Literacy and advancing WISD's commitment to equitable, high-quality literacy instruction for all students.

CC: Dr. Jennifer Banks, Director of Instruction



# WASHTENAW INTERMEDIATE SCHOOL DISTRICT CONTRACTED SERVICES AGREEMENT - COMPANY

This agreement is made this 1st day of September, 2025 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and the Ann Arbor Public Schools, hereinafter referred to as Contractor.

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

### **SECTION I - SCOPE OF SERVICES**

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

- 1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than September 1, 2025. Once this contract is implemented, the ending date for providing services shall be June 30, 2026.
- 2. The Contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

#### **Description of Services:**

Washtenaw ISD educates, serves, and advocates with students, families, schools and the community. We disrupt racial inequities, build just educational systems, and expand access for all learners. We value human potential while striving to support current and future generations of Washtenaw County to enrich as many lives as we possibly can.

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

#### **Essentials of the Position:**

- Demonstrates a strong commitment to equity, social justice, and inclusion in all practices and position responsibilities in accordance with WISD's Mission and Vision (listed above).
- Demonstrates the ability to examine how his/her/their position (directly or indirectly) impacts educational inequities in student achievement outcomes.
- Demonstrates a commitment to and takes responsibility for co-constructing a county wide culture of coaching; a culture that prioritizes:
  - anti-oppression, anti-racism, and ultimately a more equitable educational system and learning pursuits for our students and our teachers.
  - o collaborative learning: Encouraging shared learning and regular professional development.
  - o continuous improvement: promoting a growth mindset and reflective practices.
  - student-centered approaches: focusing on individual student needs using data-driven methods.
  - o strong relationships: building trustful relationships and encouraging mentorship.

• Engages in professional learning with the Washtenaw Coaching Collaborative (WC3) on the dates listed below:

All WC3 Meetings are 9am-12pm a the ISD unless otherwise noted All Coaching Quarterly Meetings are 8:30 a.m. -3:00 p.m. online unless otherwise noted

October 9, 2025 - WC3 1 (In Person)
November 13, 2025 - WC3 2 (In Person)
December 9, 2025 - Statewide Quarterly (Online)
January 8, 2026 - WC3 3 (In Person)
February 10, 2026 - Statewide Quarterly
March 12, 2026 - WC3 4 (In Person)
April 9, 2026 - WC3 5 (In Person)
May 5, 2026 - Statewide Quarterly (In Person)
June 4, 2026 - WC3 6 (online 10:00 a.m. -11 a.m.)

### Per 35a Grant Assurances:

- Attend the pre-K-3 Essential Instructional Practices Institute, Literacy Coaching Network Professional Learning Opportunities, Coaching Intensives, Quarterly Meetings, and Monthly Meetings to support learning around the Essentials.
- Use the Coaching Modules and the pre-K-3 Essential Instructional Practices modules to support their learning around the Essentials.
- o Must have already received or be making progress toward receiving LETRS training.
- o Engage in Assessment Literacy professional learning.

### **Required Engagement**

To stay in compliance, all grant-funded coaches must:

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

#### **SECTION II -COMPENSATION**

WISD does hereby agree as follows:

- 1. The maximum consideration for the Contractor's services as described in Section I shall be **\$50,000.00** including all related expenses, including travel expenses outlined in Section III.
- 2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not be paid.
- 3. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.
- 4. The contractor has not been debarred, excluded or disqualified<sup>1</sup> under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
- 5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
- 6. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
- 7. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
- 8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
- 9. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

#### **SECTION III - OTHER CONSIDERATIONS**

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

#### **SECTION IV - INSURANCE COVERAGE**

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

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

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

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

To the extent permitted by law, including but not limited to the restrictions implied in MCL 380.601A(l(d, each Party will defend, indemnify and hold harmless the other Party and its respective officers, directors, trustees, employees, representatives, agents, successors, and assigns from and against any costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and attorney fees (collectively, "Losses", which may arise out of the indemnifying Party's acts or omissions under this Agreement for which the indemnifying Party would be liable in law/equity.

# Coversheet

# Superintendent's Recommendations

Section: VII. Consent Agenda

Item: F. Superintendent's Recommendations

Purpose:

Submitted by:

Related Material: Emdin Board Memo Fall 2025.pdf

Emdin Fall 2025 Learning Labs 23h.pdf

DATE: November 4, 2025

TO: Naomi Norman, Superintendent; Jennifer Banks, Ph.D.,

Director of Instruction; WISD Board of Education

FROM: Dawn Stewart, Ph.D., Supervisor of Instruction al Supports

SUBJECT: Emdin Support Services, LLC – Tri County Culturally Responsive Mathematics, 25-

26 Learning Labs Collider Classroom Instruction

We are requesting approval to contract with Emdin Support Services, LLC for \$72,500 to support the Tri-County Culturally Responsive Mathematics Institute's second year of Learning Labs. Dr. Christopher Emdin will deliver in-person and virtual training on creating "Collider Classrooms" for educators in Washtenaw, Wayne, and Oakland counties.

WISD previously engaged Emdin Support Services in August 2025 for Opening Day at \$27,500. The cumulative total for 2025–2026 is \$100,000, which exceeds the current Board limit and therefore requires approval. All costs will be covered by the 23h Improving Teaching and Learning in Mathematics grant. There is no impact on the General Fund.

Learning Labs will center on "Collider Classrooms"—student-centered, culturally responsive learning environments that foster belonging, creativity, and engagement through human-centered design and practices. These sessions are designed to strengthen teachers' practice and increase student engagement and achievement.

Dr. Chris Emdin is a distinguished scholar, author, and professor known for his contributions to urban education, science education, and social justice. He is the creator of the "Reality Pedagogy" framework, which helps educators create culturally relevant and engaging classrooms. Dr. Emdin holds a Ph.D. in Urban Education with a concentration in Mathematics, Science, and Technology, along with Master's degrees in Natural Sciences and Education, and Bachelor's degrees in Physical Anthropology, Biology, and Chemistry.

Please contact Dr. Jennifer Banks with any questions.



# WASHTENAW INTERMEDIATE SCHOOL DISTRICT CONTRACTED SERVICES AGREEMENT - COMPANY

This agreement is made this 4th<sup>th</sup>\_day of November, 2025 by and between Washtenaw Intermediate School District, hereinafter referred to as WISD or District, and Dr. Christopher Emdin, Emdin Support Services, LLC, hereinafter referred to as Contractor.

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

#### SECTION I - SCOPE OF SERVICES

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

- 1. The Contractor shall commence performance of the duties in Section I, Number 2 no earlier than November 18, 2025. Once this contract is implemented, the ending date for providing services shall be March 16, 2026.
- 2. The contractor agrees to perform the following duties and any necessary tasks incident to full performance of the described duties:

### **Description of Services:**

This contract covers multiple professional learning events that Dr. Emdin will provide. Accordingly, the dates and activities below are included under a single agreement.

#### Description - Collider Classroom Series: November 18, 2025 through March 16, 2026

### **Duty 1: Planning Meetings and Collaboration**

The Contractor will participate in planning meetings with the organizing team to confirm session themes, learning goals, and audience needs; align content with institute objectives; and coordinate logistics (e.g., timing, room setup, technology checks).

#### **Duty 2: Session Development**

The Contractor will design and develop two (2) in-person learning sessions and one (1) virtual session focused on Collider Classrooms and building culturally responsive classroom environments. Development will include clearly stated learning objectives, interactive activities, and all presentation materials and handouts.

#### Duty 3: Facilitation of <u>In-Person</u> Professional Learning - November 18, 2025

The Contractor will facilitate a three-hour, in-person session on November 18, 2025, from 8:30 AM to 11:30 AM onsite at Laurel Manor Banquet an Conference Center, Livonia, MI.

The session will address the power of culturally responsive classroom environments, the Collider Classroom method, and the effective use of qualitative and quantitative data to inform instructional practice. Time will be reserved for discussion, application, and Q&A.

### Duty 4: Facilitation of <u>Virtual</u> Professional Learning - February 4, 2026

The Contractor will facilitate a 1.5-hour virtual session on February 4, 2026, from 4:30 PM to 6:00 PM with Collider Classroom participants. This Problem of Practice session will address

implementation challenges participants have encountered and surface practical strategies. The Contractor will deliver the session from the Learning Lab and provide a guided virtual tour of a Collider Classroom environment.

### Duty 5: Facilitation of <u>In-Person</u> Professional Learning - March 16, 2026

The Contractor will facilitate a four-hour, in-person session on March 16, 2026 onsite at Laurel Manor Banquet and Conference Center, Livonia, MI.

The session will focus on using data to drive instruction and improve practice, with structured time to address participant questions and troubleshoot issues. This session will serve as the culmination of the series and support participants in planning next steps for sustained implementation. The Contractor shall provide, at the request of WISD, periodic progress reports detailing the tasks accomplished and the tasks remaining to be accomplished to complete full performance of the Contractor's duties as described.

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

#### SECTION II -COMPENSATION

WISD does hereby agree as follows:

- 1. The maximum consideration for the Contractor's services as described in Section I shall be \$72,500 including all related expenses, including travel expenses outlined in Section III.
- 2. The Contractor shall submit an invoice describing the services, including dates and hours of work, for part payment of the contract price not more frequently than once per month. The contractor shall submit an invoice requesting payment no more than thirty (30) days after the work has been performed. Invoices submitted after this date may not bepaid.
- 3. The Contract is retained by WISD only for the purposes and to the extent sent forth in this Agreement, and the Contractor's relationship to WISD shall, during the life of this Agreement, be that of an independent contractor. As such, WISD agrees that the Contractor shall be free to dispose of such portion of his/her entire time, energy, and skill during regular business hours that s/he is not obligated to devote to WISD in such manner as the Contractor sees fit. The Contractor shall not be considered as having an employee status or as being entitled to participate in any plans, arrangements, or distributions by WISD pertaining to or in the connection with any fringe, pension, bonus or similar benefits for the WISD's regular employees. WISD will not withhold or pay any sums, state, federal or local taxes, FICA, Michigan School Employees Retirement, MESC insurance, or worker's compensation insurance, unless required by law. The Contractor agrees to hold WISD harmless for the payment of such sum, interest, penalties or costs in the collection of same. Nothing in this agreement shall be construed to interfere with or otherwise affect rendering of services by the Contractor in accordance with its professional judgment.

- 4. The contractor has not been debarred, excluded or disqualified<sup>1</sup> under the non-procurement common rule, or otherwise declared ineligible from receiving Federal funds, contracts, certain subcontracts, and certain Federal assistance/benefits.
- 5. WISD acknowledges that the Contractor has no responsibility for the supervision of any WISD personnel in carrying out his/her contractual functions, and any recommendations made by the Contractor (other than in treating patients whom s/he has examined,) will require independent judgment of WISD prior to being effectuated.
- 6. WISD agrees that the Contractor shall have access to WISD premises at such time as is necessary for the Contractor to perform the above described tasks. However, WISD may require at least a one week's prior notice relating to the use of certain facilities.
- 7. In compliance with federal requirements, payments shall be made to a vendor on a reimbursement basis for services delivered; not as a prepayment.
- 8. WISD agrees to promptly pay the invoices submitted by the Contractor upon verification of the rendering of the services and within 30 calendar days from receipt in the WISD's Business Office.
- 9. WISD agrees to report to the Internal Revenue Service all amounts paid or reimbursed for services of the Agreement in conjunction with the legal requirements.

#### **SECTION III - OTHER CONSIDERATIONS**

- All expenses for travel and mileage as a result of rendering the services identified in Section I are the
  responsibility of the Contractor. However, WISD may ask the Contractor to incur travel expenses not
  foreseen prior to the execution of this contract. If this occurs, WISD <u>pre-approved</u> travel costs associated
  with this Contract will be paid by WISD at a rate to be determined by WISD. Such travel expenses must be
  submitted under the guidelines established by WISD, including expense submission dates and inclusion of
  detailed receipts.
- 2. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties at any time during the life of this Agreement.
- 3. The work done by the Contractor shall be to the entire satisfaction of WISD. Should the Contractor unsatisfactorily perform the duties, WISD may cancel the Agreement and the Contractor shall have no claim for any of the balance of the contract price remaining to be paid at date of termination other than amounts related to services provided prior to termination.
- 4. Either party may terminate this Agreement by giving the other 30 days advance written notice.
- 5. WISD may change the duties of the Contractor as above described, but such change shall not be a substantial alternation of the Contractor's duties, nor can such change be made without the input of the Contractor.

#### **SECTION IV - INSURANCE COVERAGE**

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

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

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

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

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

#### **SIGNATURES**

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

	DATE	
Dr. Christopher Emdin,		
Emdin Support Services, LLC		
Independent Contractor		
	DATE	
Dawn Stewart, Phd		
Supervisor of Instruction Supports		
Washtenaw Intermediate School District		
	DATE	
Board Pesident		
Washtenaw Intermediate School District		

# Coversheet

# Superintendent's Recommendations

Section: VII. Consent Agenda

Item: G. Superintendent's Recommendations

Purpose:

Submitted by:

Related Material: BOE Memo \_CEDAM MFF\_Oct25\_ Proposal.pdf

TO: Naomi Norman, Superintendent & WISD Board of Education

FROM: Sarah Hierman, Grants & Special Projects Coordinator

DATE: November 3, 2025

RE: CEDAM CSA Program Innovation and Sustainability Grant

WISD has an opportunity to re-apply for grant funding from CEDAM (Community & Economic Development Association of Michigan) to support long-term impact efforts for My Future Fund. The grant, which is state funding, will fund up to \$100,000 for selected applicants to build capacity to support the innovation and sustainability of existing children's savings account (CSA) programs.

We are requesting Board of Education approval to submit a proposal to support increasing family and student engagement of the My Future Fund program. The anticipated request of \$100,000 would be used to contract with My Future Fund ambassadors to assist with outreach events, provide incentives for school engagement, support 8<sup>th</sup> grade promotion ceremonies and add a bonus deposit to 8<sup>th</sup> grade student accounts. The grant would be available from January 1, 2026-August 31, 2026.

Board of Education approval of this proposal would allow us to proceed with submission of a proposal to CEDAM to support these sustainability efforts.

Please let me know if there are any questions or concerns related to this request.

# Coversheet

# Superintendent's Recommendations

Section: VII. Consent Agenda

Item: H. Superintendent's Recommendations

Purpose:

Submitted by:

Related Material: Progress Park Capital Purchase Memo.pdf

Progress Park Quote.pdf Progress Park Finishes.pdf DATE: November 5, 2025

TO: Naomi Norman, Superintendent; WISD Board of Education

FROM: Tanner Rowe, Director of Operations

SUBJECT: Special Education Capital Funds Purchase – Progress Park Classroom Furniture

The administration recommends the WISD Board of Education authorize the administration to utilize special education capital project funds to purchase furniture for Progress Park at a cost not to exceed \$30,621.

On October 14, 2025, the WISD Board of Education approved the purchase of classroom furniture for Progress Park. At that time, it was mentioned we were awaiting a final proposal from another vendor to complete needed furniture for that school. This request is the balance of furniture needed to complete our purchases. This includes cafeteria tables, alternative seating options for our elementary, middle, and high school classrooms, and a Nook Huddle for our student lounge. The Nook Huddle is a unique piece of furniture that allows for up to four people to gather in a space within a space, creating a smaller, more intentional atmosphere for students and staff. To view any of these pieces of furniture, please see the attached "Finish Book".

A furniture cost proposal is also attached. The total cost of furniture from Dew El is not to exceed \$30,621. We anticipate the furniture to arrive late January/ early February. Funding for this furniture will come from our special education capital project funds.



# Washtenaw Intermediate School District

PRICE PROPOSAL

Date: 10/24/2025

Prepared For: Tracye Johnson

Quote Number: 3723-29444

Valid For -44 Days

Prepared by: Steve Timmer

### Confidential

© 2025 Dew-El Corporation. The information in this transmittal is proprietary to Dew-El Corporation. It is provided on the condition that it remains in confidence between Dew-El Corporation and the recipient of this quote. Do Not Copy, Distribute nor Share the Contents of this proposal without the written permission of Dew-El Corporation.

Dew-El Corporation 10841 Paw Paw Drive Holland, MI 49424 Phone: (616) 396-6554 Fax: (616) 396-6669

http://www.Dew-El.com



### **SUMMARY PAGE**

Quote # 3723-29444

\$30,620.80

#### **Project Scope**

Washtenaw Intermediate School District
Teaching and Learning Center
1819 S. Wagner Rd
Dexter, MI 48130

**Install To** 

Washtenaw Intermediate School District Teaching and Learning Center 1819 S. Wagner Rd Dexter, MI 48130 **Project Investment** 

100% Due Net 30

 Project Total
 \$30,620.80

 Tax (0%)
 \$0.00

 Grand Total
 \$30,620.80

 Payment Schedule
 Net 30

#### **Price Summary by Phase**

Option	Phase / TAG	Price	Tax	Total
Progress Park	Elementary	\$4,506.95	\$0.00	\$4,506.95
	Middle School	\$1,168.82	\$0.00	\$1,168.82
	High School	\$1,168.82	\$0.00	\$1,168.82
	Cafeteria/Lounge	\$18,126.21	\$0.00	\$18,126.21
	Freight	\$1,900.00	\$0.00	\$1,900.00
	Install	\$3,750.00	\$0.00	\$3,750.00
		\$30,620.80	\$0.00	\$30,620.80
Grand Total		\$30,620.80	\$0.00	\$30,620.80



# **QUOTATION**

# 3723-29444

#### VALID UNTIL 9/10/2025

#### **BILL TO**

Washtenaw Intermediate School District Teaching and Learning Center 1819 S. Wagner Rd Dexter, MI 48130

#### **INSTALL TO**

Washtenaw Intermediate School District Teaching and Learning Center 1819 S. Wagner Rd Dexter, MI 48130 Salesperson Steve Timmer

Payment Terms Net 30

#### **SHIP TO**

Washtenaw Intermediate School District Teaching and Learning Center 1819 S. Wagner Rd Dexter, MI 48130

# **Progress Park**

Elemen	ntary				
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
1	2.00	EA	215X / Access Soft Seating Lounge, Structure - Rock & Stack Chair - small Seat: Spradling Silvertex Neo -Bazaar Back: Spradling Silvertex Neo -Limoncello	\$518.18	\$1,036.37
2	2.00	EA	215X / Access Soft Seating Lounge, Structure - Rock & Stack Chair - small Seat: Spradling Silvertex Neo -Marine Blue Back: Spradling Silvertex Neo -Crème de Menthe	\$518.18	\$1,036.37
3	2.00	EA	FM450x / Pivot Floor Cushion Cart, 10 Pivots capacity, with casters	\$230.26	\$460.53
4 20.00 EA FM400x / Pivot 15" Round 3" High Floor Cushion (5) Spradling Silvertex Neo - Bazaar (5) Spradling Silvertex Neo - Marine Blue (5) Spradling Silvertex Neo - Limoncello (5) Spradling Silvertex Neo - Creme de Manthe		<ul><li>(5) Spradling Silvertex Neo - Bazaar</li><li>(5) Spradling Silvertex Neo - Marine Blue</li><li>(5) Spradling Silvertex Neo - Limoncello</li></ul>	\$98.68	\$1,973.68	
Middle	Scho	ol			
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
5	1.00	EA	218X / Access Soft Seating Lounge, Structure - Rock & Stack Chair - large Spradling Silvertex Neo Seat: Marine Blue Back: Creme de Menthe	\$584.42	\$584.41



# **QUOTATION**

# 3723-29444

VALID UNTIL 9/10/2025

### **Progress Park**

Progre	SS Pa	irk			
Middle	Scho	ol			
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
6	1.00	EA	218X / Access Soft Seating Lounge, Structure - Rock & Stack Chair - large Spradling Silvertex Neo Seat: Bazaar Back: Limoncello	\$584.42	\$584.41
High Sc	chool				
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
7	7 1.00 EA 218X / Access Soft Seating Lounge, Structure - Rock & Stack Chair - large Spradling Silvertex Neo Seat: Marine Blue Back: Creme de Menthe				\$584.41
8	1.00	EA	218X / Access Soft Seating Lounge, Structure - Rock & Stack Chair - large Spradling Silvertex Neo	\$584.42	\$584.41
Cafeter	ia/l o	unge	Seat: Bazaar Back: Limoncello		
				DDICE EA	EVT DDICE
LINE #		UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
9	2.00	EA	MSR608 / Mobile Stool Table - Round - 60"Round Diameter - 8 Stools Top- Formica Fog Stools - Light Green & Navy Blue OPTIONS	\$2,644.51	\$5,289.01
			<ul> <li>No Upgrade (Select ADA Option)</li> <li>RO Round (Select Stool Shape)</li> <li>HT1 25"H (Select Table Height)</li> <li>HT1 13"H (Select Stool Height)</li> <li>ST Standard Laminates (Select Top Laminate Option)</li> <li>WST Wilsonart Standard Laminates (Select Standard Laminates)</li> <li>Y0676 Wilsonart Snow Geo (Select Wilsonart Standard Laminates)</li> <li>DYNA Upgrade Table Top Edges (Dyna-Rock) (Select a Table Top Edges)</li> <li>No Upgrade (Select Upgrade Edges (Dyna-Rock))</li> <li>LG Light Green (Select Stool Color Top)</li> <li>BR Brown (Selec Stool Color Bottom)</li> <li>BLK Black (Select Metal Finishes Option)</li> <li>No Upgrade (Select Upgrade Core)</li> <li>GRY Gray (Select Upgrade Wheel Colors)</li> </ul>		



# **QUOTATION**

# 3723-29444

VALID UNTIL 9/10/2025

### **Progress Park**

Progre	ess Pa	ark			
Cafeter	ia/Lo	unge			
LINE #	QTY	UNIT	PART # / DESCRIPTION	PRICE EA	EXT PRICE
10 2.00 EA		EA	MSBR6042 / Mobile Stool and Bench Table - Round - 60"Round Diameter - 4 Stools and 2 Benches Top- Formica Fog Stools - Light Green & Navy Blue Benches - Formica Navy Blue OPTIONS	\$2,601.72	\$5,203.45
			No Upgrade (Select ADA Option)  RO Round (Select Stool Shape)  HT1 25"H (Select Table Height)  HT1 13"H (Select Stool Height)  ST Standard Laminates (Select Top Laminate Option)  WST Wilsonart Standard Laminates (Select Standard Laminates)  Y0676 Wilsonart Snow Geo (Select Wilsonart Standard Laminates)  ST Standard Laminates (Select a Bench Laminates)  WST Wilsonart Standard Laminates (Select Standard Laminates)  WST Wilsonart Standard Laminates (Select Standard Laminates)  TM Standard Table Top Edges (Select a Table Top Edges)  GRY T-Molding Gray (Select Standard T-Molding Edges)  TM Standard Bench Edges (Select Bench Edges)  BLK T-Molding Black (Select Standard T-Molding Table Bench Edges)  LG Light Green (Select Stool Color Top)  BR Brown (Selec Stool Color Bottom)  BLK Black (Select Metal Finishes Option)		
11	1.00	EA	NOOKHUDDLE-30DP-PH / Nook Huddle Pod unit with full laminate back panel with power Power Outlet: Black FABRIC: Grade 3 (GR3) MarkerboardBack: No SHELL & Description of the state of the st	\$7,633.75	\$7,633.75



**Graded Laminate** Grade 3 - HPL Solids Formica Graphite

**UPPER PANEL** No Panel LOWER PANEL Laminate **Graded Laminate** 

Formica

Grade 3 - HPL Woodgrains

Natural Ash **TABLE TOP** Standard Laminate **Designer White** LEG

Black UPHOLSTERY **Burch Fabrics** Metric Metric Leaf WALL CUSHION With Wall Cushion **Burch Fabrics** Metric Metric Aegean



# **QUOTATION**

# 3723-29444

VALID UNTIL 9/10/2025

### **Progress Park**

Freight						
LINE#	QTY	UNIT	PART # / DESCRIPTION		PRICE EA	EXT PRICE
12	1.00	EA	Freight / Freight / Shipping / Packa	aging	\$1,900.00	\$1,900.00
Install						
LINE#	QTY	UNIT	PART # / DESCRIPTION		PRICE EA	EXT PRICE
13	1.00	EA	INSTALL / Labor to Receive, Delive	r, Install, and remove debris	\$3,750.00	\$3,750.00
CUSTOME	R SIGN (	OFF				
					subtotal	\$30,620.80
					sales tax	\$0.00
					total	\$30,620.80
Authorized	d Signatu	re		Accepted Date		
Print Name	e					

Dew-El Corporation 10841 Paw Paw Drive Holland, MI 49424 Phone: (616) 396-6554 Fax: (616) 396-6669 http://www.Dew-El.com



## **QUOTATION**

# 3723-29444

VALID UNTIL 9/10/2025

Dew-El Corporation would like to thank you for the opportunity to quote your furniture needs. The attached proposal outlines the specifications and pricing based on the information provided. By signing and returning this quote, you agree to be bound by the terms and conditions contained herein which shall become the fully integrated agreement between you, the Client, and Dew-El Corporation.

#### **DELIVERY AND INSTALLATION**

- 1. Delivery/installation services are performed during normal business hours Monday through Friday 8:00am to 5:00pm unless otherwise specified; Client may incur additional charges for services performed after hours and/or weekends. All labor is quoted as a single-phase installation unless noted otherwise. If additional trips or phases are required due to the Client not being prepared for delivery or the site not being ready, it may result in added cost to the labor quote. Product will be delivered and installed on a mutually agreed upon date. All available spaces must be ready for furniture; installation of all carpet, painting, lighting, and ceiling tiles must be completed. If delivery and/or installation are requested by the Client to an uncompleted space, Client accepts responsibility for any damage to or theft of the product. The Client may request partial delivery and/or installation when placing the order. If so, the Client agrees to both take delivery and pay for all delivered items on a partial basis.
- 2. Prior to the installation, Dew-El Corporation is to be informed of the following guidelines or restrictions for proper access to the building: dock accessibility, sidewalks, parking lots, elevator access above the first floor, time restrictions, security checks or any safety requirements needed for access to your facility during the time of the installation. Any notification that delivery and/or installation cannot be accepted must be communicated to Dew-El Corporation no later than 12:00pm on the business day prior to the scheduled delivery and/or installation date. Dew-El Corporation requests product to be shipped by our manufacturers according to customer needs. If a Client has requested product to be installed by a specific date, Dew-El Corporation will work with the manufacturer to have all product received in time for the installation date requested by the customer. Dew-El Corporation shall not be held liable for manufacturing/delivery delays outside of Dew-El Corporation's control. If for any reason the customer delays the original installation date, Dew-El Corporation reserves the right to invoice for all product shipped according to the customer requested delivery date.

#### **SALES TAX**

Prices quoted include sales tax, and taxes will be included upon invoicing, unless an exemption certificate is furnished by the Client. If tax-exempt, please send a copy of your exemption certificate along with your signed quote.

#### **PAYMENT TERMS**

- 1. The following estimate is valid for 30 days. Payment terms are net due 30 days from invoice date, which is initiated upon shipment and/or fulfillment of service.
- 2. In the event of project delays due to construction, trades or equipment, the Client is expected to bring payments to a net retainage of 90% of the estimate. The Client is permitted to hold as retainage an amount equal to the value of uncompleted work, damaged or incorrect items.
- 3. Should Client default in payment of this Contract, charges shall be added from the date of default at the rate of one and one half percent (1 1/2%) per month, (18% per annum).
- 4. Client agrees to pay a Transaction Surcharge of three point eight percent (3.8%) of the sell price shown on the proposal (including applicable sales tax) when the method of payment is in any form other than Dew-El Corporation's standard payment methods, which include cash, check, or ACH/direct deposit.

#### **ACCEPTANCE**

All sales are final; specified product is non-returnable and non-refundable. Claims for defects, errors or shortages must be made in writing within twenty business days after delivery. Failure to make a claim within such period shall constitute acceptance of the items.

#### **CANCELLATIONS AND CHANGES**

To accept the following estimate, drawings, specifications and delivery and installation conditions please sign both below and the last page of the estimate. If a purchase order is required for payment, that order number must be provided at the time of order placement. Any change(s) to an existing order may incur additional fees once the order has been placed. Such charges may include but not limited to; date moves, product changes/deletions, and "ship to" changes. Your signature approves Dew-El Corporation Terms and Conditions stated above.

Authorized Signature	Date
Fitle	PO No
Company	

Pricing is provided according to CoPro+ HV-425-0512024-A-DE







# FINISH BOOK FOR

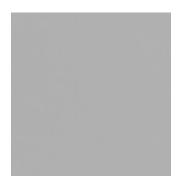
PROGRESS PARK – WASHTENAW ISD

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Top – Formica Fog



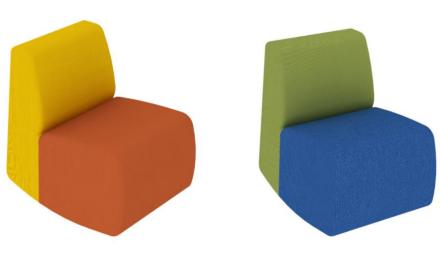
Stools - Light Green & Navy Blue



Benches - Formica Navy Blue











Spradling Silvertex Neo - Bazaar



Spradling Silvertex Neo - Limoncello



Spradling Silvertex Neo - Marine Blue



Spradling Silvertex Neo - Crème de Menthe













Spradling Silvertex Neo - Bazaar



Spradling Silvertex Neo - Limoncello



Spradling Silvertex Neo - Marine Blue



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SCHOLAR PIVOT FLOOR CUSHIONS







■ NOOK NOOK HUDDLE





#### **GENERAL NOTES**

- 1. Do not scale off plans. Call your Dew-El Learning Environment Specialist to verify any questionable dimensions.
- 2. Dimensions are for design intent only.
- 3. Colors/finishes in packet are representative only.
- 4. Dew-El Corporation has prepared these pages as accurately as possible with the information provided. The owner understands that adjustments to the final locations of equipment and/or furniture placement may be required at the owner's expense due to discrepancies based on actual job site dimensions and conditions.
- 5. These documents are the property of Dew-El Corporation
- 6. These documents may not be copied, reproduced, used, or implemented in any way, without the consent of Dew-El Corporation.
- 7. Dew- Corporation is not responsible for deviations, changes, additions, or deletions to drawings not reviewed and approved in advance by Dew-El Corporation.

#### **PROPRIETARY STATEMENT**

This design package contains proprietary information by Dew-El Corporation. Unauthorized use or reproduction is prohibited without the expressed written consent of Dew-El Corporation.



## **SUPPORT**







(616) 396-6554



# STEVE TIMMER

616-862-7131

ø stimmer@dew-el.com

Steve Timmer was raised by parents who were schoolteachers. He loves designing learning spaces for today's teachers, students, and discussing the projects with his retired parents. He enjoys anything outdoors, watching soccer games, and spending time with friends.

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## **SUPPORT**







(616) 396-6554



## **DANIELLE KROLL**

- **810-241-8671**
- dkroll@dew-el.com

Dani has been a commercial interior designer for 4 years. In this time, she has gained significant knowledge of furniture and manufacturers, utilizing mostly CET and AutoCAD for designs. She specializes in making creative and functional spaces for schools, offices, and more. In her free time, she likes seeing live music and having game nights with friends.

## Coversheet

## Superintendent's Recommendations

Section: VII. Consent Agenda

Item: I. Superintendent's Recommendations

Purpose:

Submitted by:

Related Material: Student Advocacy Center Contract Memo (2).pdf

Student Advocacy Center Amendment 2025-26.pdf

TO: WISD Board of Education

FROM: Naomi Norman, Superintendent

DATE: November 5, 2025

RE: Student Advocacy Center Contract Amendment

I am requesting that the board approve a contract amendment with the Student Advocacy Center to extend the date of services ending September 30, 2025 and extend them until September 30, 2026. I am also requesting increasing the compensation for the Student Advocacy Center by \$150,000.00, for a cost not to exceed \$250,000.00.

This helpline has been a staple in Washtenaw County for many years and this funding will support access to the helpline in other counties throughout Michigan.

The funding for this statewide helpline comes from the state's 2024-25 supplemental budget and was awarded to WISD for the purpose of the Student Advocacy Center helpline. The additional funding will support the statewide hotline for the 2025-26 school year.

I believe that the information that the Student Advocacy Center is providing through the helpline is very valuable to families. I'm happy to support the organization in this way.



# Washtenaw Intermediate School District Amendment to Contracted Services Agreement - Company

The contracted services agreement dated October 27, 2025 by and between Washtenaw Intermediate School District hereinafter referred to as WISD or District, and Student Advocacy Center hereinafter referred to as Contractor, is amended as follows:

It is the intention of the parties to amend the previous contracted services agreement covering the period of October 1, 2024 until September 30, 2025 in the following manner:

#### **SECTION I - SCOPE OF SERVICES**

In connection with the above, Student Advocacy Center will perform the following services:

1. Extend the date of services ending on 9/30/2025 until 9/30/2026.

#### SECTION II - COMPENSATION

1. Increase the compensation from \$100,000.00 to \$250,000.00.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Agreement or any earlier amendment, the terms of this amendment will prevail.

Γhe Amendment agreed to on	, 20	
	Date	
Independent Contractor		
	Date	
Department Head		
	Date	
Washtenaw Intermediate School District		

## Coversheet

### **Retainer Newsletter**

Section: XI. Administrative Reports Item: B. Retainer Newsletter

Purpose:

Submitted by:

Related Material: October\_2025\_School\_Law\_Notes.pdf



# SCHOOL LAW NOTES

#### OCTOBER 30, 2025

#### **State Aid**

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More Than an Absence?

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LISA L. SWEM (OF COUNSEL)
ROY H. HENLEY (OF COUNSEL)
BRADFORD W. SPRINGER (OF COUNSEL)

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#### **Section 31aa Funding**

State School Aid Act Section 31aa, MCL 388.1631aa, allocates \$321 million to support school safety and mental health initiatives. To receive these funds, schools must agree to be subject to a comprehensive investigation and waive certain privileges in the event of a "mass casualty event." The Michigan Department of Education has updated the opt-in deadline to Sunday, November 16, 2025, at 11:59 p.m. More information on Section 31aa funding can be found in our October 20, 2025 and October 27, 2025 E-Blasts. We encourage you to contact a Thrun attorney to weigh all options and determine the best approach for your school.

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#### November 1st Deadline for SSAA Section 6 State Aid Deduction Reversals

Public Act 15 of 2025 ("PA 15") amended State School Aid Act ("SSAA") Section 6(8) to postpone a grade range and subject area endorsement requirement for teaching certificates, substitute permits, authorizations, and approvals until the 2026-27 school year.

The Michigan Department of Education ("MDE") issued an October 24, 2025 <a href="memorandum">memorandum</a> about PA 15, stating that PA 15 applies both retroactively and prospectively. Meaning, a school that was subject to a state aid deduction under SSAA Section 6 for a teacher who did not possess a valid endorsement during either the 2024-25 or 2025-26 school year is eligible for a reversal of that deduction.

The MDE memo states that the ISD auditor, in coordination with the local school district, must reverse the state aid deduction by *November 1, 2025*. Note, however, that such a reversal may trigger a separate (and potentially larger) state aid deduction under SSAA Section 163.

A state aid deduction for a teacher's failure to maintain a required credential may be issued under either SSAA Section 6 (a deduction based on the number of pupils taught by the teacher on count day) or SSAA Section 163 (a deduction based on the salary paid to the teacher during the non-compliance period). The MDE memo warns that if a state aid deduction is reversed for purposes of SSAA Section 6, MDE may assess a state aid penalty under SSAA Section 163. Although PA 15 postponed the SSAA Section 6 endorsement requirement, it did not postpone the SSAA Section 163 endorsement requirement.

Finally, although the MDE memo suggests that MDE only issued SSAA Section 6 state aid deductions for grade level misplacements, schools should review previous state aid deductions for both grade

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#### SCHOOL LAW NOTES

level and subject area enforcement, as PA 15 suspends both the grade level and subject area requirements.

Please contact Kelly S. Bowman (kbowman@thrunlaw.com or 517-374-8831) or Piotr M. Matusiak (pmatusiak@thrunlaw.com or 517-374-8824) with any questions.

#### **New School Budget in the Books!**

On October 7, 2025, Governor Whitmer signed into law Public Act 15 (PA 15), amending the State School Aid Act (SSAA) and avoiding a state government shutdown.

PA 15 funding highlights include:

- Increased Per Pupil Funding The new budget reserves nearly \$21.3 billion for K-12 schools, an approximately \$600 million increase from last year. The foundation allowance rose to \$10,050 per pupil, an increase of 4.6% from fiscal year 2024-2025.
- Increased At-Risk Funding Section 31a contains a 25% increase for English language learners and at-risk students.
- Infrastructure Grants Section 12e allocates \$100 million in grant funds to school districts and ISDs for infrastructure improvements identified in the statewide school facilities study, giving priority to districts that have a high percentage of economically disadvantaged pupils, need HVAC system or roofing upgrades, have no ability to issue bonds for infrastructure upgrades, or fail to pass such a bond after a good faith effort to do so, as determined by MDE.
- Universal School Breakfast and Lunch Continues - Section 30d allocates funds for public schools to provide free school breakfast and lunch to public school and nonpublic school students in grades pre-K through 12. Among the requirements to receive Section 30d funding, public schools must participate in the National School Lunch Program and implement policies requiring parent/guardians to fill out family income information to determine eligibility for federal free or reduced cost meal rates reimbursement and Community Eligibility Provision determinations.
- MPSERS Cost Offset Removed PA 15 eliminated a \$100 million program that was used to offset amounts paid by school districts into the Michigan Public School Employees Retirement System.

- Increased Funding for Great Start Readiness Program – The new budget increases GSRP funding by \$28.5 million, resulting in a 4.6% allocation increase per child. The income cap for participation was also eliminated, making all 4-year-olds eligible for GSRP programming, although priority is still given to lower-income families.
- Virtual Learning Section 98 allocates \$9.8 million to Michigan Virtual University to support virtual learning initiatives in Michigan, \$1 million of which may be used to subsidize the cost paid by districts for virtual courses. Additionally, the SSAA previously stated that "a pupil must not be enrolled in a course that meets virtually for more than 15 days in a school year without the consent of the pupil's parent or legal guardian." PA 15 amends Section 21f to remove the 15-day rule. Now, schools must obtain parental consent before enrolling a student in a course that meets virtually at all (unless the student is over the age of 18 or an emancipated minor).
- Mental Health and School Safety As stated in the 31aa Funding article, state aid funds were allocated to school districts, ISDs, PSAs, and Michigan Schools for the Deaf and Blind that "opt in" for activities to improve student mental health and student safety. More information on Section 31aa funding, and the potential impacts of its conditions, can be found in our October 20, 2025 and October 27, 2025 E-Blasts.

If you have questions regarding these or any other SSAA provisions, please contact a Thrun attorney.

#### Deck the Halls Without a Lawsuit

Every year, school officials unwrap the dilemma of how schools can celebrate the winter holidays without landing on the constitutional naughty list. School celebrations occasionally involve religious content that implicates the First Amendment's Establishment Clause. Under the Establishment Clause, a school must maintain religious neutrality and therefore may not endorse or promote religion.

In 2022, the U.S. Supreme Court struck down the test that courts used for decades to analyze Establishment Clause cases, but the Court did not establish a new test in its place, instructing that the Establishment Clause must be interpreted by "reference to historical practices and understandings." Given the lack of clear guidance, school officials should proceed with caution during the holiday season.

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#### Diversify Content

Whether a school display, lesson, or performance violates the Establishment Clause depends on the full context of the material. When secular holiday symbols (like Santas and reindeer) are combined with religious symbols from different faiths (such as a cross, creche, or menorah), a court is less likely to find an Establishment Clause violation. Similarly, a display or performance that includes religious content should represent multiple religions, as diverse content can illustrate the overall culture of the season rather than a school's endorsement of a particular religion.

In recognition of religious music's artistic merit, courts have consistently rejected banning all religious music from school performances. In contrast, a performance of only devotional Christmas music without secular songs or music from other religions may be construed as an endorsement of religion violating the Establishment Clause.

#### Teach - Don't Ritualize

Courts have long acknowledged the educational benefits of teaching about different religions and their holidays and symbols. Teachers may provide instruction about religious holidays, but they must ensure that no lesson or content endorses or promotes religion. The focus should instead be on the origin, history, and the generally accepted meaning of the religious holiday.

#### Accommodate Opt-Out Requests

Some parents and students may object to school-sponsored holiday activities. School officials should honor parental requests to excuse a student from those activities. Students who opt out must not be ostracized or penalized. For example, if a school choir intends to perform holiday songs at a church, students should be permitted to opt out of the performance without affecting their grades or placement in the choir. School officials should be mindful that the absence of objecting students is not an opportunity to convert an otherwise educational activity into a religious celebration.

#### Don't Discriminate

"Tis the season for ugly holiday sweater contests and other festive events. During this time, school officials must remember to remain neutral about religious displays of personal faith. If a school permits secular holiday attire and decorations, religious attire and decorations must be permitted on equal terms. For example, a student cannot be excluded from their class's holiday sweater party for wearing a sweater that says, "Jesus is the reason for the season."

We encourage school officials to proceed cautiously as they navigate this holiday season and to follow these tips to help avoid a fa-la-la-lawsuit.

#### Sixth Circuit Affirms "Let's Go Brandon" Decision

On October 14, 2025, the Sixth Circuit Court of Appeals, whose decisions are binding in Michigan, upheld a ruling allowing public schools to censor student speech reasonably determined to be vulgar. *B.A. v Tri Co Area Schs*, No. 24-1769 (CA 6, 2025). As reported in our September 26, 2024 edition of School Law Notes, this case concerned two students who, on different occasions, were directed by school officials to remove sweatshirts bearing the slogan "Let's Go Brandon." Critics of President Biden used the slogan to express the message "F\*\*\* Joe Biden." Both students complied with the school officials' directives, and neither was disciplined for wearing the sweatshirt.

The two students later sued the school and school officials, alleging they were deprived of their First Amendment free speech rights. The trial court sided with the school district and found that school officials reasonably interpreted the "Let's Go Brandon" slogan as profane and a violation of the school's dress code, even though the slogan did not literally include profanity. School officials therefore acted reasonably to require the students to remove the apparel.

On appeal, the Sixth Circuit considered two key issues: (1) whether a phrase that lacks explicit profanity can still be treated as vulgar, and (2) whether school officials may restrict student political speech that carries a vulgar message. In affirming the trial court's ruling, the Sixth Circuit held that while students retain free speech rights at school, those rights are not absolute. Schools may prohibit speech that is lewd, vulgar, or offensive – even if it expresses a political viewpoint.

The court emphasized that the phrase "Let's Go Brandon" is widely understood to mean "F\*\*\* Joe Biden," and that it was reasonable for school officials to interpret it as vulgar, despite the absence of explicit profanity. The decision relied on longstanding precedent, particularly *Bethel Sch Dist v Fraser*, which allows schools to regulate student speech that is plainly offensive or inappropriate for the educational environment.

The Sixth Circuit's ruling highlights the sometimes delicate balance school officials must strike between student expression and school authority. While the First Amendment robustly protects political speech, this case affirms that school officials may draw the line when such speech is reasonably perceived to be vulgar, even if it is cloaked in coded or euphemistic language.

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#### From Chaos to Calm: Mastering Safe and Effective Field Trips

Field trips are a valuable extension of classroom learning, offering students opportunities to engage and apply lessons learned beyond the classroom. At the same time, bringing together large groups of students, staff, and volunteers in an off-campus setting can present unique challenges.

Most issues can be addressed by following board policy and clearly communicating field trip expectations, logistics, and rules. For Thrun Policy Service subscribers, field trips are addressed in Policy 5506 (Field Trips), which provides general guidance for common field trip issues.

#### Managing Liability

In Michigan, liability waivers signed by a parent on behalf of a minor student are not legally enforceable. Even so, obtaining signed permission slips remains a best practice, as they document parental acknowledgment of key details, including the nature of the trip and any inherent risks. Permission slips, while not a legal shield, can provide transparency and deter lawsuits arising from field trip activities.

Schools should be vigilant to preserve statutory governmental immunity. A school and its officers generally enjoy immunity from tort liability (e.g., injury) for ordinary negligence claims if the activity resulting in the injury constitutes a governmental function. Board authorization of a field trip (or delegation of that authorization to administration through board policy) that furthers the school's curriculum supports a finding that the field trip serves an educational purpose and is therefore a governmental function. Governmental immunity, however, has exceptions. For example, it does not protect a school from liability for bodily injury or property damage resulting from the negligent operation of a school-owned motor vehicle.

Governmental immunity will also protect individual board members and the superintendent when they act within the scope of their authority. Volunteers and employees other than the superintendent are generally immune from liability if: (1) the school is engaged in a governmental function; (2) the volunteer or employee was acting or reasonably believed he or she was acting within the scope of his or her authority; and (3) the volunteer's or employee's conduct did not amount to gross negligence.

We also recommend that school officials confirm with the school's insurance provider that coverage exists for planned field trip activities, including travel.

#### **Volunteers**

Parents and other family members frequently serve as volunteer chaperones on school field trips. While not mandated by Michigan law, it is a best practice (and sometimes required by board policy) to conduct a criminal background check or an ICHAT search on volunteers for student safety purposes.

#### Fees and Costs

If a field trip is a part of the district's curriculum, school officials must ensure that a student's financial circumstances do not limit participation. Conversely, if a field trip is purely recreational, schools may charge fees for participation. In all circumstances, any fees and other related costs should be clearly explained before the trip.

#### Student Searches and Property

Routine searches of students before boarding a vehicle can expose your school to liability. Students are protected from unreasonable searches under the Fourth Amendment. A better approach is to clearly communicate rules in advance, use visible reminders, and conduct specific, justified searches of individual students rather than blanket checks.

Before searching a student or their belongings, school officials must: (1) have reasonable suspicion that the student violated a rule or law, and (2) ensure that the scope of the search is justified under the circumstances. School officials who chaperone field trips, especially overnight field trips, should receive training on this topic. For Thrun Policy Service subscribers, student searches are addressed by Policy 5103 (Search and Seizure).

#### Student Conduct

Before any field trip, school officials should provide students and parents with written notice outlining expectations for student conduct and should also consider having students sign an acknowledgement of specific rules related to the trip.

Ultimately, field trips can be among the most memorable aspects of a student's educational journey. By consistently following board policy and applying practical planning measures, school officials can both enhance a student's opportunity for growth and safeguard the school from potential legal risks associated with off-campus activities.

# The Haunting Effects of Failing to File Your Qualifying Statement

To issue most types of debt, a school must obtain from the Michigan Department of Treasury either of the following: (1) qualified status, or (2) prior approval.

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The former requires advance planning but ultimately saves schools both time and money.

**Qualified Status** 

To obtain qualified status, school officials must complete and electronically file a Municipal Finance Qualifying Statement with Treasury by December 31 each year. If filed later than that date, qualified status may still be obtained, but Treasury will charge a late fee.

Once a school has been granted qualified status, it can generally borrow during the following year without any further approval from Treasury.

Before filing the Qualifying Statement, school officials must have already filed their school's annual audit. Schools may satisfy their audit filing obligation with both Treasury and MDE through a single electronic filing with MDE. A school's June 30, 2025 audit must be filed with MDE by November 1, 2025. Specific instructions for audit submissions can be found on MDE's website.

To file the Qualifying Statement online, new users must request a username and password from Treasury. Further instructions for filing a Qualifying Statement can be found on <u>Treasury's website</u>. Some questions on the Qualifying Statement form (such as those related to taxes levied and delinquent taxes) may be confusing. Please read and complete the form carefully.

Upon request and free of charge, Thrun finance attorneys will review a retainer client's Qualifying Statement before it is filed. Due to the limitations of Treasury's online filing interface, to receive a Thrun review, you must send a screenshot of the completed form to your finance attorney. Please provide the screenshot by early December to allow adequate time for review before the December 31 Qualifying Statement filing deadline.

#### Prior Approval

Obtaining Treasury's prior approval is the more costly and time-consuming approach. If a school has not obtained qualified status for a given year, then school officials must submit a prior approval application to Treasury *each* time the school wants to borrow. Once Treasury deems the application "received," it has up to 30 business days (i.e., six calendar weeks) to evaluate it

While Treasury may process applications more quickly than 30 business days, the prior approval process can still cause significant delays, leading to additional stress for unexpected or urgent borrowings. If your school has been denied qualified status and must submit a prior approval application, you should plan ahead and allow sufficient time to accommodate this potentially lengthy process.

Don't get spooked by these requirements! Failing to file your Qualifying Statement will most certainly come back to haunt you.

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#### **Special Education Transportation Update**

In September 2025, MDE released a new guidance document, <u>Determining the Need for Specialized Transportation</u>, which prompted this update to our <u>April 24, 2025 School Law Notes</u> article titled "Special Education Transportation: Staying on the Right Side of the Road." The 2025 MDE guidance document is substantively similar to MDE's 2023 guidance document on this topic. However, the new guidance places greater emphasis on ensuring that students with IEPs are transported with general education students as often as possible.

The recent MDE guidance reminds IEP teams that "although specialized transportation must be considered for each student with an IEP, it is not an automatic entitlement for all students receiving special education programs and services." MDE sets out a series of questions for IEP teams to consider when determining the need for specialized transportation as a component of a free appropriate public education:

- Can the student walk or use general education transportation to get to and from school?
  - o If yes, the student does not need specialized transportation.
  - If no, the IEP team must consider two additional questions to determine need, and if the answer is yes to either question, the student requires specialized transportation for FAPE:
    - Is the student's special education program placement located outside the student's regular attendance area?
    - Does the student have medical, health, developmental, or behavioral needs that require the use of specialized transportation?

Thus, if a student's IEP placement is in a program housed at the ISD, at another local school district, or at a school campus other than the one the student would typically attend, specialized transportation is necessary for FAPE.

If the IEP team determines that specialized transportation is necessary, the team must then apply the least restrictive environment (LRE) analysis when considering the range of transportation options. The LRE transportation continuum is as follows:

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- General education vehicle with supplementary aids and services, including specialized equipment;
- Specialized transportation vehicle with general education students or students without specialized transportation written into their IEPs;
- Specialized transportation vehicle only with other students with IEPs that require specialized transportation; and
- Specialized transportation vehicle without other students.

IEP teams then consider whether a student may utilize the regular bus stop with non-disabled peers or requires a more restrictive transportation route. More restrictive routes are determined based on a student's individual needs and may include:

- Corner to corner, which allows a student to independently travel from a designated dropoff and pick-up location at a corner near the student's home;
- Curb to curb, which involves drop-off and pickup at the student's driveway and generally requires that an adult be at the end of the driveway to receive the student; or
- Door to door, which is necessary for the most impacted students and involves drop-off and pick-up at the closest location possible to the student's door. Door to door transportation requires the presence of a designated adult at the door to assist the student to safely transition into the home environment.

The IEP and prior written notice should clearly document the IEP team's transportation discussion, whether specialized transportation is required, and if so, what supports and services, including types of vehicle and staff support, will be necessary.

MDE's most recent guidance also provides a link to information and forms about transportation reimbursement. If the LRE for a student with an IEP is a general education vehicle with supplementary aids and services, only the excess costs related to the supplementary aids and services are eligible for specialized transportation reimbursement.

Considering specialized transportation is a necessary component of a district's FAPE offer. The IEP and notice should memorialize the team's discussion and decision.

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## Attendance and Students with Disabilities: More Than an Absence?

Excessive student absences may implicate the provision of a free appropriate public education for a student with a disability and should be addressed by the student's IEP team. In August 2025, the Michigan Department of Education issued guidance for schools entitled Supporting Attendance for Students with Disabilities (Guidance).

The Revised School Code requires students between the ages of 6 and 18 to attend school regularly. When a student's disability impacts their ability to attend school, the student may not make appropriate progress toward their IEP goals or in the general education curriculum. For these students, chronic absenteeism should be addressed by their IEP team to determine if the absences are linked to their disability and if the student requires additional supports.

#### IEP Team Considerations

A student's IEP team should consider whether a student's chronic absences are disability related. Such absences may be the result of anxiety, medication side effects, or a variety of other factors. If an IEP team suspects that student behavior may be contributing to chronic absenteeism, IEP teams should consider a functional behavioral assessment to gather additional information before addressing absences.

If the IEP team determines the absences are disability related, that conclusion should be detailed in the Present Level of Academic Achievement and Functional Performance section in the IEP. The student's IEP team should then consider whether positive behavior interventions, modified assignments, a family/school communication plan, or other supports can address student attendance. Further, social work services or transportation may be added if warranted.

#### Other Circumstances Impacting Student Attendance

If the IEP team determines that external factors, such as housing, clothing, or transportation are impacting the student's attendance, the IEP team may refer the student and their family to a school liaison who can connect them with a broader community network for support. The team may also refer the student and their family to their school's McKinney-Vento liaison, who can assess whether the student's attendance is linked to housing insecurity.

If a student is not able to attend school for medical reasons related to their disability, schools must follow Michigan's homebound and hospitalized requirements, as addressed in MDE's <u>Homebound and Hospitalized</u> Education Services Guidance.

Child Find

School officials must be mindful that chronic absenteeism may initiate the school's child find obligation when there is reason to suspect a general education student may have a disability. School officials should communicate with a student's parents and teachers to determine if there are other indicators of a disability, such as behavioral issues, disciplinary referrals, or academic struggles. A combination of absences with one or more other factors may warrant a referral for special education consideration.

Chronic absenteeism for a student with a disability requires more than enforcement of school attendance laws and policies. If an IEP team is struggling to determine how to support a student in this situation, the Guidance is a resource to facilitate the team's discussion.

#### Back to Basics: Navigating FOIA/PERA Requests

Unions sometimes submit document requests under both the Public Employment Relations Act (PERA) and the Freedom of Information Act (FOIA). Requests under PERA and FOIA trigger different requirements.

Because the statutes are incongruous, school officials who receive these hybrid requests should ask the union representative submitting the request to clarify whether it is made under PERA or FOIA. If the union fails to clarify, school officials should process requests related to negotiations and bargaining unit employee wages, hours, or other working conditions under PERA and process requests for public records under FOIA.

#### **Collective Bargaining Agreement**

Before processing a union's document request, school officials should check whether the applicable collective bargaining agreement (CBA) addresses requests for information. If a CBA covers requests for information, school officials should follow the procedures outlined in the CBA.

#### **PERA Requests**

Reviewing Requests

A school's duty under PERA Section 15 to bargain in good faith includes the duty to produce relevant information requested by a union *if there is a reasonable probability that the information will assist the union with collective bargaining or with enforcing its CBA*. This standard is presumably satisfied if the requested information relates to bargaining unit member wages, hours, or other working conditions.

If the requested information relates to other matters, such as working conditions for employees outside of the bargaining unit, the union must affirmatively show that the information will assist the union with collective bargaining or with enforcing its CBA. School officials may deny a PERA request for information that involves a prohibited bargaining subject, as such information cannot be used for collective bargaining or enforcing a CBA.

#### Responding to Requests

An employer must respond to a PERA request within a "reasonable" time. The Michigan Employment Relations Commission has not precisely defined "reasonable," stating that the determination is made on a case-by-case basis. Consequently, schools should respond promptly to PERA requests, especially when the information is readily available.

A school may either compile and disclose the requested information or grant the union necessary access to its records. A school has no duty to provide information that is readily available to the union from other sources.

The school may charge the union a reasonable fee for compiling the information. Unless already in the CBA, the fee is subject to bargaining between the school and the union.

#### **FOIA Requests**

Response Timeline

A public school must respond to a FOIA request within five business days after the request is "received" by doing one of the following:

- (1) granting the request;
- (2) issuing a written notice to the requester denying the request;
- (3) granting the request in part and issuing a written notice to the requester denying the request in part; or
- (4) issuing a notice extending for not more than 10 business days the period during which the school must respond to the request.

Schools do not need a requester's permission to exercise the 10-business day extension. The extension notice, however, must specify a reason for the extension and the date by which the response will be issued. A school cannot extend the response time more than once for each FOIA request.

Under FOIA, a "business day" is any day of the year, Monday through Friday, excluding only Saturdays, Sundays, and state holidays. In other words, any weekday, other than a state holiday, is a business day,

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PAGE 7 OF 10 OCTOBER 30, 2025 regardless of whether a school is open for business (e.g., vacations, snow days, or other school closures).

Failing to respond to a FOIA request within the required timeframe is considered a denial of the request. Consequently, school officials must ensure that someone diligently monitors incoming email, regular mail, and faxes during school vacations and closures so that FOIA requests are timely processed.

FOIA requests sent electronically are not considered "received" until the next business day. For example, if a requester sends a FOIA request via email on Thursday, October 20, the request would not be considered "received" by the school until the next business day, Friday, October 21. FOIA requests sent electronically that get sorted into a spam or junk email folder are not considered received until one day after the school becomes aware of the request. If an employee, other than the FOIA coordinator, receives a FOIA request, the employee must promptly forward the request to the FOIA coordinator.

#### Fees & Deposits

A school's response to a FOIA request may include an assessment of fees for responding and, if appropriate, a notice that the school requires a "good-faith deposit" from the requester before providing the records. A school may charge a fee *only if* its FOIA procedures and guidelines (including a fee itemization form) are posted on the school's website. A response indicating that a fee will be charged must be accompanied by the detailed fee itemization form, following the fee procedures in the school's FOIA procedures and guidelines.

If the total fee estimate (based on a "good-faith calculation" of the fee using the school's fee itemization form) exceeds \$50, a school may require a good-faith deposit of up to half of the total estimated fee before processing the request. A response requiring a deposit must provide a "best effort" (but nonbinding) estimate of the time it will take the school to produce the requested records.

Schools may impose a 48-day deadline to pay the deposit. The time period begins the day after the school provides written notice to the requester of the deposit requirement, amount, and deadline. Failure to appeal or pay the deposit by the deadline means the FOIA request is abandoned, and the school is not required to fulfill the request. The notice of deposit must include the date by which the deposit must be received.

#### Responsive Documents

It is important to remember that FOIA is a prodisclosure statute. By using FOIA, unions can access any disclosable public documents, including those that may not be available to them under PERA. Public access to records is construed broadly, while FOIA's exemptions are construed narrowly.

FOIA nevertheless allows, and sometimes requires, redaction or removal of certain information. FOIA Section 13 contains a full list of FOIA exemptions. If challenged, the school must prove the legal basis for the redaction or removal, which can be difficult due to FOIA's pro-disclosure presumption.

#### Conclusion

PERA and FOIA impose different requirements for providing information, and many requirements may not be reconcilable. For instance, under FOIA, schools may charge a deposit for a request, while under PERA, any fee for responding to a request must be bargained. Similarly, schools must respond to FOIA requests within strict timelines, whereas schools must respond to PERA requests within a "reasonable" time.

For these reasons, school officials should have the union clarify in writing under which statute the union submitted the request. If you have questions regarding how to comply with both PERA and FOIA in response to a document request, please contact a Thrun labor attorney.

# Don't Let Separation Agreements Trick You!

When an employment relationship ends, a separation agreement can be a useful tool to achieve a clean break. School officials should exercise caution to avoid contract language that may create legal risk. While many common clauses appear to offer protections, they may actually be unenforceable or legally problematic. In the spirit of Halloween, this article examines commonly used separation agreement terms to help school officials decipher which are problematic ("tricks") and which are beneficial ("treats").

Unprofessional Conduct Suppression: Trick or treat?

Trick! Public schools may not agree to suppress unprofessional conduct. The Revised School Code defines "unprofessional conduct" as "1 or more acts of misconduct; 1 or more acts of immorality, moral turpitude, or inappropriate behavior involving a minor; or commission of a crime involving a minor."

Revised School Code Section 1230b requires that schools run an unprofessional conduct check before hiring a new employee. A separation agreement that "has the effect of suppressing information about unprofessional conduct of an employee or former employee or of expunging information about that unprofessional conduct from personnel records . . . is void and unenforceable." Note, however, that Section

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PAGE 8 OF 10 OCTOBER 30, 2025 1230b does not prohibit expunging *alleged* unprofessional conduct from a personnel file if the allegations have not been substantiated.

Older Workers Benefit Protection Act Notice: Trick or treat?

Treat! The Older Workers Benefit Protection Act (OWBPA) is a federal law that protects "older employees" (aged 40 and older) from age-based discrimination in the workplace. The OWBPA seeks to ensure that older workers are not rushed into signing their rights away in a separation agreement.

The OWBPA requires separation agreements to be written in a manner that is clear and understandable. Older workers must be advised in writing to consult with an attorney before signing an agreement. Older workers must also be given at least 21 days to decide whether to sign a separation agreement, and they have 7 days after signing to revoke the agreement. Separation agreements should explicitly spell out these protections.

Confidentiality Provisions: Trick or treat?

Trick! Confidentiality provisions do not override Michigan's Freedom of Information Act (FOIA). FOIA requires public bodies to disclose public records unless an exemption applies. A public record is a writing prepared, owned, used, in the possession of, or retained by a public body in the performance of an official function. Separation agreements and personnel files are public records. Any provision in a separation agreement that promises absolute confidentiality is likely unenforceable, and the agreement remains disclosable in response to a FOIA request.

Tenure Notice: Trick or treat?

Treat! The Michigan Teachers' Tenure Act (Tenure Act) states that "[a] teacher who has achieved continuing tenure status may appeal to the Tenure Commission any decision of a controlling board under this Act, other than a decision governed by Article IV on discharge or demotion of a teacher on continuing tenure, within 20 days from the date of the decision." To reduce potential complaints about inadequate notice of rights, a teacher separation agreement should expressly state that the employee has received full and complete notice of the board's decision, and the employee should acknowledge notification of their rights.

Non-Disparagement Clause: Trick or treat?

*Trick!* While a non-disparagement clause may seem like an appealing solution to a difficult or messy employment ending, they are often fraught with ambiguity and can lead to costly and time-consuming legal disputes.

Non-disparagement clauses come in many shapes and sizes but generally prohibit either one or both parties from making disparaging remarks about the Unfortunately, "disparagement" consistently defined by courts. Some courts define disparagement as merely "speaking of another in a slighting or disrespectful way," while others define it as "a false statement causing harm to another's reputation." In other words, to prove a nondisparagement clause violation, the parties may first need to litigate the definition itself – a process that may be both unpredictable and expensive. Alternatively, after seeking legal advice, school officials may consider prohibiting libel, slander, or defamation to address reputational harm or negative public statements, all of have clearer legal definitions disparagement. Schools can further reduce legal risk by expressly limiting the application of these standards to official school statements.

Separation agreements can be a valuable tool for ending an employment relationship, but school officials should be careful to ensure appropriate contract language. Non-disparagement, confidentiality, and suppression of unprofessional conduct provisions are generally problematic and should be avoided. On the other hand, notification of employee rights under the OWBPA and Tenure Act is beneficial and should be included. Before entering into a separation agreement, school officials should contact a Thrun labor attorney for guidance.

#### **Competitive Bid Threshold Increased**

On October 2, 2025, MDE issued a memorandum announcing the new competitive bid threshold, which MDE adjusts annually to account for inflation based on the consumer price index.

School districts, ISDs, and public school academies must competitively bid the following if the cost will exceed the new bid threshold of \$31,321: (1) labor and materials for construction projects (RSC Section 1267); and (2) the purchase of supplies, materials, and equipment (RSC Sections 623a and 1274).

School officials must not disaggregate a project (which includes additions, repairs, or renovations) or the purchase of supplies, materials, and equipment into discrete components to circumvent competitive bidding requirements. Instead, school officials must calculate each procurement transaction as a whole.

If the applicable purchase or project falls below the bid threshold, competitive bidding is not legally required under state law. School officials should, however, review whether board policies require competitive bidding even when not mandated by state

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law. For Thrun Policy Service subscribers, our purchasing and construction policies (Policies 3301 and 3306) generally do not require competitive bidding for procurements below the state bid threshold, except when federal law mandates it for purchases or projects funded with federal dollars. Special provisions related to purchasing and procurement with federal funds are provided in Policy 3301A.

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# **Schedule of Upcoming Speaking Engagements**Thrun Law Firm attorneys are scheduled to speak on the legal topics listed below.

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<a href="https://www.thrunlaw.com/calendar/list">www.thrunlaw.com/calendar/list</a>

Date	Organization	Attorney(s)	Topic
November 4, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Special Education Law Boot Camp Webinar Series – LRE and Placement: Considering the Full Continuum
November 6, 2025	#Talking AAC 2025	Michele R. Eaddy	Legal Update
November 12, 2025	Thrun Law Firm, P.C.	Jennifer K. Starlin Philip G. Clark	Freedom of Information Act Webinar
November 18, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Special Education Law Boot Camp Webinar Series – The Devil's in the Docs and Data!
November 19, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	2020 Title IX Regulations Comprehensive Training Webinar
November 20, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – CBA Summary: Grievances & Collective Bargaining
November 20, 2025	Mecosta-Osceola ISD	Michele R. Eaddy	Special Education Legal Update
December 4, 2025	MASPA	Lisa L. Swem	Swem's Swan Song: Lessons Learned Over the Years
December 4, 2025	MASPA	Robert A. Dietzel	Legal Update
December 4 & 5, 2025	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Meetings
January 20, 2026	MASSP	Erin H. Walz Cathleen M. Dooley	Beyond the Red Flag: What to Do (and Not Do) When Threat Assessments Raise Concerns