MILAN AREA SCHOOLS
BOARD OF EDUCATION
WORKSHOP MEETING
WEDNESDAY, July 28, 2021
AGENDA

I. Call to Order

II. Pledge of Allegiance

III. Communications

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There are two times for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

A. Public Comments

IV. Consent Agenda

A. Approval of Minutes - Regular Meeting – July 14, 2021

V. Old/New Business

A. Personnel Issues
   1. Milan Middle School Assistant Principal Appointment
B. Board Issues
   1. Vaping Manufacturers Litigation - First Reading - Attachment A
   2. Board Goal Development - Attachment B
C. Superintendent's Comments
D. Assistant Superintendent's Comments
E. Addenda
   1. Student Board Member Comments
   2. Board Member Comments
   3. Public Comments
   4. Closed Session – Negotiation Strategies

VI. Adjournment

MILAN AREA SCHOOLS
BOARD OF EDUCATION
WORKSHOP MEETING
WEDNESDAY, July 28, 2021
RESOLUTIONS

I. Call to Order

The workshop meeting of the Milan Area Schools Board of Education was called to order by President Cislo at _____ p.m. on July 28, 2021.

Board Members Present:
Board Members Absent:
Staff Present:
Guests Present:

II. Pledge of Allegiance

III. Communications

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There are two times for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

A. Public Comments

IV. Consent Agenda

A. Approval of Minutes - Regular Meeting – July 14, 2021

Motion by_____ supported by_____ to approve the consent agenda that includes the minutes of the regular meeting of July 14, 2021.

Cislo ____ Faro ____ Frait ____ Heikka ____ Kiger ____ Landingham ____ Moccio ____
Carried_____.

V. Old/New Business

A. Personnel Issues
1. Milan Middle School Assistant Principal Appointment

Motion by _____ supported by _____ to appoint the following person to the administrative position listed and Base Salary listed effective July 29, 2021.

* Benjamin Malecki – Milan Middle School Assistant Principal ($81,000)

Faro ____ Frait ____ Heikka ____ Kiger ____ Landingham ____ Moccio ____ Cislo ____
Carried_____.

B. Board Issues
1. Vaping Manufacturers Litigation - First Reading - Attachment A
2. Board Goal Development - Attachment B

C. Superintendent's Comments
D. Assistant Superintendent's Comments
E. Addenda
1. Student Board Member Comments

2. Board Member Comments
3. Public Comments
4. Closed Session – Negotiation Strategies

Motion by _____ supported by _____ to enter into closed session as allowed by the Open Meetings Act for Negotiation Strategies.

Frait ____ Heikka ____ Kiger ____ Landingham ____ Moccio ____ Cislo ____ Faro ____
Carried_____.

Time entered closed session _____.

Time returned to open session _____.

VI. Adjournment - Time of Adjournment _____.

DRAFT

MILAN AREA SCHOOLS
BOARD OF EDUCATION
REGULAR MEETING
WEDNESDAY, July 14, 2021

The regular meeting of the Milan Area Schools Board of Education was called to order by President Cislo at 7:00 p.m. on July 14, 2021.

Board Members Present: Faro, Moccio, Cislo, Kiger, Landingham, Heikka

Board Members Absent: Frait

Staff Present: Bryan Girbach, Ryan McMahon, Yvette Kashmer

Guests Present: Rachel Hobbs, Elaine Schmidt

Pledge of Allegiance

Public Comments: None

Motion by Faro supported by Kiger to approve the consent agenda that includes the minutes of the regular meeting of June 9, 2021, the minutes of the workshop meeting of June 23, 2021, and the approval of payment of bills/reimbursement of expenses. All Ayes. Carried 6-0

Motion by Landingham supported by Kiger to adopt the following resolutions:

A. To name JP Morgan Chase/Chase Bank, United Bank and Trust, Fifth Third Bank, US Bank, Michigan School District Liquid Asset Fund, Bank of NY Mellon, First Merchants Bank, and MBIA Michigan Class as depositories for General Fund, Payroll, Debt Retirement, Trust and Agency, Food Service, Athletic, and Internal Accounts for district moneys for the 2021-2022 fiscal year and that the following staff members' signatures be attached to the respective accounts as listed:
    * General Fund, Payroll & Invoice, Debt Retirement, Food Service, Trust and Agency, Athletics – Superintendent, Assistant Superintendent, and Finance Director
    * High School – MHS Principal, MHS Assistant Principal, and Superintendent
    * Middle School – MMS Principal, MMS Assistant Principal, and Superintendent
    * Symons Elementary – Symons Principal, Finance Director, and Superintendent
    * Paddock Elementary School – Paddock Principal, Finance Director, and Superintendent

    Be it further moved that the superintendent or designee is authorized to transfer funds from savings to checking and checking to savings and is authorized to buy time savings certificates and invest district monies in accordance with state and/or federal law and Board Policy.
B. To designate the Superintendent or designee to post notices of meetings.
C. That the law firm of Thrun Law Firm, P.C., be retained as the district's legal counsel for the 2021-2022 fiscal year. Further moved that the Superintendent is authorized to extend the retainer relationship with Thrun Law Firm, P.C. for one year upon its anniversary date. Further moved that other legal counsel may be retained for specific purposes, as needed.
D. To approve the appointments listed below:

1. Voting Delegates to MASB: Kiger and Moccio
2. Alternate voting Delegates to MASB: Cislo and Landingham

All Ayes. Carried 6-0

Motion by Faro supported by Landingham to approve the Preliminary Loan Application Resolution for borrowing from the School Loan Revolving Fund as presented in Attachment A. All Ayes. Carried 6-0

The Board discussed their Board Goal Development plan.

Superintendent's Comments:

Students

- The district wants to remind our students and families that, throughout the summer, meals continue to be provided for free to all children under the age of 18. A link to place food orders can be found on the main page of milanareaschools.org. Orders are taken each week between Wednesday morning and noon on Thursday. Orders are filled between 4:00 and 5:00 PM on Tuesdays behind Milan High School.
- Kindergarten through Eighth Grade Summer School is going very well. We are glad to have approximately 125 students attending. A big thank you to Dan Adams for being a great Coordinator for the program!
- The Milan High School Credit Recovery program is going well. Students who did not pass courses during 2020-2021 are able to recover some credit towards graduation.

Staff

- The District had 89 applicants for the position of Middle School Assistant Principal. The Principal and 10 middle school staff members reviewed the applicants' paperwork and selected 14 candidates to move forward. Those 14 candidates were asked to turn in a 3 minute video. The Principal and 8 middle school staff members reviewed the videos and made final selections for first round interviews. The Principal, Assistant Superintendent, and 6 middle school staff members will be conducting 5 first round interviews tomorrow. The Principal, Director of Student Services, Another Principal, and the Superintendent will then conduct the second round interviews. Thorough reference checks will also be completed. The District looks forward to bringing a recommendation to the Board once the process is complete.

General

- The Big Red Bundle program is back again for next year. Information regarding methods to make donations to the program are available in the "Current Topics" section of milanareaschools.org.

Budget Update

- Michigan Governor, Gretchen Whitmer, signed a historic $17.1 billion school aid fund budget Tuesday. The budget is regarded as significant because it closes the K-12 per-pupil gap among some school districts in Michigan. Setting the per-pupil funding in the state to $8,700 for every student. Though the gap had been narrowing each year since Proposal A passed in 1994, some districts were still receiving $418 less per pupil. This budget is historic for Milan Area Schools and all of the other districts that were not receiving equal funding for students!

Communication

- The district currently has 1,034 Twitter followers. This is up 1 from the last meeting.
- The district currently has 2,413 Facebook followers. This is up 15 from the last meeting.

Assistant Superintendent's Comments: None

Student Board Member Comments: None

Board Member Comments:

- Board Member Heikka discussed the funding level of "Hold Harmless" districts.

Public Comments:

- Rachel Hobbs asked to receive a copy of the Board's Score Card.

Motion by Faro supported by Landingham to enter into closed session as allowed by the Open Meetings Act for Negotiation Strategies. All Ayes. Carried 6-0

Time entered closed session 7:35 p.m.

Time returned to open session 9:35 p.m.

Time of Adjournment: 9:35 p.m.

A

U.S. Mail Address
P.O. Box 2575, East Lansing, MI 48826-2575
Phone: (517) 484-8000 Fax: (517) 484-0001

All Other Shipping
2900 West Road, Suite 400
East Lansing, MI 48823-6386

Gordon W. VanWieren, Jr.
Martha J. Marcero
Lisa L. Swem
Jeffrey J. Soles
Roy H. Henley
Michael D. Gresens
Christopher J. Iamarino
Raymond M. Davis
Michele R. Eaddy
Kirk C. Herald
Margaret M. Hackett
Matthew F. Hiser
Robert A. Dietzel
Katherine Wolf Broaddus
Daniel R. Martin
Jennifer K. Starlin
Timothy T. Gardner, Jr.
Ian F. Koffler
Fredric G. Heidemann
Ryan J. Nicholson
Philip G. Clark
Piotr M. Matusiak
Cristina T. Patzelt
Jessica E. McNamara
Katerina M. Vujea
Brennan M. Ackerman
Ryan J. Murray

July 21, 2021

Re: Juul Litigation

Dear Retainer Client:

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

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

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

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

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

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

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

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

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

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

Thrun Law Firm, P.C.

MILAN AREA SCHOOLS
BOARD OF EDUCATION RESOLUTION

A regular meeting of the Milan Area Schools ("School") Board of Education (the "Board") was held on the 11 day of August, 2021 at the following time: 7:00 PM.

The meeting was called to order by Andrew Cislo, President

Present:

Absent:

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

WHEREAS:

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

Ayes:

Nays:

Absent:

Motion Passed:

_____
Board Secretary

The undersigned Board Secretary certifies that the foregoing constitutes a true and complete copy of a resolution adopted by said Board at a regular meeting held on August 11, 2021, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, PA 1976, as amended).

_____
Board Secretary

Date: _____, 2021

ATTORNEY-CLIENT FEE CONTRACT

The ATTORNEY-CLIENT FEE CONTRACT ("Agreement") is entered into by and between Milan Area Schools, whose address is 100 Big Red Drive, Milan, MI 48160 ("Client") and Frantz Law Group, APLC, a California professional law corporation ("Attorneys" or "We") and encompasses the following provisions:

1. CONDITIONS. This Agreement will not take effect, and Attorneys will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. AUTHORIZED REPRESENTATIVES

   A. CLIENT REPRESENTATIVES. Client designates ***the Superintendent***, or designee, as the authorized representatives to direct Attorneys and to be the primary individuals to communicate with Attorneys regarding the subject matter of Attorneys' representation of Client under this Agreement. The designation is intended to establish a clear line of authority and to minimize potential uncertainty but not to preclude communication between Attorneys and other representatives of Client.

   B. ATTORNEY REPRESENTATIVES. James Frantz, William Shinoff, and Regina Bagdasarian of Frantz Law Group, APLC will be primarily responsible for the work, either performing it himself/herself or delegating it to others as may be appropriate. The Client shall have the right to approve or veto the involvement of each of the attorneys on its cases. Attorneys will be added or deleted from the list only upon prior Client approval.

3. SCOPE AND DUTIES. Client hires Attorneys to provide legal services in connection with pursuing claims in the JUUL® and Electronic Cigarette (e-cigarette) litigation, specifically Case No. 3:19-md-2913-WHO in the United States District Court for the Northern District of California ("Action"). Attorneys shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorneys, cooperate with Attorneys, and keep Attorneys informed of developments. Attorneys will assist in negotiating liens, but will not litigate them.

4. LEGAL SERVICES SPECIFICALLY EXCLUDED. Unless otherwise agreed in writing by Client and Attorneys, Attorneys will <u>not</u> provide legal services with respect to (a) defending any legal proceeding or claim against the Client commenced by any person unless such proceeding or claim is filed against the Client in the Action or (b) proceedings before any federal or state administrative or governmental agency, department, or board. With Client's permission, however, Attorneys may elect to appear at such administrative proceedings to protect Client's rights. If Client wishes to retain Attorneys to provide any legal services not provided under this Agreement for additional compensation, a separate written agreement between Attorneys and Client will be required.

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

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

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

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

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

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

   (2) The Client shall not be obligated to pay the Attorneys unless Attorneys are successful in collecting a monetary recovery on the Client's behalf as a result of the Services.

   (3) If, by judgment, the Client is awarded in the form of property or services (In Kind), the value of such property and services shall not be included for purposes of calculating the Gross Recovery.

(4) If, by judgment, there is no money recovery and the Client receives In Kind relief, Attorneys acknowledge that Client is not obligated to pay Attorneys' fees from public funds for the value of the In Kind relief. In the event of In Kind relief, by judgment, Attorneys' sole source of recovery of contingent fees will come from a common fund or court ordered Attorney's fees.

(5) The Client agrees the Defendant shall pay all Attorneys' fees in a settlement that includes nonmonetary value. Client understands that Attorneys have and will invest resources into prosecuting this action on behalf of the Client and agrees to make a good faith effort to include Attorneys' Fees as part of the terms of any settlement or resolution of the Action.

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

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

A. Reasonable Fee if Contingent Fee is Unenforceable. In the event that the contingent fee portion of this Agreement is determined to be unenforceable for any reason, Client agrees to pay a reasonable fee for the services rendered. If the parties are unable to agree on a reasonable fee for the services rendered, Attorneys and Client agree to follow the procedure in Paragraph 10 below; in any event, Attorney and Client agree that the fee shall not exceed twenty five percent (25%) of the gross recovery as defined in Paragraph 5.

B. No Fund Payments. Notwithstanding any other provision in this Agreement, including the immediately preceding paragraph, in no event will the Client be required to pay legal fees out of any fund other than the monies recovered from Defendants in this litigation. Under no circumstances shall Client general funds be obligated to satisfy the contingent Attorneys' fees as a result of this case or this contingency fee contract.

6. REFERRAL FEE. Thrun will receive twenty-five percent (25%) of the Total Fee if the Client meets at least one of the following:

A. Is a Thrun retainer client.

B. Is not a Thrun retainer client, but adopts a resolution that says Thrun is referring the Client to Attorneys and that authorizes both joining the Action and entering into this Agreement.

C. Is not a Thrun retainer client, but Attorneys know or have reason to know that Client was referred to Attorneys for the Action by Thrun.

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

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

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

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

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

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

9. DISCHARGE AND WITHDRAWAL.

   A. Client may discharge Attorneys at any time. After receiving notice of discharge, Attorneys shall stop services on the date and to the extent specified by the notice of discharge, and deliver to Client all evidence, files and attorney work product for the Action. This includes any computerized indices, programs and document retrieval systems created or used for the Action.

   B. Attorneys may withdraw with Client's consent or for good cause. Good Cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorneys, or any other fact or circumstance that would render Attorneys continuing representation unlawful or unethical. Attorneys may also discharge Client if Client at any time is dishonest with Attorneys, or fails to provide relevant information to Attorneys.

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

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

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

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

13. MULTIPLE REPRESENTATIONS: The Client understands that Attorneys do or may represent many other individuals/entities with actual or potential litigation claims. Attorneys' representation of multiple claimants at the same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to Attorneys professional responsibility in Attorneys representation of clients, and especially where conflicts of interest may arise from Attorneys representation of multiple clients against the same or similar Defendants, Attorneys are required to advise Attorneys' clients of any actual or potential conflicts of interest and obtain their informed written consent to Attorneys representation when actual, present, or potential conflicts of interest exist. By signing this Agreement, the Client is acknowledging that they have been advised of the potential conflicts of interest which may be or are associated with Attorneys representation of the Client and other multiple claimants and that the Client nevertheless wants the Attorneys to represent the Client, and that the Client consents to Attorneys representation of others in connection with the litigation. Attorneys strongly advise the Client, however, that the Client remains completely free to seek other legal advice at any time even after the Client signs this Agreement.

14. AGGREGATE SETTLEMENTS: Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or Defendants attempt to settle or otherwise resolve Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. The Client authorizes us to enter into and engage in group settlement discussions and agreements which may include the Client's individual claims. Although the Client authorizes us to engage in such group settlement discussions and agreements, the Client will still retain the right to approve, and Attorneys are required to obtain the Client's approval of, any settlement of the Client's case.

15. EFFECTIVE DATE AND TERM. This Agreement will take effect upon execution by Client and Attorneys.

16. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute

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

17. ASSIGNMENT: Neither party shall have the right to assign its rights or obligations under this Agreement to any person or entity without the prior written consent of the other party, which consent shall not be unreasonably withheld.

18. SUCCESSORS AND ASSIGNS: This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

19. FULL AND FINAL AGREEMENT: This Agreement is the full and final agreement. Any amendments to the Agreement must be in writing and signed by the parties.

20. GOVERNING LAW. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Michigan.

21. AUTHORIZED SIGNATURES: Each individual signing below represents that the individual is duly authorized to sign this Agreement on behalf of that individual's respective party as listed below.

Dated: _____ _____

Frantz Law Group, APLC

Print Name: _____

Dated: _____, 202__ Signature: _____

Print Name: _____

Client: _____

Its: _____

Milan Area Schools
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Milan Area Schools
Strategic Plan Summary | 2020-2025

Mission

Milan Area Schools prepares individual learners to realize the best version of themselves, by creating a supportive, caring, and inclusive educational community.

Vision

Partnering together as a community, all individuals will achieve their greatest potential.

Approving Board of Education

Rita Vershum, President
Andrew Cislo, Vice President
Amy Landingham, Secretary
Kerri Moccio, Treasurer
Michelle Heikka, Trustee
Janice Kiger, Trustee
Kirsten Frait, Trustee

Belief Statements

- All individuals have equal value and unique gifts
- In providing a safe and nurturing environment that contributes to successful learning
- In utilizing instructional strategies that are based on best practice
- In offering relevant learning
- In fostering an inclusive and affirming school culture
- In investing in student capacity to learn and in personal success
- In engaging the entire community to maximize student learning and preparedness

Strategic Goal Areas

Academic Programs

Learning Environment/ Culture

Communication / Community Engagement

Business/ Operations

Personnel/ Leadership

Superintendent

Bryan Girbach

Approved by Milan Board of Education on March 11, 2020.

B

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Milan Area Schools
Strategic Plan Summary | Year 1 of 5

Academics/Programs

Goal Statement:

Expand relevant and individualized learning opportunities for all students.

First Year Objectives:

- Convene a committee to investigate the Educational Development Plan process
- Identify current Social Emotional Learning and 21st century programming
- Investigate the development of a K-12 Social Emotional Learning and 21st century learning continuum

Learning Environment/Culture

Goal Statement:

Improve and foster a safe learning environment that supports the academic, social, emotional, physical, creative, and cultural needs of the individual.

First Year Objectives:

- Review professional development opportunities in the areas of mental health, trauma, diversity, and responsive teaching
- Convene a committee to assess and review alternative education options
- Review support staff numbers and hours

Communications/ Community Engagement

Goal Statement:

Develop and implement a comprehensive plan to foster student, family, staff, and community engagement and partnerships.

First Year Objectives:

- Convene a committee to review and access district/building communication
- Develop a communication perception survey
- Conduct perception survey

Personnel/Leadership

Goal Statement:

Recruit and retain skilled, passionate, and effective staff who are committed to the success of Milan Area Schools and its place in the community.

First Year Objectives:

- Redesign staff culture survey
- Expand programming for support of new teachers (years 0-5)
- Review salary and extra duty compensation

Operations

Goal Statement:

Maintain and improve facilities/equipment to support safe, innovative programs.

First Year Objectives:

- Identify and attend to critical HVAC, roof, parking lot, and bus needs
- Introduce Board to sinking fund option
- Address critical technology needs