



**BOARD OF EDUCATION
REGULAR MEETING**

Monday, September 18, 2023 — 7:00 p.m.

Whitmore Lake High School

Barb Huang Library



WHITMORE LAKE PUBLIC SCHOOLS BOARD OF EDUCATION

Mission Statement

*Partnering with students, parents, and the community to
provide exceptional, personalized education.*

REGULAR MEETING

Monday, September 18, 2023 – 7:00 p.m.

Whitmore Lake High School Barb Huang Library
7430 Whitmore Lake Rd.
Whitmore Lake, MI 48189

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD OF EDUCATION ROLL CALL

APPROVAL OF AGENDA

CALL TO THE PUBLIC

“The meeting is a meeting of the Board of Education in public for the purpose of conducting the School District’s business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda.”

BOARD CLARIFICATION

STUDENT COUNCIL

Natalie Meadows will present the student council report.

COMMITTEE REPORTS

CONSENT ITEMS

Approval of minutes from the August 21, 2023 Board of Education Regular Meeting. **(Attachment 1)**

Approve fund transfer of \$774,730 in payments from Accounts Payable and \$507,345 in payments from Sinking Fund as per attachment 2; further, to approve the transfer of \$495,323 from Accounts Payable to cover the payrolls of August 15, 2023 and August 31, 2023. **(Attachment 2)**

OLD BUSINESS

Board of Education Policies

Miller Johnson policies and administrative regulation, regarding Students – 2000 Series, Curriculum & Instruction – 3000 Series, Personnel – 4000 Series, Business – 5000 Series, Facilities and Operations – 6000 Series, School-Community Relations – 7000 Series, and General Policies – 8000 Series updates and revisions second reading **(Attachment 3)**. Approval is recommended.

NEW BUSINESS

Social Media Litigation

Motion to approve the resolution to authorize and direct the Superintendent to sign the Attorney-Client Fee Contract on behalf of the School District, and to take such other action as necessary to obtain monetary damages and injunctive relief for the School in the lawsuit represented by Frantz Law Group, APLC. **A Roll call vote will be required. (Attachment 4)**

WEOC Consortium Agreement Resolution

Attachment 5 contains a Resolution to approve or disapprove the Amended and Restated Washtenaw Educational Options Consortium Agreement and authorize execution. Approval is recommended. **A roll call vote will be required.**

Bus Purchase

Motion to approve the lease purchase of one new school bus through Midwest Transit Equipment, Inc.

SUPERINTENDENT'S REPORT

OTHER INFORMATION

Personnel

The following people recently submitted their resignations; Elementary Title I Paraprofessional, Rebecca Calahan, and GLTW Infant Assistant, Lindsey Gonchoroff.

Alaina Carson has accepted a part-time position in Community Recreation as under 18 Lifeguard with a start date of September 5, 2023. Alaina has also accepted the positions as Swim Instructor and Private Swim Instructor.

Libby Militello, Mariana (Daniela) Labra, and Olivia Heugh have accepted the positions as GLTW Primary Assistant Intern, and Infant Assistant's, respectfully. These positions have a start date in August and September, 2023.

ANNOUNCEMENTS

The next Regular Meeting of the Board will be held on Monday, October 23, 2023 at 7:00 p.m. in the High School Barb Huang Library.

CALL TO THE PUBLIC

BOARD MEMBER REPORTS

Mr. Cole, Mr. Henry, Mrs. Kritzman, Mrs. McCully, Mr. Meadows, Mrs. Schwennesen and Mr. Zolenski

ADJOURNMENT

Please fill out a "Public Participation Request" form if you wish to address the Board prior to the Public Comment section of the meeting. Please include your name, address and topic you wish to speak on. Those wishing to speak in Public Comment are limited to three (3) minutes.

0000 – BYLAWS

0160 - MEETINGS

0167.3 – Public Participation at Board Meetings

Tape or video recordings are permitted subject to the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.
- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

M.C.L. 15.253(4)(5)(6), 380.1808

Revised 9/27/2010

Use of Recording Devices

Anyone attending a school event who wishes to record the activity on a visual recording device shall be asked to abide by the following rules:

- A. The recorder must operate the device within the area designated by the principal or director of the activity.
- B. The camera must not block the view of any other attendees or interfere with others who seek to record the activity.
- C. Those who record or assist a recorder must not block any passageways nor interfere with any other attendee's participation or observation of the activity.
- D. If sound is also being recorded, the recorder must not ask other attendees to be quiet or to change their behavior in order to improve the quality of the sound.
- E. If the District is recording the activity, the principal may arrange for a person to obtain a copy providing s/he agrees to provide a tape and pay whatever the principal may need to charge to cover the costs of transfer.

Where the District does not possess the appropriate license or permission to allow the recording of a copyrighted work or performance, notice will be given, when possible, prior to the exhibit or performance. Announcements shall be made at the beginning of any such exhibit or performance.

1



Whitmore Lake Public Schools

BOARD OF EDUCATION

Regular Meeting Minutes

August 21, 2023 – High School Barb Huang Library (Media Center) – 6:00 p.m.

MEMBERS PRESENT

Frank Zolenski (*Vice President*), John Meadows (*Treasurer*), Lisa McCully (*Secretary*), Lee Cole (*Trustee*), Bob Henry (*Trustee*), and Laura Schwennesen (*Trustee*)

MEMBERS ABSENT

Michelle Kritzman (*President*)

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Finance & Operations, Denise Kerrigan, MS/HS Principal, Jill Henry, Elementary Principal, Heidi Roy-Borland, Student Services Director, Melissa Heuker, and Communications and Human Resources Director, Maria Carter-Ewald.

OTHERS PRESENT

Staff, and members of the community

CALL TO ORDER

At 6:00 p.m. by Vice President Frank Zolenski.

APPROVAL OF AGENDA

Motion to approve the agenda as presented made by Mr. Henry; supported by Mr. Cole.
Ayes – 6; Nays – 0, motion carried

CALL TO THE PUBLIC

None

CONSENT ITEMS

Motion to approve the minutes from the July 17, 2023 Board of Education Regular Meeting was made by Mrs. Schwennesen; supported by Mr. Meadows
Ayes – 6; Nays – 0, motion carried 6 – 0

Motion to approve fund transfer of \$770,083 in payments from Accounts Payable; further to approve the transfer of \$462,836 from Accounts Payable to cover the payrolls of July 14, 2023, and July 31, 2023 was made by Mrs. Schwennesen; supported by Mr. Meadows
Ayes – 6; Nays – 0, motion carried 6 – 0

NEW BUSINESS

Personnel

Motion to approve the hire of Brandy Muscato-Johnson as a part-time English Learner Tutor at Level 2 on the WLEA BA salary scale, and

to approve the hire of Rochelle Chezick as a full time Elementary Kindergarten Elementary Teacher at Level 2 on the WLEA BA salary scale, and

to approve the hire of Kelly Hager as a full time Elementary Social Studies Teacher at Level 4 on the WLEA BA salary scale, and

to approve the hire of Karen Hawk as a full time Elementary Special Education Teacher at Level 4 on the WLEA MA salary scale with a start date of August 23, 2023 was made by Mrs. Schwennesen; supported by Mr. Henry.
Ayes – 6; Nays – 0, motion carried 6 – 0

Board of Education Policies

Superintendent DeKeyser shared the policies and administrative regulations change options and updates to 2001 – Admission and Enrollment, 2002-AR – Learning and Achievement, 2007 – Health and Safety, 3002-AR – Parental Involvement, 3003 – Instruction, 4002 & 4002-AR – Employment Considerations, 4004 - Evaluations, Discipline and Discharge, Resignations, 4005 – Other Matters of Employment, 5003 – Purchasing, 5006 – Risk management, 5013 – Use of Electronic Signatures, 6002 & 6002-AR – Safety and Security, 7007-AR – District Support Organizations, 7010 – School Visitors, 7011 – Engagement with Outside Organizations, 8002 & 8002-AR – Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), 8007 & 8007-AR – Discrimination and Harassment, and 8009 – Digital Communications with the Board for a first reading. He answered all questions from Board members and added if there are any additional questions they should be directed to him prior to the September 18, 2023 board meeting, where approval will be recommended.

Superintendent DeKeyser engaged Board members in a discussion regarding an opportunity to enter into a 15 year power purchase agreement for 50% of the district's annual electricity usage at a fixed rate.

Mr. Meadows expressed concerns regarding a long term commitment and the delivery of solar electricity. Mrs. Kerrigan shared information received from MISEC who will oversee the generation and delivery of solar electricity from NorthStar Clean Energy. Mr. DeKeyser then shared NorthStar plans to build the solar field on brownfield property. He also shared the fluctuation in energy rates over the last year and answered all other questions from Board members.

Motion to approve the Michigan Schools Energy Cooperative (MISEC) power purchase agreement resolution was made by Mrs. Schwennesen; supported by Mr. Cole.

Roll call Vote: Mr. Henry – yes, Mrs. McCully – yes, Mr. Meadows – yes, Mrs. Schwennesen – yes, Mr. Zolenski – yes, Mr. Cole – yes
Ayes – 6; Nays – 0, motion carried 6 – 0

COMMITTEE REPORTS

Mr. Zolenski announced that the committee reports were not listed on the agenda and inquired if they could be added now. With no objections from Board members, he called for committee reports.

Mrs. Schwennesen shared that the Executive Committee met on July 17, 2023. Topics included the LCA mailer, police millage regarding resource officer for district, budgets, EPIC survey, and theater bleacher repair/replacement.

Mr. Zolenski shared that the Finance Committee met on July 26, 2023. Topics included the budget, use of sinking fund expenditures, staffing and projected kindergarten enrollment, pay-to-play fee caps for families, the LCA mailer, EPIC survey, and curriculum purchases.

SUPERINTENDENT'S REPORT

Mr. DeKeyser introduced Eagle Scout Riley Shappell, from the Dexter Troop 477, who presented an idea to Board members to build a Recycling Center at the high school.

Riley shared his goal is to create a recycling center that benefits both the environment, the community and his school. He added the recycling center would take up to 1-2 parking spaces in the back of the lot at the high school, and he would build and paint the structure at an estimated cost of \$800. He also noted WLHS could use this recycling center as a fundraiser for different school activities.

Board members inquired on the actual size, will it be a permanent placement, the upkeep of the center, and when it would be built. Riley shared the size would be 8'X 6'X 12", it could be built as a movable structure, and he has talked with MS/HS Principal, Jill Henry who has agreed to have the NHS oversee the recycling and return of the cans and bottles as a fundraiser. He then shared he would like to start this project soon but will need the project approved by his Eagle Scout Leaders first.

Superintendent DeKeyser shared the following;

- 1) Enrollment and staffing updates for the 2023-24 school year. An opportunity for 4th grade students to participate in a U of M study called Kids Empowerment. New pay-to play fee caps were added to Athletic Handbook. EPIC survey scheduled to begin October 6, 2023.
- 2) Facilities update - Main Street Campus boiler work is scheduled to be complete this week. State bus inspections are being done this week. Theater bleacher bid package will be reviewed in committee meetings, with a bid opening scheduled for September. Building security evaluations, working with the company to improve areas of concern. Northfield Police will begin interviewing for the Resource Officer position in the District.
- 3) Finance Committee Meeting Scheduled for September 7, 2023.

OTHER INFORMATION*Personnel*

The Board acknowledged all the resignations and hiring of staff as listed on the agenda.

MASB Delegate Assembly

Board members acknowledged the MASB Delegate 2023 Assembly taking place at the Lansing Center in Lansing, MI on November 9, 2023. Board members did not announce if they are planning to attend the assembly.

Barb Huang Special Recognition

Board Members acknowledged the special presentation held earlier this evening by Superintendent, Tom DeKeyser, officially dedicating to a former teacher and a decades long advocate for WLPS students with the renaming of the WLHS Media Center to the Barb Huang Library.

ANNOUNCEMENTS

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CALL TO THE PUBLIC

None

BOARD MEMBER REPORTS

Mr. Cole gave a shout-out to Athletic Director, Brad McCormack on raising \$14,000 for the Athletic Department during the Trojan Open Golf Outing Fundraiser.

Mrs. Schwennesen shared that she recently attended the MASB virtual event 2023 Back to School Legal Workshop. She shared topics included LGBTQ student rights and parental rights, and the Open Meeting Act laws. She also offered Board members to contact her if they would like to review the slides.

ADJOURNMENT

Motion to adjourn the Regular Meeting at 7:29 p.m. made by Mrs. Schwennesen; supported by Mr. Meadows.

Ayes - 6; Nays - 0, motion carried 6 - 0.

Lisa C. McCully, Secretary, Board of Education
Whitmore Lake Public Schools

Date

2

Whitmore Lake Public Schools
Business Office Transactions

For the Month Ending:
August 31, 2023

<u>Payroll Transactions</u>	August 15, 2023	\$ 243,967
	August 31, 2023	\$ 251,356
		<u>\$ 495,323</u>
<u>Accounts Payable Transactions</u>		<u>\$ 774,730</u>
<u>Transfer to Sinking Fund</u>		<u>\$ 507,345</u>

3

STUDENTS – 2000 Series

Update 15.01

Policy 2001 - **Admission and Enrollment**

Resident Students. Michigan law establishes which students have the right to attend school in the School District. The Superintendent will develop and implement regulations for the enrollment of resident students and their assignment to School District schools, facilities, and programs. The Superintendent may also develop and implement regulations for intra-district open enrollment.

Home Schooled Students. The Board will attempt to accommodate students who are home schooled and have a desire to take non-essential elective classes in the School District in a manner consistent with the law. The Superintendent may develop administrative regulations as needed for the implementation of this policy. MCL 380.1561; MCL 388.1766b.

Update 15.02

2002-AR - **Learning and Achievement**

Placement

Generally, the Superintendent designates to building administrators the responsibility for placing students in schools, grades, and courses. Building administrators should exercise good judgment with respect to placement decisions and consider the following factors, among others:

1. The student's academic achievement and ability as reflected in scores on standardized tests;
2. The student's academic performance in School District classes or while enrolled in another school district;
3. The student's chronological age;
4. The student's social maturity; and
5. In accordance with Board policy ~~and MCL 380.1280f (ELA proficiency statute).~~

In the event of disagreement, the student and his or her parents should be consulted before a final placement decision.

Update 15.04

Policy 2007 - **Health and Safety**

Physical Examinations and Screenings. Annual notice will be given to parents of any health or physical examinations or screenings. Parents will be given the opportunity to opt-out their students from all physical examinations and screenings. **This policy is not intended to apply to physical examinations required for sports participation.**

Generally The Board of Education has adopted Policy 3002, ~~Parental Involvement~~ **Parent and Family Engagement**, to express its strong support for the involvement of parents **and families** in their children's education. The Policy was adopted, in part, to meet the requirements of Title I of the Elementary and Secondary Education Act of 1965. The purpose of this administrative regulation is to assure that Policy 3002 is fully implemented and all legal requirements are met.

For purposes of this administrative regulation, the School District will follow the statutory definition of ~~parental involvement~~ **parent and family engagement**:

~~Parental involvement~~ **Parent and family engagement** means the participation of parents **and family** in regular, two-way, and meaningful communication involving students' academic learning and other school activities, including ensuring (A) that parents/**family** play an integral role in assisting their child's learning; (B) that parents/**family** are encouraged to be actively involved in their child's education at school; (C) that parents/**family** are full partners in their child's education and are included, as appropriate, in decision-making and on advisory committees to assist in the education of their child; and, (D) the carrying out of other activities such as those described in 20 USC 6318 on parent and family engagement.

To implement ~~parental involvement~~ **parent and family engagement**, the School District's Title 1 staff will develop a joint Districtwide ~~Parental Involvement~~ **Parent and Family Engagement** Plan in the following manner: the School District will hold meetings with parents **and families**, at least semi-annually, to jointly develop, review, and modify the ~~Parental Involvement~~ **Parent and Family Engagement** Plan; send periodic communications addressed to parents **and families** through the School District's website and other media; and, circulate a draft ~~parental involvement~~ **Parent and Family Engagement** policy to parents **and families** before it is adopted.

The School District's Title 1 staff will also undertake school review and improvement in the following manner: a consolidated local improvement plan meeting will be held annually, during the month of November (the purpose of the meeting will be to determine the assistance that will be offered to individual schools to develop ~~parental involvement~~ **parent and family engagement** activities to improve their children's academic achievement); parents **and families** will be provided with interpreters or translators during the meeting, as necessary, to permit meaningful participation; and, parents **and families** will be encouraged to provide comments about School District and individual school practices, as well as educational programs and activities, throughout the year, by contacting the School District's **Director of Student Services**.

Update 15.06
Policy 3003 - **Instruction**

Homebound Instruction. The School District will provide homebound and hospitalized instruction to qualified students in a manner that is consistent with federal/state law and other applicable guidance. The Superintendent may develop administrative regulations as needed to implement this policy.

PERSONNEL – 4000 Series
Update 15.07
Policy 4002 - **Employment Considerations**

Discrimination and Harassment. The Board is committed to maintaining a learning/working environment in which all individuals are treated with dignity and respect, free from illegal discrimination and harassment. There will be no tolerance for discrimination or harassment in employment on the basis of race, color, national origin, religion, sex, marital status, **pregnancy status**, genetic information, disability, age, or any other illegal grounds. See, also, Policy [8007].

Update 15.08
4002-AR - **Employment Considerations**

Security Awareness Training. In accordance with the MSP template located on its website, the School District will provide all approved personnel with basic security awareness training within six months of approval and every ~~two years~~ **year** thereafter. The LASO will maintain records of all personnel who have completed training.

Media Containing CHRI. Only School District personnel who have undergone CHRI training will have access to digital and physical media containing CHRI. The School District will either: ensure all media is stored in a physically secure location which can only be accessed by approved persons; or encrypt all CHRI data consistent with the most recent FBI CJIS Security Policy and store the data on a server only accessible to approved School District personnel. Cloud storage is not permitted. ~~Physical CHRI data will be maintained within individual personnel records, to the extent feasible.~~

Update 15.09

Policy 4004 - **Evaluations, Discipline and Discharge, Resignations**

Performance Evaluations. All teachers and administrators can improve their performance and should strive for excellence in order to provide the best possible education for the students of the School District. To that end, the School District will use a rigorous, transparent, and fair evaluation system for all teachers and administrators. This system will comply with Michigan law and include annual year-end evaluations for all teachers and administrators, unless otherwise permitted by Michigan law.

The evaluation system is intended to be used to improve the performance of all teachers and administrators and encourage professional growth. The system is also intended to result in the separation from employment of those teachers and administrators who, after notice and an opportunity to improve, are found to continue to be ineffective. The Superintendent will develop and implement any legally-compliant administrative regulations necessary to put this policy into effect.

The evaluation of the Superintendent shall be conducted in a manner consistent with state law and/or her/his employment contract. In accordance with state law, Board members must receive training in the evaluation framework for the Superintendent. Board members are expected to complete such training before participating in an annual performance evaluation of the Superintendent. If such training is not obtained in advance of participation, the Board member(s) shall be recused from the evaluation of the Superintendent.

Update 15.10

Policy 4005 - **Other Matters of Employment**

Mandatory Reporting. Each professional staff member employed by the School District and all other persons employed by the School District who are mandatory reporters under the law and/or who have reasonable cause to suspect child abuse or neglect shall be responsible for reporting immediately every case, whether ascertained or suspected, of abuse or neglect resulting in physical or mental injury to a student by other than accidental means, in a manner consistent with the law.

<https://www.michigan.gov/mdhhs/adult-child-serv/abuse-neglect/childrens/mandated-reporters/mandated-reporters-list>

Update 15.11
Policy 5003 - **Purchasing**

State/Federal Grants and Awards. The Superintendent will promulgate legally-compliant administrative regulations concerning expenditures of funds received through state/federal grants and awards. The Superintendent shall establish and maintain effective internal control over financial grants and awards that provide reasonable assurance that the program and funds are managed in compliance with applicable statutes, regulations, and the terms and conditions of the awards.

Update 15.12
Policy 5006 - **Risk Management**

The Board seeks to minimize risk in all School District operations. This requires planning that takes into account the safety of students, employees and the public, the protection of School District property, and avoidance of financial loss or liability.

The Superintendent is responsible for establishing a risk management program. The program will include means for identifying, eliminating, reducing, or transferring risk, and may provide for the purchase of insurance, if necessary.

In the event of an injury to students, staff, or any visitor to school grounds, a School District provided form shall be completed by the appropriate staff member in a manner dictated by the Superintendent.

Update 15.13
Policy 5013 - **Use of Electronic Signatures**

Unless a provision of law specifically prohibits the use of an electronic record for the specified purpose, the Board of Education authorizes the acceptance and distribution/transmission of electronic records and electronic signatures to and from District staff and other persons, as well as between District staff members. The Board further authorizes District staff to create, generate, send, communicate, receive, store, process, use, and rely upon electronic records and electronic signatures.

Update 15.14

Policy 6002/6002-AR - **Safety and Security**

Policy:

Generally.

School District facilities and grounds will be kept safe and secure. Such facilities and grounds should also be maintained as clean and attractive. The Superintendent will develop and implement a maintenance program for the safe and efficient operation of the School District. The program will provide for the regular inspection and periodic maintenance of all School District facilities and be compliant with all applicable safety, health, and environmental requirements.

The School District will undertake reasonable cooperative efforts with law enforcement agencies. The Superintendent and building administrators have the responsibility and authority to determine when the presence or assistance of law enforcement officers is necessary on School District premises and School-related functions.

Threat Assessment. The Superintendent will develop a threat assessment protocol aimed at addressing situations which may pose a threat to the health, safety, and welfare of the school community. The goal of the threat assessment process is to take appropriate preventive or corrective measures to maintain a safe school environment, protect and support potential victims, and provide assistance, as appropriate, to the student being assessed.

Administrative Regulation:

Policy 6002 provides for the development of a threat assessment protocol intended to assist school staff in responding the situations that arise in the operation of the school which pose a threat to the health, safety, and welfare of the school community. This administrative regulation is intended to outline that protocol and the expectations of staff.

1. The Superintendent shall establish, for each school, a threat assessment team, for the assessment of and intervention with individuals whose behavior may pose a threat to the safety of school staff or students.
2. A threat assessment team may serve one or more schools as determined by the Superintendent.
3. Each team shall include persons with expertise in school administration, counseling, instruction, and law enforcement ~~and, in the case of any school in which a school resource officer is employed, at least one such school resource officer.~~ The team may include persons with other areas of expertise.

4. Each team shall:

- a. Provide guidance to students, faculty, and staff regarding recognition of threatening or aberrant behavior that may represent a threat to the community, school, or self;
- b. Identify members of the school community to whom threatening behavior should be reported; and
- c. Recommend school board policies for the assessment of and intervention with individuals whose behavior poses a threat to the safety of school staff or students.

5. The Superintendent may establish a committee charged with oversight of the threat assessment team(s). An existing committee may be designated to assume the oversight responsibility. Any such committee established for oversight of the threat assessment team(s) shall include individuals with expertise in human resources, education, school administration, mental health, and law enforcement.

6. All school district employees, volunteers, and contractors are required to report any expressed threat(s) or behavior(s) that may represent a threat to the community, school, or self.

7. In cases where determined to be appropriate, teams shall follow established procedures for referrals to community services boards or health care providers for evaluation or treatment.

8. Regardless of threat assessment activities, disciplinary action and referral to law enforcement are to occur as required by school board policy and Michigan law.

9. Upon a preliminary determination that a student poses a threat of violence or physical harm to self or others, the threat assessment team shall immediately report its determination to the Superintendent. The Superintendent, or designee, shall immediately attempt to notify the student's parent or legal guardian.

10. Nothing in this regulation shall preclude school district personnel from acting immediately to address an imminent threat.

11. Nothing in this policy regulation preclude the threat assessment team from notifying the Superintendent of any individual (~~other than a student~~), **even if not a student**, who poses a threat of violence or physical harm to self or others.

12. Upon a preliminary determination by the threat assessment team that an individual poses a threat of violence to self or others, exhibits significantly disruptive behavior, or has a need for assistance, members of the threat assessment team may request and obtain criminal history record information (of adults and juveniles) and health records.

13. Unless required by law, no member of a threat assessment team shall re-disclose any criminal history record information or health information obtained pursuant to this section or otherwise use any record of an individual beyond the purpose for which such disclosure was made to the threat assessment team.

14. The threat assessment team may not maintain the criminal history record printed from the system access terminal, nor may they make copies of it.

15. Juvenile delinquency or criminal history information may not be placed in a student's central educational/scholastic record unless the school is taking disciplinary action related to the incidents. School staff (including members of the threat assessment team) with a legitimate educational interest may store information about such incidents in records they maintain that are separate from the student's educational/scholastic record.

SCHOOL AND COMMUNITY RELATIONS – 7000 Series

Update 15.15

7007-AR - **District Support Organizations**

Except for student-initiated organizations, all district support organizations must be recognized by the Internal Revenue Service as non-profit, 501(c)(3) charitable organizations prior to engaging in any activity. The Board expects all organizations to operate in a manner consistent with public expectations for the School District and reserves the right to prohibit organization activities at its sole discretion or at the sole discretion of the appropriate building principal. All district support organizations are expected to abide by the Board's policies and these administrative regulations.

Except for student-initiated organizations, each district support organization will submit a copy of its bylaws and/or Articles of Incorporation and proof of 501(c)(3) status to the appropriate building principal for review and approval. Each organization will also notify the building principal of any upcoming district support events. Each organization is required to timely inform the building principal in the event the Internal Revenue Service revokes the organization's 501(c)(3) status.

District Support Organizations are entities, groups, or other organizations formed to support the School District or its programs or activities.

The Board expects all District Support Organizations to operate in a manner consistent with public expectations for the School District. All District Support Organizations are expected to abide by the Board's policies and these administrative regulations and District Support Organizations are responsible for their own Compliance.

District Support Organizations must use their own accounting and bookkeeping procedures and maintain accounts for income and expenses that are separate from School District accounts. District Support Organizations may not use School District funds, and the School District is not responsible for any purchases or procurements made by District Support Organizations. Under no circumstances may a District Support Organization use the School

District's tax identification number. District Support Organizations are encouraged to obtain 501(c)(3) status, where applicable, in order to receive a charitable tax-deduction.

District Support Organizations may not use the School District's name, logo, or mascot without prior approval by the Superintendent, and the Superintendent may revoke any approval previously granted. District Support Organizations may hold fundraising activities on School District property consistent with applicable policies and administrative regulations and with prior approval by the Superintendent. District Support Organizations must comply with policies and administrative regulations pertaining to the use of School District facilities and property. District Support Organizations may not commingle any funds with other School District funds. All funds and other donations must comply with School District policies and administrative regulations.

Except for student-initiated organizations, each District Support Organization will submit a copy of its bylaws and/or Articles of Incorporation and proof of 501(c)(3) status to the appropriate building principal for review and approval, to the extent such documents exist. Each District Support Organization will also notify the building principal of any upcoming district support events.

Update 15.16

Policy 7010 - School Visitors

In order for the educational program to continue undisturbed when visitors are present and to prevent the intrusion of disruptive persons into the schools, it is necessary to establish visitor guidelines.

The Superintendent or building principal has the authority to prohibit the entry of any person to a school of this District or to expel any person when there is reason to believe the presence of such person would be detrimental to the good order of the school. If such an individual refuses to leave the school grounds or creates a disturbance, the principal is authorized to request from the local law enforcement agency whatever assistance is required to remove the individual. The Superintendent may develop administrative regulations as needed for the implementation of this policy.

Update 15.17

Policy 7011 - Engagement with Outside Organizations

Any request from civic institutions, charitable organizations, or outside groups which involve such activities as contests, exhibits, sales of products to and by students, sending promotional materials home with students, graduation prizes, fund raising, and free teaching materials must be carefully reviewed to ensure that such activities promote student interests without advancing the special interests of any particular group. The superintendent may develop administrative regulations as needed for the implementation of this policy.

Update 15.18

Policy 8002/ 8002-AR - **Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504)**

Policy:

In accordance with Section 504 of the Rehabilitation Act of 1973 (Section 504), and Title II of the Americans with Disabilities Act (ADA), the School District will ensure that no otherwise qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination. The School District does not discriminate in admission or access to, participation in, or treatment of students with disabilities in its programs and activities. Similarly, the School District does not discriminate against any job applicant or employee with a disability in any term or condition of employment or in the recruitment process.

The District has developed guidelines for providing a free appropriate public education (FAPE) to students under Section 504 and the ADA, which may be accessed by clicking on the following link:www.wlps.net.

The Superintendent appoints: building Principals to serve as the School District's Compliance Officer for employment issues arising under Section 504 and the ADA; and, the School District's Director of Special Services to serve as the School District's Compliance Officer for FAPE and other accessibility issues arising under Section 504 and the ADA. The Superintendent will develop a complaint procedure for the processing and early disposition of alleged violations of the policy.

As it relates to the presence of service animals on School District property, such service animals will be permitted to the extent required or permitted by law. For any requests to have non-service animals on school grounds, the Superintendent shall develop administrative regulations for the review and approval of such requests.

Administrative Regulation:

Service Animals. A service animal, as defined by the ADA, means a dog (or in some instances, a miniature horse) that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including physical, sensory, psychiatric, intellectual, or mental disability. A service animal is generally allowed in any District-controlled space in which an individual with a disability is allowed. Service animals are not required to have any specific identifying license, paperwork, or harness.

If not obvious, the District may ask whether a service animal is required because of disability. The District may also ask what work or task the animal has been trained to perform. The District may not ask what disability requires the use of the service animal. Issues or questions related to service animals may be directed to the Director of Student Services. If the animal is not trained, or in the process of being trained, to perform specific work or tasks, the District may prohibit the animal from being on the Premises.

A service animal shall be under the care and control of its handler and shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether; or the use of such restraint would interfere with the service animal's safe, effective, performance of work or tasks. In such cases, the handler shall control the service animal through other means (e.g. voice control, signals, or other effective methods).

The District may ask an individual to remove a service animal from campus if: (1) the animal is out of control and the animal's handler does not take effective actions to control it or (2) the animal is not housebroken. Though the District may exclude a service animal for these reasons, it shall give the individual with a disability the opportunity to participate in the service, program, or activity without having the service animal on the District's property.

Update 15.19

Policy 8007/8007-AR - **Discrimination and Harassment**

Policy:

The Board of Education is committed to maintaining a learning/working environment in which all individuals are treated with dignity and respect, free from discrimination and harassment based on a legally prohibited characteristic. There will be no tolerance for discrimination or harassment on the basis of race, color, national origin, religion, sex (including sexual orientation and gender identity/expression), marital status, pregnancy status, genetic information, disability, age, or any other basis prohibited by law. The Superintendent will develop administrative regulations to implement this policy. The Superintendent designates Director of Special Services and Title IX Director to supervise the implementation of this policy and its implementing regulations.

Administrative Regulation (applies to 8007.1, 8007.2, and 8007.3):

The Board of Education is committed to maintaining an educational and work environment that is free from discrimination and harassment based on race, color, national origin, sex (including sexual orientation and gender identity/expression), disability, religion, genetic information, marital status, pregnancy status, or any other legally protected characteristic. The Board has therefore adopted anti-discrimination and anti-harassment policies that prohibit discrimination and harassment by Board members, School District employees, students, contractors, volunteers and others connected with the School District. A student, employee, or any other person who believes that a student or employee has been subjected to discrimination or harassment may seek resolution of the matter through the procedures that follow. Complaints of sexual harassment within any educational program or activity of the School District will be investigated and resolved under 8007.3-AR, as required by Title IX and its implementing regulations ("Title IX sexual harassment"). All other complaints of discrimination, harassment or retaliation, other than Title IX sexual harassment, will be investigated and resolved under 8007.1-AR or 8007.2-AR.

Students and Staff

Digital communication (including social networking) that occurs on District premises or involves the use of School District equipment is governed by the Acceptable Use Policy and this Policy. This Policy also applies to digital communication that occurs off District premises and/or using non-District equipment.

Digital communication (including social networking) provides educational and other opportunities for staff and students. The Board of Education expects that staff and students who engage in digital communication will do so in a reasonable and appropriate manner. Specifically, digital communication between staff and students, or to which students reasonably may be exposed, should be professional and of the same content, tone and demeanor as in-school communication between staff and students. Similarly, digital communication between staff and parents, community members, and other adults, or to which staff members, parents, and community members reasonably may be exposed, should be professional.

Public Use

The District's social media, to the extent it is open to the public for use, collectively constitutes a limited public forum. All comments and postings on District social media are subject to monitoring and, where permitted, removal by the District.

Public posts or comments on District social media must address District business and, where applicable, the particular District business under discussion. The District reserves the right to remove comments or postings by members of the public when the District determines that the content (including links to such content) falls under any of the following prohibited categories:

- Off-topic (e.g., a post unrelated to District business, a comment to a District-related post that is unrelated to the post, spam, content that is incoherent or contains a virus, etc.)
- Abusive (e.g., threatening, harassing, discriminatory against protected classes, personal attacks, etc.)
- Illegal (e.g., defamation, promotion of violence/destruction or illegal activities, etc.)
- Obscenity, vulgarity, profanity, or sexually explicit or pornographic
- Campaigning, whether in support of or opposition to political campaigns, candidates, or ballot measures
- Content that may compromise the safety or security of the District, its community, or members of the public
- Content that contains personal identifying information or sensitive personal information (e.g., doxing)
- Commercial information (e.g., solicitation, advertisement, product/service endorsement, etc.)
- Copyrighted, trademarked, or otherwise legally-protected content the posting of which violates another's ownership interest

Users who repeatedly or egregiously violate the content-related guidelines in this policy may be banned from posting and/or commenting on the District's social media (e.g., multiple off-topic posts or a single instance of posting a link to a pornographic video).

The "Public Use" portion of this policy must be displayed to users or made available by hyperlink.

4

**WHITMORE LAKE PUBLIC SCHOOLS
BOARD OF EDUCATION RESOLUTION**

A regular meeting of the Whitmore Lake Public Schools ("School") Board of Education (the "Board") was held on the 18th day of September, 2023 at the following time: 7 o'clock p.m. ("Meeting").

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 January 2023, Seattle Public Schools, Pittsburg Public Schools, and other public schools joined a nationwide litigation against Facebook, Instagram, Snapchat, Tik-Tok, and other social media platforms in a California federal court, specifically Case No. 22-MD-3047-YGR 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 targeting minors to maximize profits despite knowing the severe detrimental effects excessive social media use causes to minors.

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 the Superintendent or designee 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 the Superintendent or designee 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 duly qualified and acting School Board Secretary hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at the Meeting, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the Meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Board Secretary

Date: _____, 2023

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between Whitmore Lake Public Schools District, whose address is 8845 Main Street, Whitmore Lake, MI 48189 ("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 the Superintendent, 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 for damages associated with the Social Media litigation, specifically Case No. 22-MD-3047-YGR 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, 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)).

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) 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 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) [Omitted].
- (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.

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 or, if there are multiple payments, will be split proportionally between those multiple payments.

- 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.

Frantz Law Group, APLC

Dated: _____, 202__

Frantz Signature: _____

Frantz Print Name: _____

Dated: _____, 202__

Signature: _____

Print Name: _____

School Client Name: _____

Position of Signatory: _____

5

Whitmore Lake Public Schools Board of Education

A regular meeting of the Board of Education ("Board") of the Whitmore Lake Public Schools (the "District"), was held in the High School Barb Huang Library located at 7430 Whitmore Lake Road, in the City of Whitmore Lake, County of Washtenaw, State of Michigan, on Monday, September 18, 2023, at 7 o'clock in the p.m.

The meeting was called to order by President _____.

Members Present: _____

Members Absent: _____

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

WHEREAS:

A. The Whitmore Lake Public Schools District is a Participant in the Washtenaw Educational Options Consortium ("WEOC" or "Consortium").

B. The Consortium operates under a consortium agreement that was amended effective on or about July 1, 2014, through an Amended Agreement and Addendum that expired June 30, 2019, although the Participants and the Fiscal Agent have otherwise continued to operate since June 30, 2019, in accordance with the June 1, 2014 Consortium Agreement and Addendum.

C. The Consortium's Joint Steering Committee (JSC), comprised of the Superintendents of each Participating District, and the Superintendent of Washtenaw ISD as the Consortium's Fiscal Agent, approved a resolution at a special meeting held on April 28, 2023, to recommend that the respective Boards of Education of each Participating District and the Fiscal Agent adopt a resolution to: (1) memorialize ratification of all otherwise authorized action taken by the Consortium's JSC, Fiscal Agent, and Executive Director (or their respective designees) on behalf of the Consortium since June 30, 2019; (2) to approve and authorize execution of the attached Amended and Restated Washtenaw Educational Options Consortium Agreement if the attached Amended and Restated Consortium Agreement is approved by not later than August 31, 2023, by the Boards of Education of not fewer than two-thirds (6 of 9) of the Participants and the Fiscal Agent's Board of Education; (3) to direct that the JSC (comprised of the Superintendent or written designee of each signatory Participant Board of Education), the Fiscal Agent, the Executive Director, and their respective designees, operate the Consortium effective July 1, 2023, in accordance with the attached Amended and Restated Washtenaw Educational Options Consortium Agreement if approved by not later than August 31, 2023, by not fewer than two-thirds (6-of-9) of the Participant Boards of Education and the Fiscal Agent's Board of Education; and (4) to direct that the JSC, Fiscal Agent, Executive

Director, and their respective designees, endeavor to promptly and amicably resolve the rights and obligations of the non-signatories (if any).

D. By its terms, the attached Amended and Restated Washtenaw Educational Options Consortium Agreement will become effective July 1, 2023, as to the signatories if approved by not later than August 31, 2023 by not fewer than two-thirds (6-of-9) of the Participant Boards of Education and the Fiscal Agent's Board of Education; signed by an authorized representative of at least two-thirds (6-of-9) of the Participant Boards of Education and the Fiscal Agent's Board of Education; and the executed Agreement or counterparts are on file with the Fiscal Agent.

E. A District or ISD is not a Participant or Fiscal Agent subject to the attached Amended and Restated Washtenaw Educational Options Consortium Agreement without express approval of its Board of Education and execution by an authorized signatory; provided, however, that a Board of Education's disapproval or non-approval of the attached Amended and Restated Washtenaw Educational Options Consortium Agreement does not relieve that District or ISD of previously incurred contractual or equitable obligations as a Participant or Fiscal Agent of the Consortium.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Whitmore Lake Public Schools Board of Education hereby memorializes ratification of all otherwise authorized action of the Consortium's Joint Steering Committee, Fiscal Agent, and Executive Director (or their respective designees) from June 30, 2019 to date.
2. The Whitmore Lake Public Schools Board of Education [**select one:**]

[] APPROVES the attached Amended and Restated Washtenaw Educational Options Consortium Agreement AND AUTHORIZES PROMPT EXECUTION on behalf of the Whitmore Lake Public Schools Board of Education contingent upon approval of the attached Amended and Restated Washtenaw Educational Options Consortium Agreement by the Boards of Education of not fewer than two-thirds (6-of-9) of the Participant Boards of Educations and the Fiscal Agent's Board of Education;

- OR -

[] DISAPPROVES AND DOES NOT AUTHORIZE EXECUTION of the attached Amended and Restated Washtenaw Educational Options Consortium Agreement on behalf of the Whitmore Lake Public Schools Board of Education.

3. [Include this Para. No. 3 only if the Board opted in Para. No. 2 above to "APPROVE" the Amended and Restated Consortium Agreement] The Whitmore Lake Public Schools Board of Education authorizes and delegates all necessary authority to the Superintendent to promptly execute the Amended and Restated Washtenaw Educational Options Consortium

Agreement on behalf of the Whitmore Lake Public Schools Board of Education, provided that the Boards of Education of not fewer than two-thirds (6-of-9) of the Participants and the Fiscal Agent have approved and authorized execution of same on behalf of their respective Boards of Education by not later than August 31, 2023.

4. [Include this Para. No. 4 only if the Board opted in Para. No. 2 above to "APPROVE" the Amended and Restated Consortium Agreement] The Whitmore Lake Public Schools Board of Education directs that, if the attached Amended and Restated Consortium Agreement is (a) approved by not later than August 31, 2023, by not fewer than two-thirds (6-of-9) of the Participant Boards of Education and the Fiscal Agent's Board of Education, (b) executed (in a single document or counterparts) by the respective authorized representatives, and (c) on file with the Fiscal Agent, the JSC (comprised of the Superintendents or written designees of each signatory Participant) the Fiscal Agent, the Executive Director, and their respective designees, will do the following:
- a. operate the Consortium effective July 1, 2023, in accordance with the attached Amended and Restated W.E.O.C. Consortium Agreement; and
 - b. endeavor to promptly and amicably resolve the rights and obligations of the non-signatories (if any).
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I, the undersigned, as Secretary of the Whitmore Lake Public Schools Board of Education, do hereby certify that the foregoing Resolution constitutes a true and complete copy of a resolution, the original of which is part of the Board's minutes, that was adopted by the Whitmore Lake Public Schools Board of Education at a public meeting held on September 18, 2023, with notice of the meeting having been given to the public pursuant to the provisions of the Michigan Open Meetings Act, 1976 P.A. 267, as amended, with a vote of:

Ayes: _____

Nays: _____

Abstaining: _____

Absent: _____

By: _____
_____, Secretary

Date: _____