



Regular Meeting

August 9, 2021

Electronic Packet

**LINCOLN CONSOLIDATED SCHOOLS
Ypsilanti, Michigan**

BOARD OF EDUCATION MEETING

**Monday, August 9, 2021
6:00 p.m.
Boardroom-Lincoln High School**

AGENDA

1.0 CALL TO ORDER

2.0 ROLL CALL

3.0 ESTABLISHMENT OF QUORUM

4.0 PLEDGE TO FLAG

5.0 ACCEPTANCE OF AGENDA

6.0 PRESENTATIONS

6.1 Health Department Updates

7.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE

7.1 Superintendent's Report

7.2 Human Resources Report

7.3 Student Services Report

8.0 BOARD REPORTS/CORRESPONDENCE

8.1 Board Executive Committee Report

8.2 Board Performance Committee Report

8.3 Board Planning Committee Report

8.4 Board Finance Committee Report

8.5 Reports and Correspondence

9.0 PUBLIC COMMENT

9.1 Response to Prior Public Comment

9.2 Public Comment

10.0 NEW BUSINESS

10.1 Juul Litigation Resolution

11.0 OLD BUSINESS

- 11.1 Minutes of Previous Meeting
 - 11.1.1 Regular Meeting July 26, 2021
 - 11.1.2 Closed Session July 26, 2021

- 11.2 Personnel Transactions

12.0 CLOSED SESSION

- 12.1 Superintendent Informal Evaluation

13.0 ADJOURNMENT

TO: Board of Education

FROM: Robert Jansen, Superintendent

DATE: August 9, 2021

**SUBJECT: Board of Education Meeting
August 9, 2021
6:00 p.m.**

AGENDA/EXPLANATORY NOTES

1.0 CALL TO ORDER

2.0 ROLL CALL

3.0 ESTABLISHMENT OF QUORUM

4.0 PLEDGE TO FLAG

5.0 ACCEPTANCE OF AGENDA

6.0 PRESENTATIONS

- 6.1 Health Department Updates
Presented by Adam Blaylock

7.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE

- 7.1 Superintendent's Report
- 7.2 Human Resources Report
- 7.3 Student Services Report

8.0 BOARD REPORTS/CORRESPONDENCE

- 8.1 Board Executive Committee Report
- 8.2 Board Performance Committee Report
- 8.3 Board Planning Committee Report
- 8.4 Board Finance Committee Report
- 8.5 Reports and Correspondence

9.0 PUBLIC COMMENT

- 9.1 Response to Prior Public Comment

No response to Public Comment from the July 26, 2021, meeting.

- 9.2 Public Comment

Board of Education Public Comment Statement:

This is the time set aside by the Board to hear from you, the members of our community. We invite you to address the Board with comments, questions or concerns regarding board actions, policies, or other issues not resolved through appropriate administrative channels. The Board may not immediately respond to concerns presented at this meeting; however, we will respond to inquiries on or before the next board meeting.

Please sign in completing your contact information. Limit individual comments to 5 minutes or less. Comments with respect to the performance of specific district employees are not appropriate during public comment.

Rules for Public Comment:

1. The Board of Education reserves the right to limit the total public comment to 30 minutes in any meeting
2. The Board of Education will limit each speaker to one opportunity to speak during any public comment period
3. The Board of Education President, or the President's delegee (such as the Superintendent or another District administrator) will respond to your comment
4. The Presiding officer may: A) prohibit public comments which are frivolous, repetitive, or harassing; B) interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant; C) request any individual to leave the meeting when that person behaves in a manner that is disruptive of the orderly conduct of the meeting; D) request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting, and; E) call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

10.0 NEW BUSINESS

- 10.1 Juul Litigation Resolution
Please read the attached documents from Thrun

RECOMMENDED MOTION: I move that we adopt the resolution and join the lawsuit on the terms specified in the Attorney Client Fee Contract as presented.

11.0 OLD BUSINESS

- 11.1 Minutes of Previous Meeting
 - 11.1.1 Regular Meeting July 26, 2021
 - 11.1.2 Closed Session July 26, 2021
Enclosed are the minutes of the July 26, 2021, Regular Meeting and Closed Session

RECOMMENDED MOTION: I move that we approve the minutes of the July 26, 2021, Regular Meeting and Closed Session as presented.

- 11.2 Personnel Transactions

ACTION ITEMS				
Name	Position/Building	Effective Date	Status	Major/Step
Audra Barrick	Music Teacher/ Elementary Schools	8/23/2021	New Hire	
Emily Sefcheck	Teacher/ChildsElementary	8/23/2021	New Hire	
Leslee Markose	Teacher/Bishop Elementary	8/1/2021	Resignation	
Joseph Bolton	Bus Driver/Transportation	8/4/21	New Hire	
Brian Sims	Bus Mechanic/Transportation	8/2/21	New Hire	

Nathan Vaughn	Bus Driver/Transportation	8/6/21	New Hire	
Eric Leckemby	Bus Driver/Transportation	8/9/21	New Hire	
Jordan Jackson	Receptionist/LAB	8/8/21	New Hire	
Michael Olivero	Receptionist/LAB	8/5/21	New Hire	

RECOMMENDED MOTION: I move that we approve the August 9, 2021, Personnel Transactions Summary as presented.

12.0 CLOSED SESSION

12.1 Superintendent Informal Evaluation

It will be necessary to enter closed session to discuss the Superintendent Informal Evaluation, not to return to open session.

A roll call vote will be necessary.

RECOMMENDED MOTION: Pursuant to Sections 8(a) of the Open Meetings Act, I move that we enter closed session to discuss the Superintendent Informal Evaluation, not to return to open session.

Mr. Rollins _____
Mrs. Sparks _____
Mr. Moore _____
Mrs. Williams _____
Mrs. Czachorski _____
Mrs. LaBombarbe _____
Mr. Bentley _____

13.0 ADJOURNMENT

Board Executive Committee Meeting Minutes

Monday, August 2, 2021

Pittman Room

5:30pm

Attendees: Yoline Williams, Jennifer Labombarbe, Jennifer Czachorski, Robert Jansen, Karensa Smith

- I. Call to order at 5:32pm
- II. Acceptance of Agenda – accepted with additions to OTHER
- III. Public Comment - none
- IV. Board of Education meeting agenda August 9, 2021 – reviewed DRAFT, updated after discussion and final agenda approved.
- V. Transportation Update –
 - A. New Mechanic hired
 - B. Two new bus drivers hired
 - C. Six drivers and four bus aides needed to have comfortable level of staffing. There are more applicants and interviews are ongoing.
 - D. There will be transportation updates regarding three tiered busing scheduled for regular Board of Education meeting presentations at end of September and December.
- VI. Education Plan Update –
 - A. Administrators, CDC, PDC have had updates on reminders for staff and students on google classroom usage so that all will remain competent. This may still be used intermittently for various purposes. The staff handbook will remain updated with online learning topics. All will need to remain competent in online learning / hybrid model in case of any unanticipated needs.
 - B. 8/25 and 8/26 – Professional Development for staff around topics staff survey revealed as priorities.

- C. Next week is last week of summer school.
Elementary had 8 weeks face to face summer school (last two were Spanish Immersion).
Secondary (middle school and high school) had 5 weeks of face to face with three weeks of virtual summer school.
Karensa Smith has been working with the leads at each level regarding outcomes and presentation to full board on summer school conclusion presentation. This will be an annual presentation moving forward.
 - D. Bookmobile started 8-2-21. Robocall was sent out to community and Facebook Live with bookmobile has been publicized and shared broadly.
- VII. Other –
- A. Potential for joining Class Action Lawsuit vs. Jule (vaping company). Information will be in the next Board of Education meeting packet / agenda for review and discussion. Action will be required at an upcoming meeting regarding whether or not LCS will join.
 - B. 8/11 and 8/12 – Administrator Retreat with Superintendent and Curriculum Director.
- VIII. Adjourned at 6:36pm

Next Meeting: Monday, August 16, 2021 in Pittman Room

August 8, 2021

U.S. MAIL ADDRESS

P.O. Box 2575, EAST LANSING, MI 48826-2575

PHONE: (517) 484-8000 FAX: (517) 484-0001



10

ALL OTHER SHIPPING
2900 WEST ROAD, SUITE 400
EAST LANSING, MI 48823-6386

GORDON W. VANWIENEN, JR.
MARTHA J. MARCERO
LISA L. SWEM
JEFFREY J. SOLES
ROY H. HENLEY
MICHAEL D. GRESENS

CHRISTOPHER J. IAMARINO
RAYMOND M. DAVIS
MICHELE R. EADDY
KIRK C. HERALD
MARGARET M. HACKETT
MATTHEW F. HISER

ROBERT A. DIETZEL
KATHERINE WOLF BROADDUS
DANIEL R. MARTIN
JENNIFER K. STARLIN
TIMOTHY T. GARDNER, JR.
IAN F. KOFFLER

FREDRIC G. HEIDEMANN
RYAN J. NICHOLSON
PHILIP G. CLARK
PIOTR M. MATUSIAK
CRISTINA T. PATZELT
JESSICA E. MCNAMARA

KATERINA M. VUJEA
BRENNAN M. ACKERMAN
RYAN J. MURRAY

August 9, 2021

Re: Juul Litigation

Dear Retainer Client:

In 2019, several California school districts sued Juul Labs, Inc., Altria, and other vaping manufacturers in a California federal court. The lawsuit alleges that the defendants fraudulently and intentionally marketed their products to children. Frantz Law Group (Frantz), a California law firm with a background in representing school districts, is representing school districts in that litigation. Frantz represents over 226 school districts in 23 states.

Frantz requested Thrun to gauge whether Michigan schools are interested in joining this lawsuit and, if so, to facilitate contact with Frantz. School districts, intermediate school districts, and public school academies are eligible to join the lawsuit.

The lawsuit seeks monetary compensation for damages incurred by schools related to the vaping epidemic created by the defendants. These damages are separated into past and future damages.

For past damages, schools in the litigation will be seeking reimbursement for costs associated with purchasing and installing vape detectors. In addition, they will be seeking any lost state aid associated with vaping suspensions and expulsions.

As to future damages, the focus will be on obtaining compensation for schools to appropriately handle the vaping epidemic going forward without having to take money out of their general fund. The focus will be on deterrence, support, and education. This will be done by seeking compensation for the cost to purchase and install vape detectors in all school bathrooms, staff to supervise students, counselors in middle schools and high schools to assist students with the social and emotional issues associated with nicotine addiction, and educational programs on the harms of vaping. The schools will also be seeking an order prohibiting the defendants from selling flavored products and from marketing their products to minors.

Schools that join the litigation will need to respond to a questionnaire and produce requested documents. Frantz estimates school staff involvement in the litigation will not exceed 3 hours throughout the entire litigation. There will be no obligation for any school Board members, administrators, or staff to be deposed.

Frantz is representing schools in the litigation on a contingent fee basis, meaning Frantz will not charge any fees or costs unless there is a financial recovery. Frantz will receive 25% of any recovery. Thrun will receive a portion of that 25%, specifically 25% for referring a client to Frantz or 35% for both referring a client to Frantz and assisting that client with the litigation questionnaire. Thrun's fees are derivative of fees received by Frantz, and Thrun will not bill clients



Juul Litigation
Page 2 of 2

at its hourly rates for work associated with the litigation. If there is a recovery, schools will reimburse Frantz for costs incurred by Frantz during the litigation, such as court filing costs. Fees and costs are described in more detail in the Attorney-Fee Client Contract, which is attached to the resolution enclosed with this letter. Because Thrun has a financial interest in this matter, you may wish to seek independent legal counsel.

A recovery in the litigation is not guaranteed. Thrun is not co-counsel in the litigation – our role is limited to referring clients to Frantz and assisting with the litigation questionnaire upon request.

Thrun can arrange for Frantz to make a free presentation to your Board about the litigation. To join the litigation, the next step is for your Board to approve the enclosed resolution and the contract attached to that resolution. Signed resolutions and contracts should be returned by August 31, 2021 to pmatusiak@thrunlaw.com. If your Board would like more information about the litigation or assistance with the litigation questionnaire, please contact Piotr Matusiak at pmatusiak@thrunlaw.com or call (517) 374-8824.

Thrun Law Firm, P.C.

**[SCHOOL DISTRICT, ISD, OR PSA NAME]
[BOARD OF EDUCATION OR BOARD OF DIRECTORS] RESOLUTION**

A [regular or special] meeting of the [School District, ISD, or PSA Name] (“School”) [Board of Education or Board of Directors] (the “Board”) was held on the [] day of [], 202[] at the following time: [].

The meeting was called to order by _____, President

Present:

Absent:

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

WHEREAS:

1. In 2019, several California public schools sued Juul Labs, Inc. and other producers of vaping products in a California federal court, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Lawsuit”).

2. The Lawsuit seeks monetary damages and injunctive relief associated with defendants marketing vaping products to students.

3. Schools in the Lawsuit are being represented by Frantz Law Group, APLC, a California professional law corporation (“Frantz”).

4. Thrun Law Firm, P.C. referred the School to Frantz for the Lawsuit.

5. The Board believes it is in the School’s best interests to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

6. The Board believes it is in the School’s best interests to authorize and direct [Insert Position, such as Superintendent] to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Board decides to join the Lawsuit on the terms specified in the attached Attorney-Client Fee Contract.

2. The Board authorizes and directs [Insert Position, such as Superintendent] to sign the attached Attorney-Client Fee Contract on behalf of the School and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the Lawsuit, subject to review by the School’s legal counsel.

3. All resolutions and parts of resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Absent:

Motion Passed:

Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a [regular or special] meeting held on [REDACTED], the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

Board Secretary

Date: _____, 202__

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between [School District, ISD, or PSA Name], whose address is [redacted] (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
 - A. **CLIENT REPRESENTATIVES.** Client designates [Insert Position Identified in Resolution], or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
 - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims in the JUUL® and Electronic Cigarette (e-cigarette) litigation, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California (“Action”). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.
4. **LEGAL SERVICES SPECIFICALLY EXCLUDED.** Unless otherwise agreed in writing by Client and Attorneys, Attorneys will not provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client’s permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client’s rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

5. FEES. Client will pay attorneys' fees to Attorneys of twenty five percent (25%) of any monetary settlement or recovery that Attorneys obtain for Client and, twenty five percent (25%) of the value of any non-monetary settlement or recovery, provided that such fee will be paid only by money recovered from defendants in the Action (collectively, the "Total Fee"). Thrun, Maatsch and Nordberg, P.C., a Michigan professional corporation d/b/a Thrun Law Firm, P.C. (Thrun) will receive either twenty five percent (25%) or thirty five percent (35%) of the Total Fee, as discussed in more detail in Paragraph 6, below. The Action does not involve a claim or action for personal injury or wrongful death (see MCR 8.121(A)).

If money recovered from defendants in the Action ("Defendants") is less than twenty five percent (25%) of the value of any non-monetary settlement or recovery, Client is not responsible for paying Attorneys any money other than what has been recovered from Defendants.

Fees shall be calculated on the basis of any settlement or recovery prior to the deduction of any expense or cost, the "Gross Recovery." Contingency fee rates are not set by law, but have been negotiated. If no recovery is made, no fees will be charged.

The term "Gross Recovery" shall include, without limitation, the then present value of any monetary payments agreed or ordered to be made by the adverse parties or their insurance carriers as a result of the Services, whether by settlement, arbitration award, court judgment (after all appeals exhausted), or otherwise. Any statutory Attorneys' fee paid by Defendants shall be included in calculating the Gross Recovery.

- (1) "Gross Recovery," if by settlement, also includes (1) the then-present value of any monetary payments to be made to the Client; and (2) the fair market value of any non-monetary property and/or services to be transferred and/or rendered for the benefit of the Client; and (3) any Attorneys' fees and costs recovered by the Client as part of any cause of action that provides a basis for such an award. "Recovery" may come from any source, including, but not limited to, the adverse parties to the Client and/or their insurance carriers and/or any third party, whether or not a party to formal litigation. The contingent fee is calculated by multiplying the recovery by the fee percentage. This calculation is performed on the gross recovery amount before the deduction of expenses as discussed above.

Gross Recovery, except in the case of a settlement, does not contemplate nor include any amount or value for injunctive relief or for the value of an abatement remedy which may be obtained in a final arbitration award or court judgment.

- (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.
- (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

- (4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.
- (5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

If Client and Attorney disagree as to the fair market value of any non-monetary property or services as described above, Attorney and Client agree that a binding appraisal will be conducted to determine this value, using a firm mutually selected by Attorney and Client.

It is possible that payment to the Client by the adverse parties to the Action or their insurance carrier(s) or any third-party may be deferred, as in the case of an annuity, a structured settlement, or periodic payments. In such event, gross recovery will consist of the initial lump sum payment plus the present value (as of the time of the settlement) of the total of all payments to be received thereafter. The contingent fee is calculated, as described above, by multiplying the gross recovery by the fee percentage. The Attorney's fees will be paid out of the initial lump-sum payment if there are sufficient funds to satisfy the Attorney's fee. If there are insufficient funds to pay the Attorney's fees in full from the initial lump sum payment, the balance owed to Attorney will be paid from subsequent payments to Client before there is any distribution to Client.

- A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.
 - B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.
6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:
 - A. Is a Thrun retainer client.

- B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.
- C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

Notwithstanding the preceding sentence, Thrun will receive thirty-five percent (35%) of the Total Fee if the Client is described in A-C above and obtains Thrun's assistance with completing a questionnaire about the Action. Thrun will not bill Clients at Thrun's hourly rates for work associated with the Action.

- 7. **COSTS AND EXPENSES.** In addition to paying legal fees, Client shall reimburse Attorneys for all "costs/expenses," which includes but is not limited to the following: process servers' fees, fees fixed by law or assessed by courts or other agencies, court reporters' fees, long distance telephone calls, messenger and other delivery fees, parking, investigation expenses, consultants' fees, expert witness fees, and other similar items, incurred by Attorneys. The costs/expenses incurred that Attorneys advance will be owed in addition to attorneys' fees and Client will reimburse those costs/expenses after Attorneys' fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs/expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

SHARED EXPENSES: Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys shall divide such expenses equally, or pro rata, among such clients, and deduct Client's portion of those expenses from Client's share of any recovery.

FEDERAL MDL AND STATE COORDINATION COMMON BENEFIT FEES: Members of Attorneys frequently serve on plaintiffs' management or executive committees in MDL and/or the California state court coordinated proceedings and perform work which benefits Attorneys' clients as well as clients of other attorneys involved in similar litigation. As a result, the court or courts where the cases are pending may order that Attorneys are to receive additional compensation for Attorneys time and effort which has benefitted all claimants. Compensation for this work and effort, which is known as "common benefit," may be awarded to Attorneys by a court or courts directly from the assessments paid by The Client and others who have filed claims in this litigation, and will not in any way reduce the amount of fees owed under this Agreement.

- 8. **LIEN.** In the event any third party attempts to lien any proceeds recovered from a recovery in this matter, Client hereby grants, and agrees, **TO THE EXTENT PERMITTED BY APPLICABLE LAW**, that Attorneys hold, a first priority and superior lien on any and all proceeds recovered from Defendants in this litigation in the amount of the Attorneys' fees and costs that the Attorneys are entitled to under this

Agreement. This lien right is limited to only those monies recovered from Defendants and in no way affects any other rights of the Client in any way whatsoever.

9. DISCHARGE AND WITHDRAWAL.

- A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.
- B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

10. DISPUTE RESOLUTION: ATTORNEY and CLIENT agree that should any dispute arise between them, they must be mediated first, before any litigation is filed. Specifically any and all disputes, controversies or claims arising out of, or related to this Agreement and/or ATTORNEY'S representation of CLIENT, including claims of malpractice (collectively referred to herein as "Dispute" or "Disputes"), shall be submitted to mediation with the American Arbitration Association (AAA), which mediation shall occur at the Client's central office or another location mutually agreed to by Client and Attorney. No litigation can be filed until after this agreed-upon mediation has occurred, and any litigation filed prior to conclusion of this mediation shall be subject to dismissal, pursuant to this Agreement. Client will pay one-half of the actual cost of the mediation, but each party will be responsible for his or her own attorneys' fees and preparation costs. Any litigation relating to any Dispute shall be filed in a Michigan court with jurisdiction over the Client; any litigation filed in any other court shall be dismissed, and the party initiating such litigation shall promptly pay any attorney fees and costs incurred by the other party in defending against that litigation.

11. AUTHORITY OF ATTORNEY. Attorneys may, with prior Client approval, associate co-counsel if the Attorneys believe it advisable or necessary for the proper handling of Client's claim, and expressly authorize the Attorneys to divide any Attorneys' fees that may eventually be earned with co-counsel so associated for the handling of Client's claim. Attorneys understand that the amount of Attorneys' fees which Client pays will not be increased by the work of co-counsel associated to assist with the handling of Client's claim, and that such associated co-counsel will be paid by the Attorneys out of the Attorneys' fees Client pays to the Attorneys.

12. DISCLAIMER OF GUARANTEE. Nothing in this Contract and nothing in Attorneys' statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorneys make no such promises or guarantees. Attorneys' comments

about the outcome of Client's matter are expressions of opinion only.

13. **MULTIPLE REPRESENTATIONS:** The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.
14. **AGGREGATE SETTLEMENTS:** Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.
15. **EFFECTIVE DATE AND TERM.** This Agreement will take effect upon execution by Client and Attorneys.
16. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute

one and the same instrument. Facsimile or pdf versions of this Agreement shall have the same force and effect as signature of the original.

- 17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.
- 19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.
- 20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.
- 21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Dated: _____

Frantz Law Group, APLC

Print Name: _____

Dated: _____, 202__ Signature: _____

Print Name: _____

Client: _____

Its: _____

LINCOLN CONSOLIDATED SCHOOLS
Ypsilanti, Michigan
BOARD OF EDUCATION / REGULAR MEETING
July 26, 2021
6:00 p.m.
In Person-District Boardroom-Lincoln High School

OFFICIAL MINUTES

BOARD MEMBERS PRESENT

Yoline Williams, President
Jennifer LaBombarbe, Secretary
Matthew Bentley, Trustee
Allie Sparks, Trustee
Jason Moore, Trustee

ADMINISTRATORS PRESENT

Robert Jansen, Superintendent
Adam Blaylock, Human Resources Director
Adam Snapp, Finance Director
Karensa Smith, Curriculum & Instruction Director

OTHERS PRESENT

Edgar Brown, Jim Harless, Robert Merritt and Laurie Price

1.0 CALL TO ORDER

President Williams called the meeting to order at 6:03 pm.

2.0 ROLL CALL

Roll call showed all Board Members were present with the exception of Czachorski and Rollins.

3.0 ESTABLISHMENT OF QUORUM

A quorum was established.

4.0 PLEDGE TO FLAG

The Pledge of Allegiance was recited by Board and audience members.

5.0 ACCEPTANCE OF AGENDA

It was moved by LaBombarbe and seconded by Sparks that we accept the agenda as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

6.0 SUPERINTENDENT AND STAFF REPORTS/CORRESPONDENCE

6.1 Superintendent's Report

- Thanked Board of Education for their unwavering support and dedication.
- Thanked staff that are working over the summer months
- Lincoln Virtual Academy has 75 students currently enrolled.
- July 28th at 9:30 in the LAB we will be holding our yearly realtor's breakfast.
- Reading in the Park has been a big summer hit and we look forward to the last one on August 8th.
- Welcome Lincoln High School Principal, Shane Malmquist.

6.2 Finance Report

- 6.2.1 2021-2022 Projected Enrollment Report**
Report included in Board packet.

Notes:

- Model K students are awaiting RG and required documentation
- Limited Y5 last year reduced 21/21 Kindergarten and increased first grade
- Follow up communications are ongoing with RG enrollees
- Typically receive 150-250 Enrollments in August annually

6.2.2 June 2021 Food Service Report
Report included in Board packet.

7.0 BOARD REPORTS/CORRESPONDENCE

- 7.1 Board Executive Committee Report
The next Executive Committee meeting is scheduled for August 2, 2021, in the Pittman at 5:30pm.
- 7.2 Board Performance Committee Report
No report.
- 7.3 Board Planning Committee Report
Board Planning Committee has had two policy review meetings that have gone extremely well, meeting next on August 3rd. The next regularly scheduled meeting is planned August 9, 2021, at 4:30pm in the Pittman Room.
- 7.4 Board Finance Committee Report
The next Finance Committee meeting is scheduled for August 16, 2021, at 4:30pm in the Pittman Room.
- 7.5 Reports and Correspondence
- Jennifer LaBombarbe received Master Board Member status form the Michigan Association of School Boards.

8.0 PUBLIC COMMENT

- 8.1 Response to Prior Public Comment
- Stacey Kind, parent, addressed the Board of Education with concerns over curriculum used in the classroom and presented the Board with a letter for permanent record. Mr. Jansen has been in email correspondence with Ms. Kind and planning a time to meet in person.
 - Melissa Palmquist, parent, addressed the Board of Education with her concerns about 3-Tier busing. Mr. Jansen has been in communication with Mrs. Palmquist on the telephone.
- 8.2 Public Comment
Board of Education Public Comment Statement:
This is the time set aside by the Board to hear from you, the members of our community. We invite you to address the Board with comments, questions or concerns regarding board actions, policies, or other issues not resolved through appropriate administrative channels. The Board may not immediately respond to concerns presented at this meeting; however, we will respond to inquiries on or before the next board meeting.
- Please sign in completing your contact information. Limit individual comments to 5 minutes or less. Comments with respect to the performance of specific district employees are not appropriate during public comment.

Rules for Public Comment:

1. The Board of Education reserves the right to limit the total public comment to 30 minutes in any meeting
2. The Board of Education will limit each speaker to one opportunity to speak during any public comment period
3. The Board of Education President, ~~or~~ the President's delegee (such as the Superintendent or another District administrator) will respond to your comment

4. The Presiding officer may: A) prohibit public comments which are frivolous, repetitive, or harassing; B) interrupt, warn, or terminate a participant's statement when the statement is too lengthy, personally directed, abusive, obscene, or irrelevant; C) request any individual to leave the meeting when that person behaves in a manner that is disruptive of the orderly conduct of the meeting; D) request the assistance of law enforcement officers in the removal of a disorderly person when that person's conduct interferes with the orderly progress of the meeting, and; E) call for a recess or an adjournment to another time when the lack of public decorum so interferes with the orderly conduct of the meeting as to warrant such action.

No Public Comment.

9.0 NEW BUSINESS

9.1 School Bond Loan Fund Application

The District is applying to draw funds from the Treasury Department through the School Bond Loan Fund. The District applies for this every year as the property tax revenue for debt payments is not enough to cover our annual principal and interest payments. It is expected that the District will need to borrow approximately \$4.5 million for the 21/22 fiscal year. Based on projections from PFM, the District will start paying back on the amount borrowed in the School Bond Loan Fund in the 2031/2031 fiscal year. This is time sensitive, Board action was requested.

It was moved by LaBombarbe and seconded by Sparks that we approve the School Bond Loan Fund Application as presented by the Finance Director.

Ayes: 5

Nays: 0

Motion carried 5-0

10.0 OLD BUSINESS

10.1 Minutes of Previous Meeting

10.1.1 Regular Meeting June 28, 2021

10.1.2 Budget Meeting June 28, 2021

10.1.3 Closed Session June 28, 2021

Enclosed are the minutes of the June 28, 2021, Regular Meeting, Budget Meeting and Closed Session

It was moved by LaBombarbe and seconded by Sparks that we approve the minutes of the June 28, 2021, Regular Meeting, Budget Meeting and Closed Session as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

10.2 Organization Restructure

Lincoln Consolidated School will undergo an organizational restructure promoting Karensa Smith to Assistant Superintendent Curriculum and Instruction as presented by the Superintendent.

It was moved by LaBombarbe and seconded by Sparks that we approve the Organizational Restructure recommended by the Superintendent as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

10.3 June 2021 Check Register

Enclosed is the June 1-30, 2021, check register in the amount of \$2,471,120.04. The Superintendent recommends approval as presented.

It was moved by LaBombarbe and seconded by Sparks that we approve the June 1-30, 2021, check register in the amount of \$2,471,120.04 as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

- 10.4 June 2021 Trust & Agency Report
Enclosed is the June 2021, Trust & Agency Report. The Superintendent recommends approval as presented.

It was moved by LaBombarbe and seconded by Sparks that we approve the June 2021, Trust & Agency Report as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

- 10.5 Personnel Transactions

ACTION ITEMS				
Name	Position/Building	Effective Date	Status	Major/Step
Emily Sefcheck	First Grade Teacher/Childs Elementary	8/16/2021	New Hire	Step 1
Jessica Giardini	Third Grade Teacher/Brick Elementary	8/16/2021	New Hire	Step 2
Amelia Hissong	Art Teacher/Elementary	8/16/2021	New Hire	Step 1
Miles Caine	Receptionist/LAB	7/21/2021	New Hire	Step 1
Audra Barrick	Music Teacher/Elementary	8/16/2021	New Hire	Step 4
Alexis Guziel	Paraprofessional/Lincoln Middle School	6/28/2021	New Hire	Step 1

It was moved by LaBombarbe and seconded by Sparks that we approve the July 26, 2021, Personnel Transactions Summary as presented.

Ayes: 5

Nays: 0

Motion carried 5-0

11.0 CLOSED SESSION

- 11.1 Negotiations

It will be necessary to enter closed session to discuss negotiation, not to return to open session.

A roll call vote was necessary.

It was moved by LaBombarbe and seconded by Sparks in pursuant to Sections 8(c) of the Open Meetings Act, I move that we enter closed session to discuss the negotiations, not to return to open session.

Ayes: 5 Williams, Moore, Sparks, Bentley and LaBombarbe

Nays: 0

Motion carried 5-0

12.0 ADJOURNMENT

President Williams declared the meeting adjourned to closed session at 6:21 p.m. not to return to open session.

**LINCOLN CONSOLIDATED SCHOOLS
PERSONNEL TRANSACTIONS SUMMARY**

ACTION ITEMS				
Name	Position/Building	Effective Date	Status	Major/Step
Audra Barrick	Music Teacher/ Elementary Schools	8/23/2021	New Hire	
Emily Sefcheck	Teacher/ChildsElementary	8/23/2021	New Hire	
Leslee Markose	Teacher/Bishop Elementary	8/1/2021	Resignation	
Joseph Bolton	Bus Driver/Transportation	8/4/21	New Hire	
Brian Sims	Bus Mechanic/Transportation	8/2/21	New Hire	
Nathan Vaughn	Bus Driver/Transportation	8/6/21	New Hire	
Eric Leckemby	Bus Driver/Transportation	8/9/21	New Hire	
Jordan Jackson	Receptionist/LAB	8/8/21	New Hire	
Michael Olivero	Receptionist/LAB	8/5/21	New Hire	
Name	Position/Building	Return to Work Date	Status	Approved/Not Approved