

## ADRIAN PUBLIC SCHOOLS

*Tradition of Opportunities*  
Future of Possibilities

### **Agenda**

Regular Meeting  
Monday, November 11, 2024  
AHS, 6:00 p.m.

#### **A. Call to Order**

1. Pledge of Allegiance
2. Approval of Agenda
3. Mission Statement
4. Good News Reports
  - a. Outstanding Citizens
  - b. Equestrian Team
5. Communications
  - a. Resignation of Kelly Truax, Teacher
  - b. Resignation of Amber Johnson, Head Start
  - c. Resignation of Meagan Smith, Head Start
  - d. Resignation of Reagan Schultz, Head Start

#### **B. Recommended Action**

1. Consent Agenda
  - a. Approval of October 28, 2024, Regular Minutes
  - b. Approval of October 28, 2024, Closed session (handout)
  - c. New Hire
    1. Michelle Reincke, Teacher
    2. Chris Murray, Maintenance
2. Business Requiring Board Action
  - a. Approval of Summer tax resolution
  - b. Acceptance of Donations
3. Business Requiring Future Board Action
  - a. First reading of Insulin litigation resolution

#### **C. Reports from the Superintendent and Staff**

- a. Exploration of Elementary STEM Labs
  
- b. Head Start October Report

#### **D. Future Meetings and Business**

1. Board Committee Reports
2. Board Member Comments
3. Meeting Dates and Upcoming Events
  - a. Alexander STEAM Night, Nov. 12<sup>th</sup> @ 5:30
  - b. Lincoln Story Hours, Nov. 19<sup>th</sup>. @ 6:00
  - c. HS. Play, The Trojan Women, Nov. 22-24, 2024
  - d. BOE Meeting, Nov. 25<sup>th</sup>, Lincoln Elementary, 6:00

**E. Public Comment** ('Request to Participate Form' must be filled out and given to Angie Schaffer before Section D (Future Meetings and Business) on the agenda

**F. Closed Session**

**G. Adjournment**

**In partnership with families and our community, Adrian Public Schools provides a quality education, challenging students to excel academically and inspiring them to become contributing citizens within our diverse, ever-changing society.**

# EXECUTIVE SUMMARY

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**DATE:** November 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The resignation of Kelly Truax.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Kelly has submitted her resignation from Adrian Public Schools.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge Kelly Truax's resignation effective November 22, 2024.

# EXECUTIVE SUMMARY

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**DATE:** November 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The resignation of Meagan Smith.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Amber has submitted her resignation from Adrian Head Start.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge Meagan Smith's resignation effective November 8, 2024.

# EXECUTIVE SUMMARY

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**DATE:** November 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The resignation of Amber Johnson.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Amber has submitted her resignation from Adrian Head Start.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge Amber Johnson's resignation effective October 31, 2024.

# EXECUTIVE SUMMARY

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**DATE:** November 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

The resignation of Reagan Schultz.

**EXPLANATION:**

Under Board Policy 4223, the Superintendent is authorized to accept employee resignations or retirements on behalf of the Adrian Board of Education. Amber has submitted her resignation from Adrian Head Start.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education acknowledge Reagan Schultz's resignation effective November 7, 2024.

MINUTES OF THE REGULAR MEETING OF THE ADRIAN BOARD OF EDUCATION, OCTOBER 28, 2024, ALEXANDER ELEMENTARY

**MEETING CALLED TO ORDER**

President Ferguson called the Adrian Board of Education meeting to order at 6:00 pm.

The Pledge of Allegiance was recited.

**PLEDGE RECITED**

PRESENT: Baucher, Buku, Henagan, Marks, Solis-Gautz, and President Ferguson

ABSENT: Ballard

Moved by Baucher, supported by Buku, that the Adrian Board of Education approve the agenda.

**AGENDA APPROVED**

The motion carried by a 6-0 vote.

Trustee Henagan recited the District's mission statement as a reminder of its purpose and direction.

**MISSION STATEMENT**

Trischa Buseth-Fischer, Jeremy Andrews, and Josh Smith presented about the Elementary Lego Club. Mrs. Buseth-Fisher told the board that the club consisted of 20 students or two teams. They are going to a competition in December. Mr. Andrews said, "These students are learning additional skills that you don't always get taught in a classroom, and they are gaining confidence." The students demonstrated a few examples of Lego creations they would use for the competition.

**GOOD NEWS**

Mrs. Henline, Alexander's Principal, provided an overview of the school's involvement in community events. She shared information about attendance, the school theme for the year (Cool to be Kind), climate and culture initiatives, Literacy and Math support provided to students, and other clubs and events that students can participate in.

**COMMUNICATIONS**

Superintendent Parker read a communication from Kristen Cochran regarding her dad and the dedication of the Maple Stadium press box in his honor.

Moved by Marks, supported by Buku, that the Adrian Board of Education approve the consent agenda.

**CONSENT AGENDA**

The consent agenda included the following items:

- a. Minutes from October 14, 2024, Regular Meeting
- b. New Hires: Amber Johnson, Evelyn Hernandez, and Christine Ratliff

Moved by Marks, supported by Henagan, that the board approve replacing playground equipment at Alexander Elementary totaling \$55,508.26 to be paid from the Capital Projects and Technology fund.

**ALEXANDER PLAYGROUND EQUIPMENT**

Motion carried.

Moved by Marks, supported by Solis-Gautz, that the board approve replacing playground equipment at Lincoln Elementary totaling \$21,035.53 to be paid from the Capital Projects and Technology fund.

**LINCOLN PLAYGROUND EQUIPMENT**

Motion carried.

Moved by Buku, supported by Solis-Gautz, that the board approve the Section 127 Educational Assistance Program.

**SECTION 127  
EDUCATIONAL  
ASSISTANCE  
PROGRAM**

Motion carried.

Moved by Baucher, supported by Buku, that the board approve the installation of additional bullet-resistant film throughout the District. 31aa Mental Health and Safety Carryover funds will be used for this expenditure.

**SAFETY FILM**

Motion carried.

Moved by Marks, supported by Solis-Gautz, that the board approve Rehmann Robson to perform the District's audit services for the June 2025 audit and authorize the Business Manager to sign the engagement letter.

**AUDIT SERVICES**

Motion carried

Moved by Solis-Gautz, supported by Buku, that the board approve the Head Start Personnel Policies and Code of Conduct.

**HEAD START  
PERSONNEL  
POLICIES AND CODE  
OF CONDUCT**

Motion carried.

Moved by Baucher, supported by Buku, that the board approve the Head Start 2023-24 Self-Assessment Report.

**HEAD START 23/24  
SELF-ASSESSMENT  
REPORT**

Motion carried.

Moved by Solis-Gautz, supported by Marks, that the board accept a donation from the APS Music Boosters.

**DONATIONS**

Motion carried.

Mary Bruggenwirth, Head Start Director, updated the board on the budget, vacancies, In-Kind, and volunteers. She shared about the class observations that were occurring and some of the technology challenges they were facing. Family engagement, ERSEA, enrollment updates, Health and Nutrition, and Program Management were also discussed.

**REPORTS FROM THE  
SUPERINTENDENT  
AND STAFF**

Superintendent Parker thanked Trustee Henagan for her years of service on the board and wished her well in her transition to another role. "Tamaris has been a voice for the community and an advocate for everyone," Parker stated.

Trustee Marks reported that the Finance Committee had met and discussed the budget amendments, attendance, and state budget information.

**FINANCE  
COMMITTEE**

Vice President Baucher reported that the Personnel Committee had met and discussed the items that would be shared during closed sessions and staffing.

**PERSONNEL  
COMMITTEE**

Vice President Baucher said, "I am going to miss Tamaris. Her view was different than mine, and it taught me many things. She helped me understand a perspective I could not see on my own." Vice President Baucher told the board that he had attended the Organizational meeting for the Head Start Policy Council. "Mary did a great job steering the group and answering questions. She is passionate about the program", stated Baucher.

**BOARD MEMBER  
COMMENTS**



Trustee Marks thanked Superintendent Parker and Nikki Culley for participating in the downtown Trick-or-Treating.

Trustee Buku said, "I am going to miss you, Tamaris. Your presence on the board was invaluable. When you took a stance, you stood for it and spoke up. I wish you well."

Moved by Buku, supported by Henagan, that the Adrian Board of Education convene to a closed session at 7:00 p.m. under the Open Meetings Act 8(1) (c) for collective bargaining.

**CLOSED SESSION**

*ROLL CALL VOTE:*

Yeas: Baucher, Buku, Henagan, Marks, Solis-Gautz, and Ferguson

Nays: none

Motion carried.

President Ferguson declared the meeting back in open session at 7:59 p.m.

**OPEN SESSION**

Without further business, Henagan moved, supported by Solis-Gautz, to adjourn the meeting.

Motion carried.

**ADJOURNMENT**

The meeting adjourned at 8:00 pm.

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Beth Ferguson, President

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Mike Buku, Secretary

## **EXECUTIVE SUMMARY**

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**DATE:** November 11, 2024

**CONTACT PERSON:** Nikki Culley

### **PURPOSE:**

To recommend hiring a part-time special education teacher at Adrian Community Education Center.

### **EXPLANATION:**

Derrick Richards and his interview team recommend Michelle Reincke as a part-time special education teacher. Michelle is a retired teacher with many years of experience in special education and a Master's in Education from Eastern University.

### **RECOMMENDATION:**

The HR Director recommends hiring Michelle Reincke as a part-time adult and alternative teacher, effective for the 2024-2025 school year.

## **EXECUTIVE SUMMARY**

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**DATE:** November 11, 2024

**CONTACT PERSON:** Nikki Culley

### **PURPOSE:**

To recommend the hiring of a part-time maintenance employee for Adrian Public Schools.

### **EXPLANATION:**

Brandon Garland and his interview team recommend Chris Murray for a part-time maintenance position for Adrian Public Schools. Chris has extensive knowledge in maintenance and is retired from Adrian Public Schools with over 30 years of experience.

### **RECOMMENDATION:**

The Director of Human Resources recommends that Christopher Murray be hired as a part-time maintenance employee, effective for the 2024-2025 school year.

## **EXECUTIVE SUMMARY**

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**DATE:** November 11, 2024

**CONTACT PERSON:** Dan Peña

**PURPOSE:**

Board adoption of the attached summer tax collection resolution.

**EXPLANATION:**

On August 16, 1983, the Board of Education adopted a resolution to collect 50% of its property taxes during the summer starting in 1984 and continuing annually. Summer tax collection gave rise to several lawsuits by townships that were opposed to summer tax levies. On October 21, 1985, the Michigan Court of Appeals issued a decision in the case of Harper Creek School District vs. Leroy Township Supervisor. One of the rules issued in the case is stated as follows:

Where a school board has adopted an ongoing resolution establishing summer tax collection, the Board is required each year, before January 1, to take official action invoking the previously adopted resolution to collect the summer tax levy by requesting each township and city to collect. The ongoing resolution eliminates the yearly need to publish notice of a public meeting to institute a summer tax levy.

Consequently, the district must adopt a resolution annually to impose a summer property tax levy. Attached is a copy of the resolution that must be adopted by the Board by December 31, 2024, and a copy of the original ongoing resolution adopted in August 1983 for the Board's review.

**RECOMMENDATION:**

The Business Manager recommends that the Adrian Board of Education adopt the attached resolution for the collection of summer tax.

RESOLUTION FOR COLLECTION OF SUMMER TAXES

Lenawee County, Adrian, Michigan.

A regular meeting of the Board of Education of said school district was held at Springbrook Middle School in said district on the 16th day of August, 1983, at 7:30 o'clock, p. m.

The meeting was called to order by Kenneth Gonser, President.

Present: Members Gonser, Hayes, Kapnick, Manders, MontBlanc, Oram, and Walker.

Absent: Members None

The following preamble and resolution were offered by Member MontBlanc

\_\_\_\_\_ and supported by Member Kapnick;

WHEREAS, Act 333, Public Acts of Michigan, 1982, provides that a school district or intermediate school district may determine by resolution to impose a summer tax levy, of one-half or all of its annual school property taxes, including debt service, which resolution shall be applicable until revoked by the Board of Education; and

WHEREAS, for each year such a resolution applies the school district or intermediate school district must request, before February 1, 1983 or before January 1, in any year thereafter, each city and township in which it is located to agree to collect the summer tax levy in that year of either the total or one-half (1/2) of school property taxes, including debt service; and

WHEREAS, this Board of Education has determined that it would be in the best interest of this school district to impose a summer property tax levy to collect one-half of school property taxes, including debt service; and

WHEREAS, said Act 333 provides for certain procedural steps to be taken by this Board of Education in connection with the imposition of a summer property tax levy and also provides for the manner in which such summer tax levy shall be collected:

NOW, THEREFORE BE IT RESOLVED THAT:

1. This Board of Education pursuant to 1982 P A 333, hereby imposes a summer property tax levy of one-half of school property taxes, including debt service upon property located within the school district, beginning with 1984 and continuing from year to year until specifically revoked by this Board of Education.

2. The Secretary of this Board of Education is authorized and directed to annually forward a copy of this resolution to the governing body of each city and/or township in which this district is located together with this Board of Education's request that each such city and/or township agree to collect the summer tax levy for the ensuing year in the amount as specified in this resolution. Such annual forwarding of this resolution and the request to collect the summer tax levy shall be sent so that they are received by the appropriate governing bodies before February 1, 1983 and before January 1, of each year thereafter.

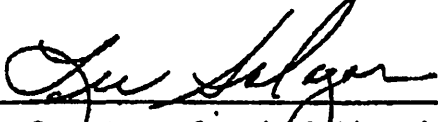
3. The Secretary of this Board of Education is authorized and directed to negotiate on behalf of this district with the governing body of each city and/or township in which the district is located for the reasonable expenses for collection of the district's summer property tax levy that the city and/or township may bill under MCLA 280.1611 or MCLA 280.1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

4. If no agreement can be reached between this Board and any city or township within the time limits set forth in said Act 333, this Board shall then take such further action as is required and/or permitted under said Act 333.

Ayes:       Members    Gonser, Hayes, Kapnick, Manders, MontBlanc,  
                              Dram, and Walker

Nays:       Members    None

Resolution declared adopted

  
\_\_\_\_\_  
Secretary, Board of Education

**Annual Summer Tax Resolution**

Adrian Public Schools (the "District")

A regular meeting of the board of education of the District (the "Board") was held in the High School , 785 Riverside, within the boundaries of the District, on the 11 day of November , 2024, at 6o'clock in the p.m. (the "Meeting").

The Meeting was called to order by Baucher Vice, President.

Present: Members Baucher, Buku, Marks, Solis-Gautz  
Absent: Members Ballard, Ferguson

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**WHEREAS**, this Board previously adopted a resolution to impose a summer tax levy to collect *Choose 50% or 100%* of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board.

**NOW, THEREFORE, BE IT RESOLVED THAT:**

1. 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 of 50% of annual school property taxes, including debt service, upon property located within the District and continuing from year-to-year until specifically revoked by the Board and requests that each city and/or township in which the District is located collect those summer taxes.

2. The Superintendent or designee is authorized and directed to forward to the governing body of each city and/or 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/or township agree to collect the summer tax levy for 2025 in the amount 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.

3. 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 the District with the governing body of each city and/or township in which the District is located for the reasonable expenses for collection of the District's summer tax levy that the city and/or township may bill under Revised School Code Sections 1611 or 1612. Any such proposed agreement shall be brought before this Board for its approval or disapproval.

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

Ayes: Members  
Nays: Members

Resolution declared adopted.

\_\_\_\_\_  
Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of \_\_\_\_\_, 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



# EXECUTIVE SUMMARY

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**DATE:** November 11, 2024

**CONTACT PERSON:** Nate Parker

**PURPOSE:**

To accept donations from the community.

**EXPLANATION:**

The Mouli family donated \$50,000 to elementary STEM Labs.  
Alexander PTO donated \$945 to cover the cost of busing for field trips.  
The Maple Fans Club donated \$3,000 for the student record board.

**RECOMMENDATION:**

The Superintendent recommends that the Adrian Board of Education accept these donations and thank them for their support.



## EXECUTIVE SUMMARY

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**DATE:** November 11, 2024

**CONTACT PERSON:** Dan Peña

**PURPOSE:** To review a resolution for the settlement from defendants including, among others, Eli Lilly and Company, Novo Nordisk Inc., and Sanofi-Aventis US LLC.

**EXPLANATION:** The District is a plaintiff in a 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, including insurance pools.

Frantz Law Group, a California law firm specializing in mass litigation is representing entities in the insulin litigation. Frantz requested that Thrun Law Firm determine whether its clients are interested in joining the insulin litigation.

To join this lawsuit, the Board of Education must sign the attached resolution and initial contract and return it to Thrun Law Firm by November 27, 2024.

**RECOMMENDATION:** The Business Manager recommends that the Adrian Board of Education review the attached resolution and contract for approval at the next board meeting. Joining this lawsuit does not cost the District money.

## INSULIN LITIGATION RESOLUTION

A [regular or special] meeting of the [Entity Name] (“Entity”) [Board of Education, Board of Directors, Board of Trustees, City Council, or other Governing Body] (the “Board”) was held on the [ ] day of [ ], 202[ ] at the following time: [ ] (“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 [Insert Position, such as Superintendent, President, or Manager] 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 [Insert Position, such as Superintendent, President, or Manager] 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:

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[Board Secretary or Clerk]

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).

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[Board Secretary or Clerk]

Date: \_\_\_\_\_, 202\_\_

## ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT (“Agreement”) is entered into by and between [Name of School District, Intermediate School District, Public School Academy, Community College, Municipality, or Other Entity], whose address is [ ] (“Client”) and Frantz Law Group, APLC, a California professional law corporation (“Attorneys” or “We”) and encompasses the following provisions:

1. **CONDITIONS.** This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.
2. **AUTHORIZED REPRESENTATIVES**
  - A. **CLIENT REPRESENTATIVES.** Client designates [Insert Position Identified in Resolution], or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys’ representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.
  - B. **ATTORNEY REPRESENTATIVES.** James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.
3. **SCOPE AND DUTIES.** Client hires Attorneys to provide legal services in connection with pursuing claims 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: \_\_\_\_\_

Client Name: \_\_\_\_\_

Position of Signatory: \_\_\_\_\_

# Head Start Report

## October 2024

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### **Facility Management and Human Resources**

- Facilities
  - N/A
- Human Resources:
  - Vacancies:
    - Family Engagement Manager
  - Hiring recommendations for:
    - Drager 200 Teacher - Amber Johnson
    - Health & Nutrition Assistant - Evelyn Hernandez
    - Drager 210 PT Teacher Assistant - Lindsey Luce

### **Fiscal Monitoring**

- The September budget report is attached; no concerns at this time.
- In Kind is ahead of where we were at the same time last year!
- CACFP August reimbursement = \$6,105.56

### **Education and School Readiness**

- Classroom teacher for 201, Jenicy started
- 200/210 update
- EHS center base baseline observations for BSC and needs assessment for CSC beginning
- Behavior Support Coach attended Preschool CLASS and working on certification currently
- A survey was sent to teaching staff to gather information on what curriculum materials they found most useful during the 23/24 school year. ELM and CSC have been partnering to order these materials
- BSC
  - EHS:1

### **Disability Services and Mental Health**

- Disability Enrollment:
  - Total: 18.1%, 49 children
  - HS: 17.8%
  - 33 Open IEP's
  - EHS: 6.8%
  - 16 Open IFSP's
- Mental Health:
  - Child Consultation: 4 events in 3 classrooms.

- Staff Wellness Consultation: 5 events.

## **Family Engagement**

- Still enrolling for the the 2024-2025 school year for all options
- Planning the following family events (subject to change):
  - Movie night
  - Literacy event
  - Dance
  - Community Resources Fair
  - Family appreciation day
- Resource Room
- Fatherhood program starting this year. This is a group setting
- Conscious Discipline mini sessions

## **Early Head Start Home-Based**

- Hosting socialization for current enrolled families in home base twice a month

## **Eligibility, Recruitment, Selection, Enrollment and Attendance**

### Eligibility:

- Upcoming housing adjustment for families whose housing expenses exceed 30% of their total household income.

### Recruitment:

- First Friday
- Partnering with agencies to keep lead sheets and flyers at their facilities
- Trunk or treats in the area
- Apple-umpkin flyers

### Selection:

- Placement meetings are held weekly
- Families are contacted to confirm placement weekly

### Enrollment:

- Early Head Start enrolled: 78%
- Early Head Start enrolled/accepted: 84%
- Head Start enrolled: 75%
- Head Start enrolled/accepted: 81%

**October 2024**

<b>EHS Home Base</b>	<b>Enrolled</b>	<b>Accepted</b>	<b>Vacancies</b>
<b>A (12)</b>	7	0	5
<b>D (12)</b>	10	0	2
<b>Total ( 24)</b>	17	0	7

<b>EHS Center Base</b>	<b>Enrolled</b>	<b>Accepted</b>	<b>Vacancies</b>
<b>Drager 100 (8)</b>	8	0	0
<b>Drager 101 (8)</b>	7	1	0
<b>Drager 102 (8)</b>	8	0	0
<b>Drager 103 (8)</b>	8	0	0
<b>Drager 104 (8)</b>	2	3	3
<b>Total (40)</b>	33	4	3

<b>Head Start</b>	<b>Enrolled</b>	<b>Accepted</b>	<b>Vacancies</b>
<b>Addison (18)</b>	15	1	2
<b>Drager 200 (16)</b>	13	0	3
<b>Drager 201 (16)</b>	14	0	2
<b>Drager 202 (16)</b>	10	0	6
<b>Drager 203 (16)</b>	13	2	1
<b>Drager 204 (16)</b>	14	1	1
<b>Drager 206 (16)</b>	5	2	9
<b>Drager 210 (17)</b>	16	0	1
<b>Hudson (18)</b>	17	1	0

<b>Michener (18)</b>	9	3	6
<b>Prairie (18)</b>	13	0	5
<b>Total (185)</b>	139	10	36

Attendance:

**October 2024**

	<b>Average Daily Attendance (ADA)</b>	<b>Absence Reasons</b>
<b>EHS Home Base</b>		
<b>EHS Center Base</b>	85.5%	
<b>Head Start</b>	90.34%	
<b>Total ADA</b>	88.89%	Plan: FSW's will continue to contact families encourage and support families if needed, Remind families the importance of attendance

**Health Services**

- SOW came to Drager (EHS), Michener, and Prairie in October. And will be coming to Addison on November 7th and will be at Drager (HS), Prairie and Michenre on: November 14th

**EHS**

- Hearing: Center based - 99%; Home Base -90%
- Vision: Center based - 99%; Home Base - 99%
- WBC/Physicals: Center based - 89%; Home Base- 72%
- Dental Exams: Center based-78% Home Base - 54%; (>1 year of age and/or 1st tooth eruption).
- Medical Home: Center based -100%; Home Base -100%
- Dental Home: Center based -79%; Home Based-66%

- Growth Assessment: Center based - 100%; Home Base- 50% (those children that are >2 years old).
- Lead Screening: Center based -100%; Home Base- 100% (mix of results: readings from physicals and the questionnaire completed). Lead screening questionnaire completed at IHV. Children that are at risk are monitored by the HNM/HA and under the care of their PCP.
- Hgb/Hct Screening: Center based -100%; Home Base 100% (mix of results: readings from physicals and the questionnaire completed)
- Immunizations: Center Base--Drager-95%; Home Base -67%

## HS

- Hearing: 82%
- Vision: 86%
- Physicals: 92%
- Dental Exams: 99%
- Medical Home: 97%
- Dental Home: 75%
- Growth Assessment: 100%
- Lead Screening: 100% (mix of results: readings from physicals and the questionnaire completed)
- Hgb/Hct Screening: 100% (mix of results: readings from physicals and the questionnaire completed)
- Immunizations: Center Base--Drager-95% (combo of EHS/HS); Home Base-%; Addison-100%, Hudson-100%, Michener-100%, Prairie-100%

## **Nutrition Services**

- Veggie Mobile comes every Wednesday-2:30pm-3pm

## **Program Management**

- Self Assessment
  - Focus area groups are taking place in October
- Notified of Focus Area 2 and CLASS observations during the 2024-2025 year
  - CLASS observations are underway.
- Upcoming Important Dates:
  - November 18th: Policy Council
  - November 25th and 26th: Parent Teacher Conferences
  - November 27-29: Program Closed - Thanksgiving Break

# HEAD START and EARLY HEAD START BUDGET REPORT AS OF 9/30/2024

Approved Budget Category	Basic Grant	Training	Total	Expenditures	% Expended	% of Year	Difference
1 - Personnel	\$ 2,253,919.00	\$ -	\$ 2,253,919.00	\$ 463,110.79	21%	25%	-4%
2 - Fringe Benefits	\$ 1,679,217.00	\$ -	\$ 1,679,217.00	\$ 307,518.80	18%	25%	-7%
3 - Travel	\$ -	\$ 17,800.00	\$ 17,800.00	\$ 7,177.16	40%	25%	15%
4 - Equipment	\$ -	\$ -	\$ -	\$ -			
5 - Supplies	\$ 138,780.00	\$ -	\$ 138,780.00	\$ 94,885.43	68%	25%	43%
6 - Contractual	\$ 205,358.00	\$ -	\$ 205,358.00	\$ 135,483.96	66%	25%	41%
7 - Construction	\$ -		\$ -	\$ -			
8 - Other	\$ 258,095.00	\$ 36,977.00	\$ 295,072.00	\$ 131,835.64	45%	25%	20%
Indirect Cost	\$ 11,687.00	\$ -	\$ 11,687.00	\$ -			
Total	\$ 4,547,056.00	\$ 54,777.00	\$ 4,601,833.00	\$ 1,140,011.78	25%	25%	0%
Inkind	\$ 1,150,458.00		\$ 1,150,458.00	\$ 246,020.17	21%	25%	-4%
Max. Allowable Admin. Cost	\$ 854,627.00	\$ 8,217.00	\$ 862,844.00	\$ 138,756.84	16%		