

**FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN**

Regular Meeting of the Board of Education
Monday, November 18, 2024
6:30 PM
Forest Hills Administration Building

Agenda

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. WELCOME
- IV. INSTRUCTIONAL HIGHLIGHT - Ada Elementary
- V. CONSENT GROUPING
 - V.A. Superintendent/Board of Education
 - V.A.1. Approval of Minutes
 - V.A.2. Board Member Reimbursement
 - V.B. Business
 - V.B.1. Payment of Bills
 - V.B.2. Ada Vista Asbestos Abatement
 - V.B.3. Ada Vista Construction Increase
 - V.B.4. Ada Vista Media Center Shelving
 - V.B.5. Bus Cameras
 - V.B.6. Summer Tax Levy Resolution
 - V.B.7. Property Tax Reimbursement
 - V.B.8. Insulin Litigation Resolution
 - V.C. Instruction
 - V.C.1. Supplemental Instructional Resources Request
 - V.D. Human Resources
 - V.D.1. Employment of New Professional Staff
 - V.D.2. Salary Schedule
- VI. AASA NATIONAL CONFERENCE
- VII. EMERGENCY OPERATIONS PLAN APPROVAL
- VIII. SUPERINTENDENT'S REPORT
- IX. BOARD COMMUNICATION
- X. PUBLIC COMMENTS
- XI. ADJOURNMENT

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR INSTRUCTION

TOPIC: Instructional Highlight – WIN time, Ada Elementary School

In alignment with our schoolwide focus on increasing our reading achievement outcomes at Ada, we are excited to share how our Professional Learning Community teams, or PLCs, are instrumental in monitoring student outcomes and measuring the impact of instruction. At Ada, each grade level meets to collaborate on teaching and learning. This data-driven method provides teachers with strategies to develop their collective efficacy and reflect on the impact of their instruction.

Additionally, we continually seek ways to improve our craft and respond to the learning needs of our students so that all students can reach their full potential! One of the ways we do this is by providing a 30-minute block of time to provide students with intervention and/or enrichment. This time is called WIN time, or What I Need time. During WIN, time is set aside outside of core instruction for teachers to provide individualized instruction based on the collaborative efforts of our PLCs.

The PLC process, followed by an intentionally designed WIN time, creates conditions for high levels of learning for ALL of our students. At Ada, we truly believe that all students deserve the opportunity to learn and grow every day!

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

CONSENT GROUPING

November 18, 2024

V. CONSENT GROUPING

A. SUPERINTENDENT/BOARD OF EDUCATION

1. Approval of Minutes – Approve the minutes of the October 21, 2024, Regular Meeting, with any added changes or revisions.
2. Board Member Reimbursement – Approve reimbursement for travel and meal expenses incurred by the board members who attended the 2024 Michigan Association of School Board’s Annual Leadership Conference in the amount of \$442.86.

B. BUSINESS

1. Payment of Bills – Approve expenditures for the payment of bills for October 2024, as presented.
2. Ada Vista Asbestos Abatement – Approve the increase cost of the emergency asbestos abatement at Ada Vista Elementary by HBC/Green for Life Environmental for an additional amount of \$51,460.
3. Ada Vista Construction Increase – Approve a \$248,022 increase to the Ada Vista Elementary renovation project, which includes contingency funds.
4. Ada Vista Media Center Shelving – Approve the purchase of media center shelving for Ada Vista from Dew-El Corporation for an amount not to exceed \$35,100.
5. Bus Cameras – Approve the purchase of 25 stop-arm cameras and 55 entrance/exit cameras from AngelTrax for an amount not to exceed \$52,800.
6. Summer Tax Levy Resolution – Adopt the resolution authorizing collection of 50% of the district tax levy in July 2025.
7. Property Tax Reimbursement Authorize reimbursement of \$40,403.83 to Kent County for refunded property taxes.
8. Insulin Litigation Resolution – Adopt the resolution to join the insulin lawsuit.

C. INSTRUCTION

1. Supplemental Instructional Resources Request – Approve the supplemental instructional resource request, as presented.

D. HUMAN RESOURCES

1. Employment of New Professional Staff – Approve the hire and issue a contract to Jamie VanderZwaag for the 2024-2025 school year.
2. Salary Schedules – Approve the salary schedules for the Superintendent and Assistant Superintendents.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: Approval of Minutes

Board of Education approval is requested for the minutes of the October 21, 2024, Regular Meeting, with any added changes or revisions.

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the minutes of the October 21, 2024, Regular Meeting, with any added changes or revisions.

FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

Minutes of Regular Meeting of the Board of Education
held on October 21, 2024

The Forest Hills Board of Education met in regular session on October 21, 2024, at the Fine Arts Center. President Fauson called the meeting to order at 6:33 p.m.

CALL TO ORDER

Members Present: Fauson, Michaud, Vonck, Terryn, DeBoer, Ninemeier, Covelle

ATTENDANCE

Members Absent: None

Northern High School student Hannah Krieg led the Pledge of Allegiance.

PLEDGE OF
ALLEGIANCE

Northern High School Principal Heather McKinney-Rewa welcomed everyone to the meeting.

WELCOME

Jennifer Kigar, Nikki Damuth, and three Northern High School AP Seminar students presented the instructional highlight. In AP Seminar, students have the opportunity to choose what real-world or academic topics they are pulled to investigate. AP Seminar teaches students how to find and use evidence from experts, and how to present the case from their own perspective effectively, both through writing and individual and team multimedia presentations.

INSTRUCTIONAL
HIGHLIGHT

The course has started by teaching students how to evaluate the credibility and relevance of a writer's argument and the evidence he/she uses to advance it. This will train students to look at the information available to them with a critical eye. The course is rich in research, so the students will know where to seek out and evaluate sources that are current, accurate, objective, and without bias.

They are most proud of maintaining the integrity of our Honors English 10 American Literature course by continuing instruction in grammar, vocabulary, and classic literature with the students reading *The Great Gatsby* and *Their Eyes Were Watching God*. They think this is important because reading these novels teaches the students to understand the human experience and struggles of our ancestors but also continues to practice the skills learned in AP Seminar: critical thinking and analysis.

RECOGNITION

Certificates of Recognition were presented to Central, Eastern, and Northern high school students to honor them for their outstanding academic achievement as Semifinalists in the 2024-2025 National Merit Scholarship Program. This year, the district has a total of eight students recognized as Semifinalists by the National Merit Scholarship Program.

2024-25 NATIONAL
MERIT SCHOLARS

A Certificate of Recognition was presented to Eastern High School Cross Country Head Coach Dan McElheny for receiving the Michigan High School Coaches Association (MHSCA) Boys Cross Country Coach of the Year Award.

MHSCA COACH OF
THE YEAR

A Certificate of Recognition was presented to Northern High School Social Worker Matt Langlois for receiving the Michigan Association of School Social Worker (MASSW) State School Social Work of the Year award.

MASSW STATE
SCHOOL SOCIAL
WORKER OF THE
YEAR

Motion made by Member Vonck, second by Member Terryn, that the Forest Hills Board of Education approve consent grouping items VI. A.-D.

CONSENT GROUPING
ITEMS

Member Michaud, Finance Committee Chair, and Member Covelle, Curriculum Committee Member, gave their respective committee reports.

AYES: Michaud, Ninemeier, DeBoer, Vonck, Terryn, Covelle, Fauson

NAYS: None

Motion carried by a 7-0 roll call vote.

Approved the minutes of the October 8, 2024, Special Meeting and the October 8, 2024, Closed Session.

APPROVAL OF
MINUTES

Approved expenditures for the payment of bills for September 2024, as presented.

PAYMENT OF BILLS

GENERAL FUND	\$12,385,334.00
DEBT FUND	0.00
CAPITAL PROJECTS FUND 2019	74,155.45
CAPITAL PROJECTS FUND 2021	342,377.59
CAPITAL PROJECTS FUND 2023	2,548,643.10
SPECIAL REVENUE FUND	
1. Food Service Fund	295,368.08
2. Child Care Fund	5,836.73
3. Student/School Activity	120,904.35
TOTAL EXPENDITURES	<u>\$15,772,619.30</u>

Approved the purchase of replacement kitchen equipment for Central High from Stafford Smith, inc. for an amount not to exceed \$81,000.

CENTRAL HIGH
FOOD SERVICE
EQUIPMENT

Approved the purchase of replacement AED devices from AED Brands for an amount not to exceed \$34,000.

AED REPLACEMENT
DEVICES

Appointed McGraw Morris P.C. as general counsel for the Board and district for the fiscal year beginning July 1, 2024, and ending June 30, 2025.

LEGAL COUNSEL

Accepted the annual financial statements for the year ended June 30, 2024, as audited by Maner Costerisan, PC.

AUDITED FINANCIAL
STATEMENTS

Approved a five-year subscription agreement with Delta Network Services for ExtremeCloud IQ licenses to support network infrastructure for an amount not to exceed \$148,000.

NETWORK
SERVICES
SUBSCRIPTION

Authorized reimbursement of \$11,085.30 to Kent County and \$5,986.06 to Grand Rapids Charter Township for refunded property taxes.

PROPERTY TAX
REIMBURSEMENT

Approved the following request for supplemental instructional resources:

SUPPLEMENTAL
INSTRUCTIONAL
RESOURCES

- *Atomic Habits* by James Clear for FLEX Academy

Approved the wage and benefit agreement for the Forest Hills Administrators.

RATIFICATION OF
EMPLOYMENT
CONTRACTS –
FOREST HILLS
ADMINISTRATORS

Superintendent Kirby shared the following:

SUPERINTENDENT'S
REPORT

- A safety and security training was held for staff of the Transition Center/Administration Building, Fine Arts Center, and the Community and Aquatics Center.
- Last Friday was a staff professional development day.
- Many fall athletic seasons coming to a close.
- Homecomings at all three high schools were a great experience.
- There are many upcoming performances at the Fine Arts Center.
- The district is holding a Job Fair on November 7 for support staff positions.
- The district saw a decrease in student enrollment. The administration will be examining the data.
- The district administration is continuing to explore pre-kindergarten programs and hopes to have programs in place for next year.
- There is a focus group working on registration and transportation processes to increase efficiency and improve communication with families.
- In addition to the eight students recognized as Semifinalists in the National Merit Scholarship Program, the district had 33 Commended Students.

Member Michaud gave an update from the Forest Hills Foundation.

BOARD
COMMUNICATIONS

- The Foundation awarded \$112,473 in fall grants.
- The Gala is Friday, November 8, 2024, at 20 Monroe Live.

President Fauson shared a number of the board members are attending the MASB Fall Conference in Lansing.

President Fauson shared the format for the public comment portion of the meeting. Students will be given the opportunity to address the board first, followed by staff, and concluding with community members.

PUBLIC COMMENTS

The board received comments from four members of the audience regarding the following topics:

- Diversity, equity, and inclusion
- Title IX
- District communication
- Board appreciation

President Fauson inquired if there was other business of the board. Hearing none, she adjourned the meeting at 7:39 p.m.

ADJOURNMENT

Respectfully submitted,

Maggie Terryn, Secretary
Forest Hills Board of Education

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: Board Member Reimbursement

In accordance with Board Policy 2305, Board Member Reimbursement and Travel Expenses, the district is seeking board authorization to reimburse travel and meal expenses incurred by the board members who attended the 2024 Michigan Association of School Boards' Annual Leadership Conference in the amount of \$442.86.

Mileage Reimbursement (Fauson):	\$168.04
Meals (Fauson):	\$ 16.33
Parking (Fauson):	\$ 30.00
Mileage Reimbursement (Covelle):	\$ 84.02
Parking (Covelle)	\$ 20.00
Meals (Covelle):	\$ 40.45
Mileage Reimbursement (Vonck):	<u>\$ 84.02</u>
	\$442.86

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve reimbursement for travel and meal expenses incurred by the board members who attended the 2024 Michigan Association of School Board's Annual Leadership Conference in the amount of \$442.86.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Payment of Bills

The financial report is presented for Board approval and includes the following information:

Summary of Bills Payable

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve expenditures for the payment of bills for October 2024, as presented.

GENERAL FUND	\$19,207,965.95
DEBT FUND	2,549,231.28
CAPITAL PROJECTS FUND 2019	415,201.45
CAPITAL PROJECTS FUND 2021	123,123.03
CAPITAL PROJECTS FUND 2023	3,331,366.71
SPECIAL REVENUE FUND	
Food Service	341,731.88
Childcare	3,396.56
Student/School Activity	190,965.67
TOTAL EXPENDITURES	<u>\$26,162,982.53</u>

Forest Hills Public Schools
Disbursements
For Month Ended October 2024

Fund	General Checking		Debt Service	Payroll Checking			Flex Checking - Employee Flexible Spending Accounts		Total Disbursements
	Checks (317754-318265 & 218040)	ACH & Wire Disbursements	ACH Disbursement October / April	Checks (329485-329517)	Direct Deposit Payments	ACH & Wire Disbursements	Manual Payments	Debit Card Payments	
General	\$ 2,136,769.53	\$ 11,812,231.46		\$ 18,774.38	\$ 3,502,413.85	\$ 1,282,701.63	\$ 3,564.25	\$ 1,775.66	\$ 18,758,230.76
General, Athletics	84,515.05	3,808.02							88,323.07
General, Grants	350,119.46	11,292.66							361,412.12
GENERAL SUBTOTAL	2,571,404.04	11,827,332.14		18,774.38	3,502,413.85	1,282,701.63	3,564.25	1,775.66	19,207,965.95
Debt Service	3,109.06		\$ 2,546,122.22						2,549,231.28
Capital Projects-2019	415,201.45								415,201.45
Capital Projects-2021	123,123.03								123,123.03
Capital Projects-2023	3,331,366.71								3,331,366.71
Special Revenue Fund									
Food Service	341,227.92	503.96							341,731.88
Child Care		3,396.56							3,396.56
Student/School Activity	156,825.61	34,140.06							190,965.67
	\$ 6,942,257.82	\$ 11,865,372.72	\$ 2,546,122.22	\$ 18,774.38	\$ 3,502,413.85	\$ 1,282,701.63	\$ 3,564.25	\$ 1,775.66	\$ 26,162,982.53

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS

Juli Davis

TOPIC: Ada Vista Asbestos Abatement

It is recommended that the Board of Education approve the increase cost of the emergency asbestos abatement at Ada Vista Elementary by HBC/Green for Life Environmental for an additional amount of \$51,460. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the increase cost of the emergency asbestos abatement at Ada Vista Elementary by HBC/Green for Life Environmental for an additional amount of \$51,460.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Ada Vista Construction Increase

It is recommended that the Board of Education approve a \$248,022 increase to the Ada Vista Elementary renovation project, which includes contingency funds. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve a \$248,022 increase to the Ada Vista Elementary renovation project, which includes contingency funds.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Ada Vista Media Center Shelving

It is recommended that the Board of Education approve the purchase of media center shelving for Ada Vista from Dew-El Corporation for an amount not to exceed \$35,100. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the purchase of media center shelving for Ada Vista from Dew-El Corporation for an amount not to exceed \$35,100.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Bus Cameras

It is recommended that the Board of Education approve the purchase of 25 stop-arm cameras and 55 entrance/exit cameras from AngelTrax for an amount not to exceed \$52,800. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the purchase of 25 stop-arm cameras and 55 entrance/exit cameras from AngelTrax for an amount not to exceed \$52,800.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Summer Tax Levy Resolution

It is recommended that the Board of Education adopt the attached resolution authorizing collection of 50% of the district tax levy in July 2025. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education adopt the attached resolution authorizing collection of 50% of the district tax levy in July 2025.

Annual Summer Tax Resolution

Forest Hills Public Schools (the “District”)

A regular meeting of the board of education of the District (the “Board”) was held in the Administration Building, within the boundaries of the District, on the 18th day of November 2024, at six thirty o’clock in the p.m. (the “Meeting”).

WHEREAS, this Board previously adopted a resolution to impose a summer tax levy to collect annual school property taxes, including debt service upon property located with the District and continuing from year-to-year until specifically revoked by the Board.

NOW, THEREFORE BE IT RESOLVED THAT:

Pursuant to the Revised School Code, MCL 380.1 et seq., the Board invokes for 2025, its previously-adopted ongoing resolution imposing a summer tax levy for school property taxes, including debt service, upon 100% of property located within the City of Grand Rapids, and 50% of property in the Townships of Ada, Cascade, and Grand Rapids, and the City of Kentwood continuing from year to year until specifically revoked by the Board and requests each city and township in which the District is located collect those summer taxes.

The Superintendent or designee is authorized and directed to forward to the governing body of each city and township in which the District is located a copy of this Board’s resolution imposing a summer property tax levy on an ongoing basis, and a copy of this resolution requesting that each such city and township agree to collect the summer tax levy for 2025 in the amount as specified in this resolution. Such forwarding of the resolutions and the request to collect the summer tax levy shall be performed so that they are received by the appropriate governing bodies on or before December 31, 2024.

Pursuant to and in accordance with Revised School Code Section 1613(1), the Superintendent or designee is authorized and directed to negotiate on behalf of this district with the governing body of each city and township in which the District is located for the reasonable expenses for collection of the District’s summer property tax levy that the city and township may bill under Revised School Code Sections 1611 or 1612.

All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

Ayes:

Nays:

Resolution declared adopted.

Secretary, Board of Education

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

Secretary, Board of Education

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Property Tax Reimbursement

It is recommended that the Board of Education authorize reimbursement of \$40,403.83 to Kent County for refunded property taxes. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education authorize reimbursement of \$40,403.83 to Kent County for refunded property taxes.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Insulin Litigation Resolution

It is recommended that the Board of Education adopt the resolution to join the insulin lawsuit. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education adopt the resolution to join the insulin lawsuit.

INSULIN LITIGATION RESOLUTION

A regular meeting of the Forest Hills Public Schools (“Entity”) Board of Education (the “Board”) was held on the 18th day of November, 2024 at the following time: 6:30 p.m. (“Meeting”).

The Meeting was called to order by _____

Present:

Absent:

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

WHEREAS:

1. Entities nationwide have recently started joining a nationwide lawsuit against various insulin manufacturers, pharmacy benefit managers, and other defendants accused of artificially inflating insulin prices at the expense of employers and health plan entities, specifically Case No. 2:23-md-03080 in the United States District Court for the District of New Jersey (“Lawsuit”).

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

3. Thrun Law Firm, P.C. referred the Entity to Frantz for the Lawsuit.

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

5. The Board believes it is in the Entity’s best interests to authorize and direct its Superintendent or designee to sign the attached Attorney-Client Fee Contract on behalf of the Entity and to take such other action as necessary to obtain monetary damages for the Entity in the Lawsuit, subject to review by the Entity’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 [its Superintendent or designee to sign the attached Attorney-Client Fee Contract on behalf of the Entity and to take such other action as necessary to obtain monetary damages and injunctive relief for the Entity in the Lawsuit, subject to review by the Entity’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 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: _____

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between Forest Hills Public Schools, whose address is 620 Forest Hill Ave. SE, Grand Rapids, MI 49546 (“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 its 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 Insulin litigation, specifically Case No. 2:23-md-03080 in the United States District Court for the District of New Jersey (“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 thirty percent (30%) 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 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) 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.

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 thirty percent (30%) 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 thirty-five percent (35%) 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 Client was referred to Attorneys for the Action by Thrun, as reflected in a written statement from Client or Thrun.

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 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: Ben Kirby

Client Name: Forest Hills Public Schools

Position of Signatory: Superintendent

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR INSTRUCTION

TOPIC: Supplemental Instructional Resources Requests 

The Instruction Department would like to recommend that the following book be added to the supplemental instructional resources collection. The book has been reviewed by the Board Curriculum Committee and is recommended for Board approval.

School: EHS-AP Seminar
Grades: 10-12
Title: *Think Like a Freak*
Author: Steven Levitt and Stephan Dubner
Reviewed by: Doreen Barnes, Amy Pallo, and Kim Van Antwerp

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the above supplemental instructional resource request.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT OF HUMAN RESOURCES



TOPIC: Employment of New Professional Staff

The administration is recommending the employment for the following new staff members:

New Hire	Position	Building	Vacancy Due to:
Jamie VanderZwaag	School Social Worker	Central High / Student Services	Resignation

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the hire and issue a contract to Jamie VanderZwaag for the 2024-2025 school year.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

ASSISTANT SUPERINTENDENT FOR FINANCE AND OPERATIONS



TOPIC: Salary Schedules

It is recommended that the Board of Education approve the salary schedules for the Superintendent and Assistant Superintendents. This has been reviewed by the Board Finance Committee and is recommended for Board approval.

PROPOSED MOTION:

I move that the Forest Hills Public Schools Board of Education approve the salary schedules for the Superintendent and Assistant Superintendents.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: AASA National Conference

The School Superintendents Association, AASA, is holding its national conference in New Orleans, LA, March 6-8, 2025. This year's conference involves anticipating future trends, challenges, and opportunities in education and proactively shaping strategies and initiatives to address them for staff and students. The conference will incorporate emerging technologies, data-driven decisions, and an increased shift toward partnerships and collaboration. It offers a great opportunity for school superintendents to come together and develop a clear vision for the future of education.

Superintendent Kirby is seeking board approval to attend this out of state professional conference.

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve Superintendent Kirby's attendance at the 2025 AASA National Conference along with related travel/conference expenses.

BOARD OF EDUCATION
FOREST HILLS PUBLIC SCHOOLS
GRAND RAPIDS, MICHIGAN

November 18, 2024

SUPERINTENDENT/BOARD OF EDUCATION

TOPIC: Emergency Operations Plan

The updated Emergency Operations Plan (EOP) was developed in collaboration with district officials and local law enforcement and safety personnel. This EOP shall apply to all Forest Hills Public Schools district students, faculty, staff, and others participating in protection, prevention, mitigation, preparedness, response and recover efforts. Furthermore, the EOP may be applied to any school-sponsored events, whether on or off property.

The FHPS Superintendent has designated the FHPS Director of School Safety and Security as the person who shall be responsible for the oversight of this plan. Additionally, the Director of School Safety and Security shall be responsible for the coordination of this plan with applicable stakeholders, such as law enforcement, county health department, fire services, emergency management, etc. This emergency operation plan is based on the “all-hazards” concept and plans for natural and man-made disasters and incidents.

This plan is flexible and scalable. The entire plan, or segments of the plan, may be activated based upon the specific emergency and decision by the district leadership.

Board of Education members have had the opportunity to review the plan. This Emergency Operations Plan overwrites all previous editions formerly referred to as the Forest Hills Public Schools EOP and is effective immediately upon board approval.

PROPOSED MOTION:

I move that the Forest Hills Board of Education approve the Emergency Operations Plan.